

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
April 20, 2026

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on April 20, 2026 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
RANDY NOE	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

UNFINISHED BUSINESS

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Mr. John Holder.

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Mr. Walter Pitt.

County Mayor, Mr. Kerry McCarver presented Special Recognitions to all Emergency Responders who helped during the Ice Storm.

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:21 P.M.

Ms. Nanette Malher, 4th district, spoke in opposition of the Bells Reserve Resort.

Ms. Alicia Mayes, 6th district, spoke in opposition of the Bells Reserve Resort and in support of the proposed zoning resolution.

Mr. Jim DeLanis, 6th district, spoke in opposition of the Bells Reserve Resort and in support of the proposed zoning resolution.

Ms. Deborah Doyle, 1st district, spoke in opposition of the Bells Reserve Resort.

Mr. Roger Hamiter, 6th district, spoke in support of the Bells Reserve Resort.

Mr. Harrison Hart, Williamson County resident, spoke in opposition of the Bells Reserve Resort.

Ms. Linda Ryder, 6th district, spoke in opposition of the Bells Reserve Resort and in support of the proposed zoning resolution.

Mr. Austin Blythe, Davidson County resident, spoke in opposition of the Bells Reserve Resort.

Ms. Lisa Bold, 5th district, spoke in opposition of the Bells Reserve Resort.

Mr. Ben Sergent, Sumner County resident, spoke in opposition of the Bells Reserve Resort.

Ms. Jennifer Perigo, 6th district, spoke in opposition of the Bells Reserve Resort.

Mr. Phil Pardo, 6th district, spoke in opposition of the Bells Reserve Resort.

Ms. Jaci Whitaker, 6th district, spoke in opposition of the Bells Reserve Resort and in support of the proposed zoning resolution.

Mr. Jeremey Whitaker, 6th district, spoke in opposition of the Bells Reserve Resort and in support of the proposed zoning resolution.

Mr. Bob Sanders, 6th district, spoke in favor of the Bells Reserve Resort.

Mr. Barry Carson, 3rd district, spoke in opposition of the Bells Reserve Resort.

Ms. Jane Crisp, 1st district, spoke in opposition of the Bells Reserve Resort.

Public Forum closed at 7:09 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 7:09 P.M.

Invocation was offered by Mr. David Anderson.

County Clerk Ms. Abby Short called the roll. There being Twelve Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the April 20, 2026 Legislative Body Meeting Agenda as amended by:

- 1.) *Removing Item 2 under the Building Departments section*

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to approve the Minutes from the March 16, 2026 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

NEW BUSINESS

Motion was made by Mr. James Hedgepath, seconded by Mr. Walter Weakley to approve a resolution of the County Commission of Cheatham County on Proposed Amendments to the Zoning Resolution.

Mr. David Anderson commented on some of the public forum speakers behavior during the meeting and expressed a desire for more respectful conduct moving forward.

Mr. Mike Breedlove questioned why the Planning Commission voted to end discussion as he would have liked the opportunity to vote on the Rural Resort.

Chairman, Mr. Tim Williamson asked the County Attorney, Mr. Michael Bligh if he felt the proposed resolution needed to go before the Planning Commission. Mr. Bligh did not feel that was necessary since it was not changing the Zoning Resolution.

After discussion, motion was made by Mr. James Hedgepath, seconded by Mr. Walter Weakley to call for Question to vote on the resolution of the County Commission of Cheatham County on Proposed Amendments to the Zoning Resolution without further debate.

Motion approved by voice vote. See Resolution 4.

Original motion was made by Mr. James Hedgepath, seconded by Mr. Walter Weakley to approve a resolution of the County Commission of Cheatham County on Proposed Amendments to the Zoning Resolution.

Original motion approved by roll call vote 10 Yes 2 No 0 Absent. See Resolution 5.

David Anderson	Pass/Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	No

Mr. B.J. Hudspeth stepped out at 7:42 P.M.

Mr. David Anderson stepped out at 7:43 P.M.

Mr. Charles Edens gave an update on ALS and asked the Commission to recognize May as ALS month in Cheatham County.

Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve a proclamation declaring May 2026 as ALS Awareness Month in Cheatham County, Tennessee.

Motion approved by voice vote 2 Absent. See Resolution 6.

Mr. B.J. Hudspeth returned at 7:45 P.M.

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 7:46 P.M.

The following was advertised to be heard:

- 1) *Anthony Paladino requesting a zone change from C-5 to C-1 for Map 23, Parcel 64.05. Property is located at 1028 Cotton Harris Rd., in the 2nd Voting District and is not in a Special Flood Hazard Area.*
- 2) *Adam Proffitt requesting a zone change from Agriculture to E-1 for Map 67, Parcel 17. Property is located at 3026 Petway Rd., in the 5th Voting District and is not in a Special Flood Hazard Area. (Withdrawn by applicant)*

Mr. Scotty Chambliss thanked the Commission and spoke in opposition of the zone change request for Anthony Paladino.

Mr. David Anderson returned at 7:47 P.M.

Ms. Marcie Campbell spoke in opposition of the zone change request for Anthony Paladino.

Mr. Juan Roman spoke in opposition of the zone change request for Anthony Paladino.

Ms. Dana Bracey spoke in opposition of the zone change request for Anthony Paladino.

Dr. Suzanne Barker Harris spoke in opposition of the zone change request for Anthony Paladino.

Public Hearing closed at 8:08 P.M.

BUILDING DEPARTMENT – MR. FRANKLIN WILKINSON: Motion was made by Mr. Randy Noe, seconded by Mr. Eugene O. Evans, Sr. to deny the zone change request for Anthony Paladino from C-5 to C-1 for Map 23, Parcel 64.05.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following budget amendments to the County General Fund:

Budget Amendments – County General

<i>Circuit Court</i>	\$ 8,163.75
<i>South Cheatham Library</i>	\$ 8,500.00
<i>Sheriff's Department</i>	\$ 8,645.00
<i>Sheriff's Department</i>	\$ 16,360.00
<i>Ambulance/Emergency Medical Services</i>	\$ 21,600.00
<i>Social, Cultural, and Recreation Projects</i>	\$ 18,523.75

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Various

Motion approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to authorize the following Budget Amendments for the Solid Waste/Sanitation Fund:

Budget Amendments – Solid Waste/Sanitation

<i>Convenience Centers</i>	\$ 19,158.00
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Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Solid Waste Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Walter Weakley to authorize the following Budget Amendments for the Highway Fund:

Budget Amendments – Highway

<i>Highway and Bridge Maintenance</i>	\$287,061.75
<i>Highway and Bridge Maintenance (62000)/Operation and Maintenance of Equipment (63100)</i>	\$132,219.11

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Various

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Ms. Diana Lovell to authorize the following Budget Amendments for the Other Capital Projects – Jail Fund:

Budget Amendments – Other Capital Projects – Jail
Contributions to Other Agencies \$6,600.00

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Opioid Settlement Funds

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Library

Item(s): 10 round folding tables with cart

Other Information: approximately 25 years old, are in bad shape, and have reached end of life

Item(s): 4 rotating DVD racks

Other Information: approximately 12 years old, in decent shape, but no longer have a use for them

Item(s): 2 fabric reception chairs

Other Information: approximately 25 years old, stained, and have reached end of life

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: None

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 14.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Eugene O. Evans, Sr. to approve a resolution to increase the threshold over which quotes are required.

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent

Funding Source: None

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 15.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Calton Blacker, seconded by Mr. Walter Weakley to approve the following:

- A) Mayor's signature on lease agreement with Pleasant View Volunteer Fire Department located at 1129 Pleasant View Main Street
- B) Mayor's signature on lease agreement with Pleasant View Volunteer Fire Department located at 4301 Highway 12 North
- C) Mayor's signature on Architect & design contract with Johnson & Associates regarding new South Cheatham Library facility
- D) Mayor's signature on Quadiant maintenance contract for postage machines
- E) Confirmation of the Mayor's new appointment of Clint Biggers for Solid Waste Regional Planning Board to take Marie Spafford's term ending 3/31/2027
- F) Mayor's signature on agreement with GovEase for Chancery Court regarding auctioning off delinquent taxes
- G) Mayor's signature on RJ Young contract for VSO copier

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 16.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Informational: Mayor's sick leave policy has been updated

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh revisited discussion of primary elections for county offices. Mr. Bligh stated that under state law, primaries were originally determined by political parties, not the county, and are now effectively required once established. Mr. Bligh advised that any change would require action by the state legislature and offered to prepare a resolution for consideration.

OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: County Clerk presented, motion was made by Ms. Diana Lovell, seconded by Mr. James Hedgepath to approve County Clerk’s signature on County Attorney approved User License Agreement with LGC.

Motion approved by voice vote. See Resolution 17.

REGISTER OF DEEDS – MS. CHRISSY HENDERSON: Ms. Chrissy Henderson thanked the Commission and County Mayor for everything they do.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee’s reports were included in the packet. Ms. Cindy Perry thanked the Commission and requested that anyone using the conference room at Sycamore Square after hours ensure the door is locked upon departure.

SHERIFF – MR. TIM BINKLEY: Sheriff’s report was included in the packet.

SCHOOL BOARD – MS. STACY BROWN: Ms. Stacy Brown announced they are preparing the new 5 year plan and gave an update on TCAP testing.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: Extension Highlights were included in the packet. Ms. Sierra Knauss thanked everyone.

STANDING COMMITTEES

BEER BOARD: Beer Board minutes are on file in the Clerk’s office.

EMERGENCY SERVICES: Did not meet.

Mr. Tim Williamson asked Mr. Chris Gilmore for an update on the Flock cameras.

Mr. Chris Gilmore gave an update on the Flock cameras and offered to demonstrate the system to anyone interested.

Mr. Chris Gilmore invited everyone to the naming of the Armory on June 17 at 10:00 A.M.

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint the following to the County Board of Equalization for 2026-2027:

1. *Gene Hannah*
2. *Gary Chance*
3. *Dale Brinkley*
4. *Brenda Montgomery*
5. *Jackie Simpkins*

Motion approved by voice vote. See Resolution 18.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve a Special Recognition for Coach Lee Hunter.

Motion approved by voice vote. See Resolution 19.

Mr. Walter Weakley requested the preparation of a memorial for Mr. Marc Coulon for next month.

ROAD AND BRIDGE COMMITTEE: Road and Bridge Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to lower the speed limit on New Hope Church Road from 40 (forty) MPH to 25 (twenty-five) MPH.

Motion approved by voice vote. See Resolution 20.

CONSENT CALENDAR

Motion was made by Mr. Bill Powers, seconded by Mr. B.J. Hudspeth to approve the following consent Agenda:

Notaries

Jennifer Anderson
Rochelle Cardenas
Saleh Hindich
Reba Peters
Jessica R. Sheler
Bobbi Jo Weakley


Jean K. Baron-White
Misty Cirilo
Christina T. LoGrippo
Cheri B. Ray
Chase Stock
Jamie M. Wells


David A Beigert
Desiree W. Felts
Johnnie R. Mitchell
Gail Reece
Jessica Twentyman

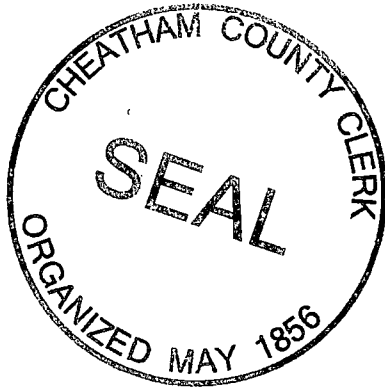
Motion approved by voice vote. See Resolution 21.

Motion was made by Mr. Walter Weakley, seconded by Mr. Chris Gilmore to adjourn at 8:42 P.M.

Motion approved by voice vote. See Resolution 22.


County Clerk


Legislative Body Chairman



RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: April 20, 2026
MOTION BY:

SECONDED BY:

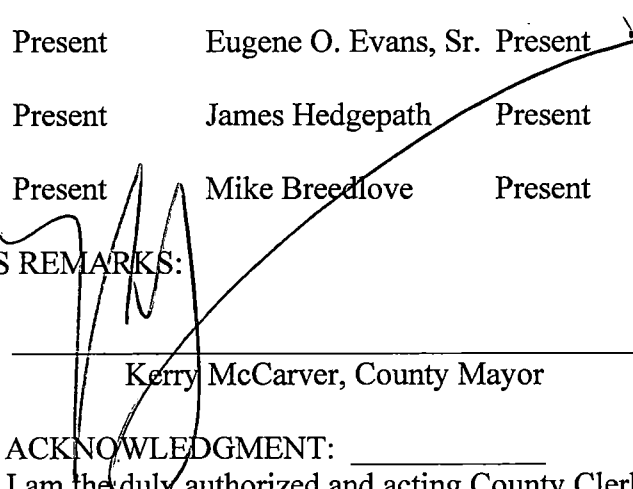
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

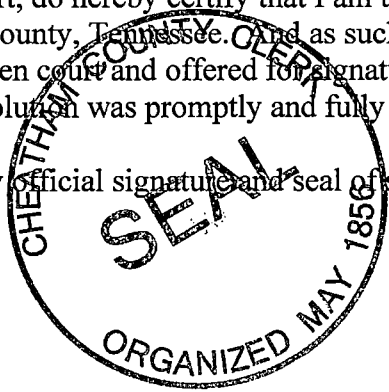
CHEATHAM COUNTY MAYOR'S REMARKS:

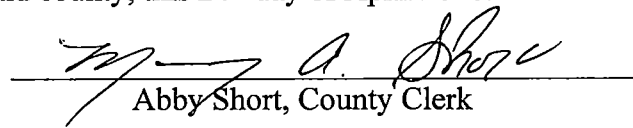

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: April 20, 2026
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the April 20, 2026 Legislative Body meeting is approved as amended by:

1.) Removing Item 2 under the Building Department section

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.

Abby Short

Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: April 20, 2026
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. David Anderson

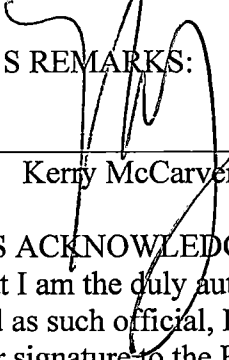
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the March 16, 2026 Regular Session Legislative Body Meeting are approved.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

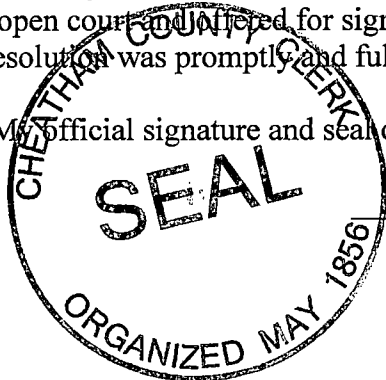


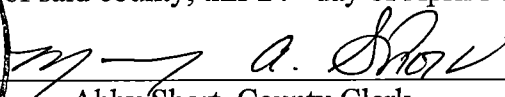
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 24th day of April 2026.





Abby Short, County Clerk

RESOLUTION: 4
RESOLUTION TITLE: Question
DATE: April 20, 2026
MOTION BY: Mr. James Hedgepath
SECONDED BY: Mr. Walter Weakley

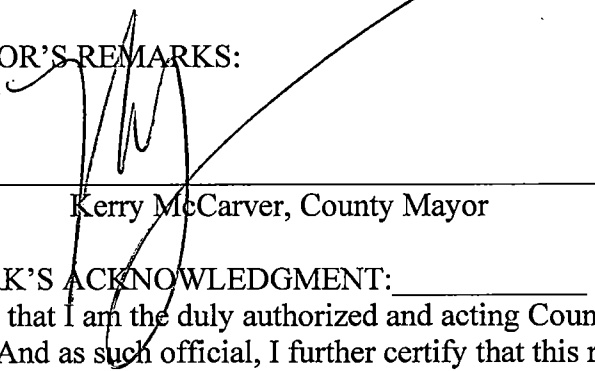
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to call for question in order to vote on the Resolution of the County Commission of Cheatham County on Proposed Amendments to the Zoning Resolution without further debate is approved.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

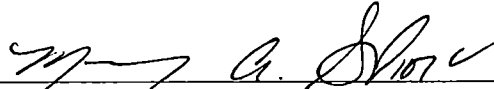


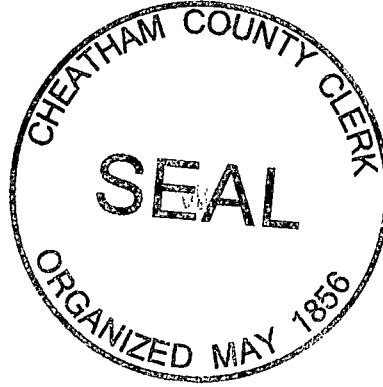
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 24th day of April 2026.


Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: Resolution Of The County Commission Of Cheatham County On Proposed Amendments To The Zoning Resolution

DATE: April 20, 2026

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Planning Commission has been considering major changes to the Zoning Resolution of Cheatham County that would change the use of rural land all over the county;

Whereas, use of rural land in Cheatham County is already governed by our Growth Plan, which was planned, passed, and approved, and has been adhered to, as required by Tennessee Law;

Now, Therefore, a quorum being present, the County Commission of Cheatham County, resolves:

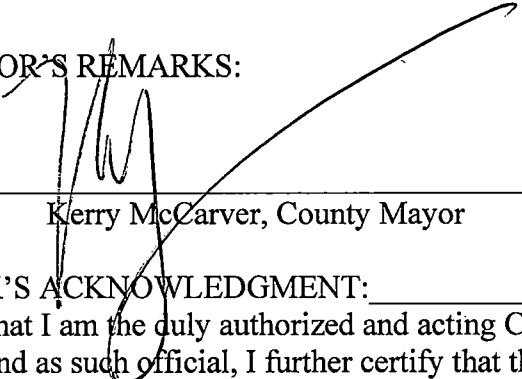
The Commission does not want or need i) change to the use of rural land in Cheatham County; or ii) expansion of commercial development in rural areas, whether it is called high, medium, or low density.

BE IT THEREFORE RESOLVED, This 20th day of April 2026.

RECORD: Approved by roll call vote 10 Yes 2 No 0 Absent

David Anderson	Pass/Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	No

CHEATHAM COUNTY MAYOR'S REMARKS:

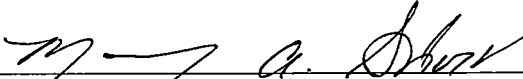


Kerry McCarver, County Mayor

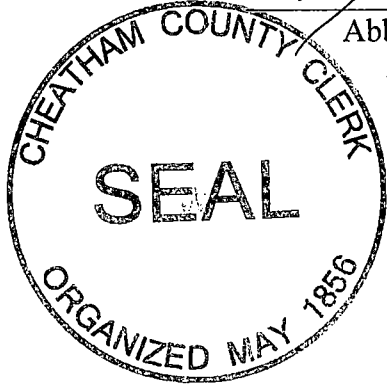
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I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: Proclamation Declaring May 2026 As ALS Awareness Month In Cheatham County, Tennessee

DATE: April 20, 2026

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Amyotrophic Lateral Sclerosis (ALS), often referred to as Lou Gehrig’s Disease, is a progressive and fatal neurodegenerative disease that affects nerve cells in the brain and spinal cord, leading to the loss of voluntary muscle control; and

WHEREAS, individuals living with ALS experience increasing difficulty in walking, speaking, eating, and eventually breathing, placing tremendous emotional, physical, and financial strain on patients, families, and caregivers; and

WHEREAS, there is currently no known cure for ALS, and the average life expectancy following diagnosis is two to five years, underscoring the urgent need for continued research and advancements in treatment; and

WHEREAS, organizations such as the ALS Association are dedicated to providing comprehensive care services, advancing research, and advocating for public policies that improve the quality of life for individuals living with ALS; and

WHEREAS, the ALS Association is currently providing support to more that 300 individuals and families across Tennessee, including those within Cheatham County; and

WHEREAS, increasing awareness and understanding of ALS may help foster greater community support, encourage early diagnosis, and inspire efforts to advance research toward effective treatments and a cure; and

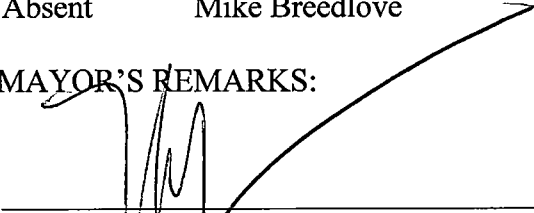
WHEREAS, the residents of Cheatham County have the opportunity to come together to recognize the strength and resilience of those affected by ALS and to reaffirm their commitment to supporting individuals and families impacted by this disease.

NOW, THEREFORE, BE IT PROCLAIMED that the County Mayor and Commission hereby declares May 2026 as ALS AWARENESS MONTH in Cheatham County, Tennessee, and encourages all residents to join in raising awareness, supporting those affected, and working toward a future without ALS.

RECORD: Approved by voice vote 2 Absent

David Anderson	Absent	Bill Powers
Calton Blacker		Walter Weakley
Randy Noe		Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth	Absent	Mike Breedlove

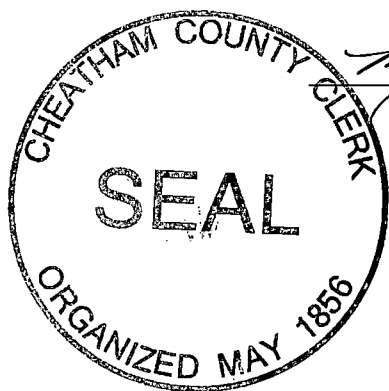
CHEATHAM COUNTY MAYOR'S REMARKS:

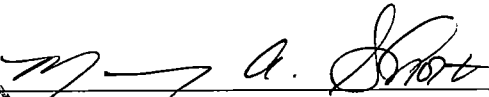

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.




Abby Short, County Clerk

RESOLUTION: 7

RESOLUTION TITLE: To Deny The Zone Change Request For Anthony Paladino from C-5 to C-1 for Map 23, Parcel 64.05

DATE: April 20, 2026

MOTION BY: Mr. Randy Noe

SECONDED BY: Mr. Eugene O. Evans, Sr.

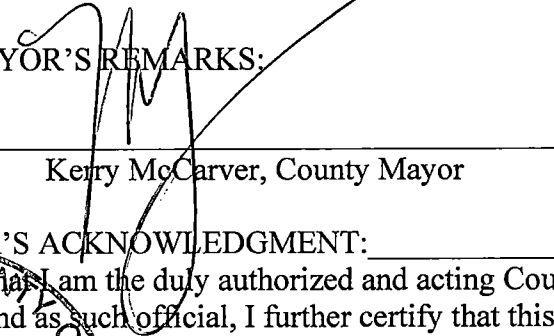
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to deny the zone change request for Anthony Paladino from C-5 to C-1 for Map 23, Parcel 64.05. Property is located at 1028 Cotton Harris Rd., in the 2nd Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

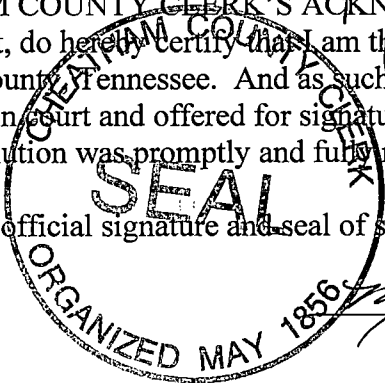


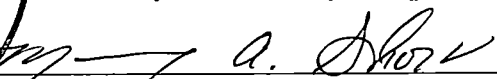
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.





 Abby Short, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: April 20, 2026

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the new 2025-2026 fiscal year

Circuit Court

101 – 34520 – 04	Restricted for Administration of Justice	\$8,163.75
101 – 53100 – 317	Data Processing Services	\$3,163.75
101 – 53100 – 719	Office Equipment	\$5,000.00

Transfer reserved funds from the General Sessions Data Processing Reserve to cover data processing services and to purchase five laptops for the Circuit / General Sessions Court offices

NOTE: Other amendments

South Cheatham Library

101 – 48130 – Libry	Contributions	\$8,500.00
101 – 56500 – 355 – 002	Travel	\$500.00
101 – 56500 – 432 – 002	Library Books	\$5,345.00
101 – 56500 – 435 – 002	Office Supplies	\$500.00
101 – 56500 – 524 – 002	In Service/Staff Development	\$155.00
101 – 56500 – 719 – 002	Equipment	\$2,000.00

Transfer MOE funds from Town of Kingston Springs into current operating budget

Sheriff's Department

101 – 47590	Other Federal through State	\$8,645.00
101 – 54110 – 187	Overtime Pay	\$8,645.00

Transfer funds received from Tennessee Highway Safety Office (THSO) Driving Under Influence Grant to reimburse for payroll

Sheriff's Department

101 – 47590	Other Federal through State	\$16,360.00
101 – 54110 – 790	Other Equipment	\$16,360.00

RESOLUTION: 9
RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Solid Waste/Sanitation Fund
DATE: April 20, 2026
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

Convenience Centers

116 – 34530	Restricted for Public Health and Welfare	\$19,158.00
116 – 55732 – 733	Solid Waste Equipment	\$19,158.00

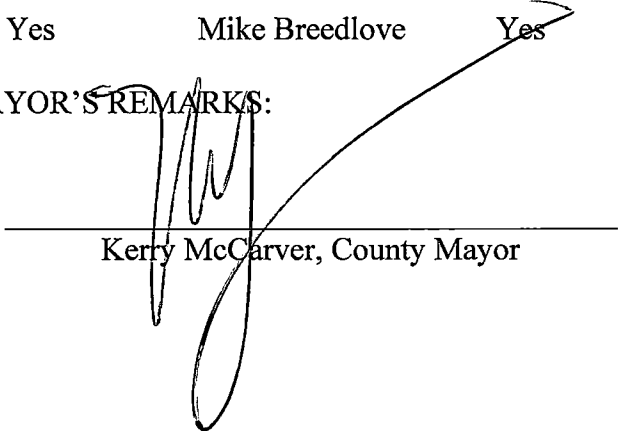
Transfer funds from Solid Waste Fund Balance to purchase two 35-yd recycle roll-off containers

*Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Solid Waste Fund Balance*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

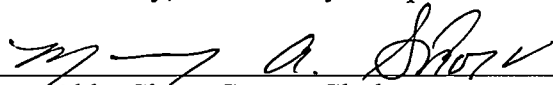


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway Fund

DATE: April 20, 2026

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway Fund:

Highway and Bridge Maintenance

131 – 34550	Restricted for Highways/Public Works	\$287,061.75
131 – 62000 – 399	Other Contracted Services	\$287,061.75

Transfer funds from Highway Fund Balance for contracted services

Highway and Bridge Maintenance (62000) / Operation and Maintenance of Equipment (63100)

131 – 62000 – 144	Equipment Operators – Heavy	\$66,000.00
131 – 62000 – 147	Truck Drivers	\$47,000.00
131 – 62000 – 187	Overtime Pay	\$1,415.27
131 – 63100 – 187	Overtime Pay	\$665.84
131 – 65000 – 502	Building and Contents Insurance	\$7,197.00
131 – 65000 – 511	Vehicle and Equipment Insurance	\$4,241.00
131 – 66000 – 186	Longevity Pay	\$5,700.00
131 – 62000 – 399	Other Contracted Services	\$112,938.25
131 – 62000 – 405	Asphalt – Liquid	\$18,615.02
131 – 63100 – 418	Equipment and Machinery Parts	\$665.84

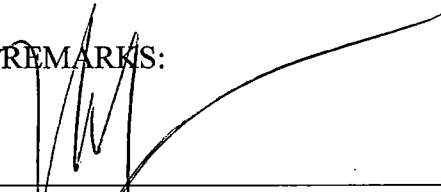
Transfer unused budgeted funds for contracted services, liquid asphalt, and equipment & machinery parts needed

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Various

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

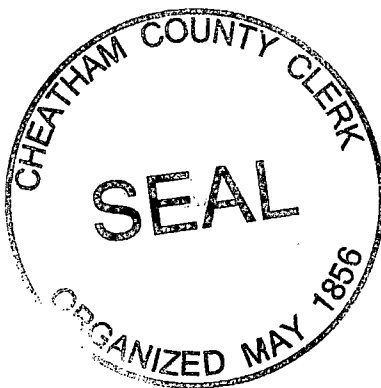
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Other Capital Projects – Vehicles Fund

DATE: April 20, 2026

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicles Fund:

Other General Government Projects

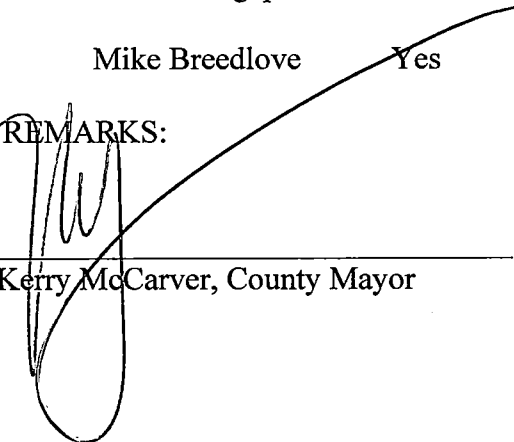
178 – 34575 Restricted for Capital Outlay \$245,043.99
 178 – 91190 – 718 – 02 Motor Vehicles \$245,043.99
Transfer funds from Other Capital Project – Vehicles Fund Balance to purchase an ambulance (\$235,910.00) and equipment for the ambulance (\$9,133.99)

Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Other Capital Projects - Vehicles Fund Balance

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 12
RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School Fund
DATE: April 20, 2026
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

Food Service

141 – 39000	Unassigned	\$270,000.00
141 – 73100 – 790	Other Equipment	\$270,000.00

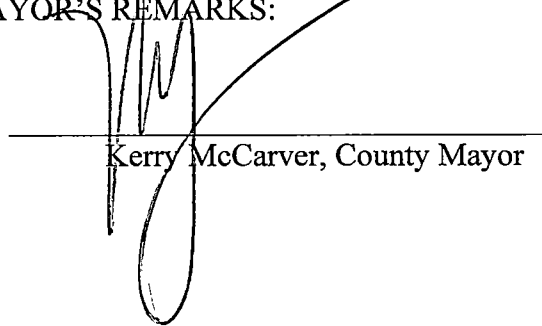
Transfer funds from General Purpose School Fund Balance to purchase walk-in coolers for HHS and SHS

*Board of Education Vote (4/09/2026): 5 Yes 0 No 1 Absent
Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: General Purpose School Fund Balance*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

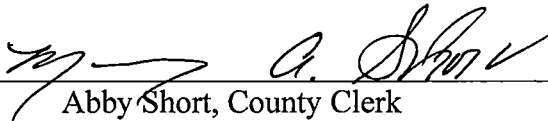


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 13

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Other Capital Projects – Jail Fund

DATE: April 20, 2026

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Jail Fund:

Contributions to Other Agencies

180 – 48991	Opioid Settlement Funds – Past Remediation	\$6,600.00
180 – 58500 – 316	Contributions	\$6,600.00

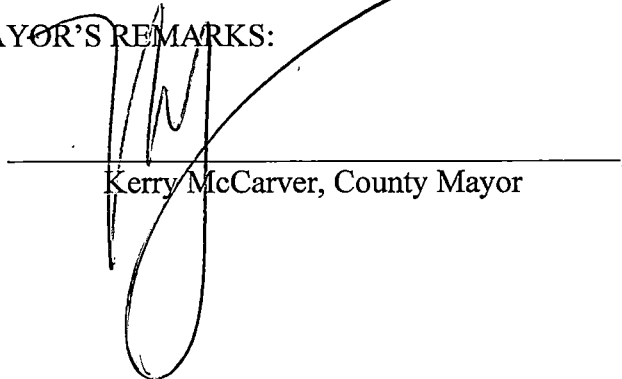
Transfer Opioid Settlement Funds collected to make a contribution to Hustle Recovery, Inc. to purchase 300 boxes of Narcan treatments (2 doses per box) at \$22.00 per box

*Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: Opioid Settlement Funds*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

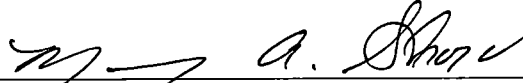


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 14
RESOLUTION TITLE: To Authorize The Following Surplus For The County General Fund
DATE: April 20, 2026
MOTION BY: Mr. Bill Powers
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Library

Item(s): 10 round folding tables with cart
Other Information: approximately 25 years old, are in bad shape, and have reached end of life

Item(s): 4 rotating DVD racks
Other Information: approximately 12 years old, in decent shape, but no longer have a use for them

Item(s): 2 fabric reception chairs
Other Information: approximately 25 years old, stained, and have reached end of life

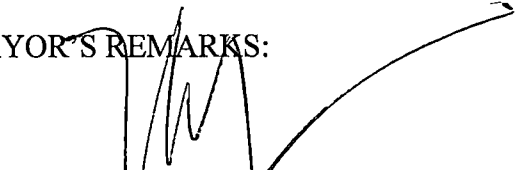
Items have reached end of life. Once approved for surplus, items will be disposed of.

*Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

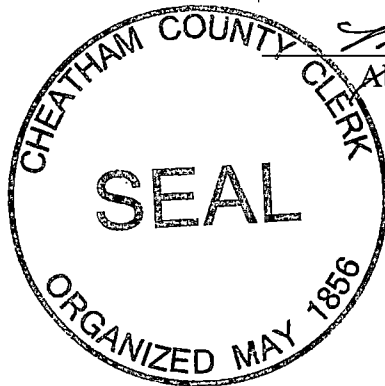


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.





Abby Short, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: Resolution To Increase The Threshold Over Which Quotes Are Required
DATE: April 20, 2026
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Effective April 20, 2026, update the indicated sections of the Cheatham County Purchasing Policy to read as follows:

Section VII – Purchase Order

1. A Purchase Order Number must be obtained for purchases of \$1,000.00 or more per vendor, per month for all departments.

Section VIII – Bids and Quotations

Change items 1, 2, and to read:

- 1. Purchasing Items less than \$5,000.00 may be done by department heads using their discretion to ensure the best interest of the county is maintained.
- 2. Oral Telephone Quotes – Three oral quotes shall be secured for purchases exceeding \$5,000.00, but less than \$10,000.00.
- 3. Written Quotes – Three written quotes shall be secured for all purchases exceeding \$10,000.00, but less than \$25,000.00. These written quotes may be in the form of vendor letterhead, via email, or online pricing.

In addition, the following sentence will also be added:

When an item under an existing maintenance contract needs replacement, the item may be replaced with that same vendor without obtaining additional quotes if under \$10,000.00.

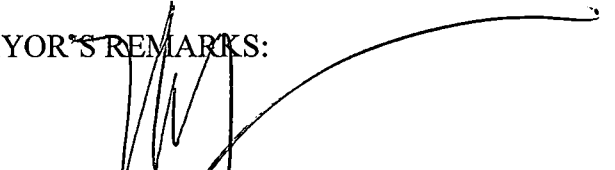
Fuel will be added to: Items Exempt from Purchase Orders.

*Budget Vote (4/13/2026): 4 Yes 0 No 1 Absent
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

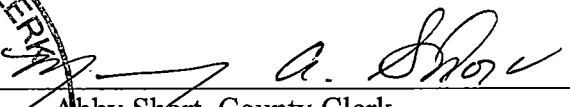

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.




Abby Short, County Clerk

RESOLUTION: 16(A)

RESOLUTION TITLE: To Approve Mayor's Signature On Lease Agreement With Pleasant View Volunteer Fire Department Located At 1129 Pleasant View Main Street

DATE: April 20, 2026

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

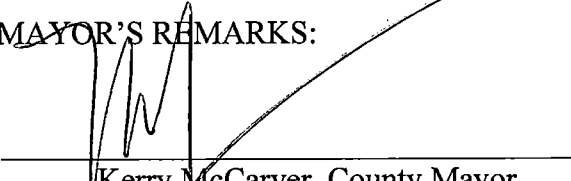
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Lease Agreement with Pleasant View Volunteer Fire Department located at 1129 Pleasant View Main Street is approved.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

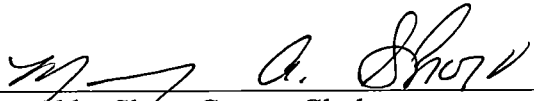


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk





Pleasant View Volunteer Fire Department

2425 Hwy 49 E
Pleasant View, TN 37146
(615) 746-8528
www.pvffd.org

PJ Duncan, Fire Chief Trey Nelms, Asst. Chief

"Serving because we care!"

Since 1970

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the _____ day of _____, effective the 1st day of July 2026, by and between PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT, referred to herein as "LESSOR", and CHEATHAM COUNTY, TENNESSEE, a Tennessee County governmental entity referred to herein as "LESSEE", WITNESSETH:

The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

PROPERTY DESCRIPTION:

- The Lessor hereby leases to the Lessee approximately 1,831 square feet of the Lessors property at 1129 Pleasant View Main Street. This is approximately 31% of the usable (R2) space and is to be used by the County for County EMS. As used herein, the word "property" refers to that percentage of the building actually under lease and/or the Lessee's use of the parking lot and other common areas of the property. Lessee shall also have open access to the fitness center and decontamination areas. This space and upkeep costs will be shared with the Owner. Lessee acknowledges that he is familiar with what portion of the property is being rented under this lease.

TERM OF LEASE:

- The term of this lease shall be for a period of (48) months, beginning on the 1st day of July 2026, and ending on the 30th day of June 2030. The schedule indicates a 3.5% annual increase.
-

RENT SCHEDULE:

2026-2027	\$23,607.40
2027-2028	\$24,433.66
2028-2029	\$25,288.84
2029-2030	\$26,173.95

- The Lessee agrees to pay as rental for said property the total sum (as noted in table) payable in quarterly rental payments.

BUILDING MAINTENANCE:

- The parties recognize that the leased premises are improved with a commercial building located thereon, together with a parking lot. The Lessor shall be responsible for all maintenance of the facility other than the maintenance directly associated with the Lessee's occupancy or use of the building.

PREMISES CONDITION:

- By execution of this lease the Lessee acknowledges that it has examined the leased premises and hereby accepts said property in its present condition, without any representation for warranties either expressed or implied by the lessor as to the condition of the property or the intended use of the property may be put. The Lessee agrees to keep the property clean and free of rubbish, and in a sanitary condition. If the Lessee desires to undertake any remodeling, improvement, changes or alterations on the premises, the Lessee will submit to Lessor a written proposal for the alterations. Any such alterations will be subject to the Lessor's prior written consent, and if granted, will be completed at the sole expenses of the Lessee. Any such improvements made will become the property of the Lessor if they are attached to the building or real estate.

FIRE OR OTHER DAMAGE:

7. Should the building, during the existence of this lease agreement, be destroyed or substantially damaged by fire, windstorm, or similar peril, so as to render it unfit for its normal business use, and should the structure not be repaired at the Lessor's discretion within 60 days thereafter, either party may terminate this lease agreement. If the Lessor decides to repair, rent in the regular amount will continue to be due provided, however, no rent shall be due for any period the premises is unusable for lessee's intended purposes. All proceeds for damage to the property shall be payable to the Lessor, and the Lessor shall have the absolute right to negotiate any claim for those proceeds, and the right to retain or use those proceeds to repair or not to repair the damaged structure.

INSURANCE AND CLAIMS:

8. Lessor agrees to maintain in full force and effect at its expense, insurance against loss or damage to the premises caused by fire, windstorm, or other similar hazards in the maximum insurable amount. The Lessee will maintain at its expense public liability insurance on the leased premises in an amount of not less than \$1,000,000 single limit coverage, naming the Lessor as additional insured under said policy. The Lessee will provide Lessor with copies of all insurance policies herein required and any renewals thereof. The Lessee shall maintain such insurance coverage on its property located upon the leased premises as it deems desirable. The Lessee agrees to maintain the structure and grounds in a safe condition for all guests and visitors.

USE OF PREMISES:

9. The Lessee agrees that the said premises shall be used for the County EMS. The Lessee covenants that it will not use the premises for any noxious or offensive use, or any other use prohibited by the laws of the State of Tennessee, County of Cheatham, or any other governmental or regulatory authority. Advertising signs placed upon the premises are limited to the business of the Lessee, which shall not unreasonably be withheld. No representation is made by the Lessor as to the particular uses as to which the property may be put, and all zoning and use inquiries are the Lessee's sole responsibility.

RIGHT OF INSPECTION:

10. The Lessor shall have the right to inspect the leased premises during normal business hours, and otherwise upon reasonable notice to Lessee.

SUBLETTING:

11. The Lessee shall not have the right to sublet or assign the leased premises, or any of the rights or responsibilities contained in this agreement.

TERMINATION AND DEFAULT:

12. Upon the expiration of this lease or termination of the tenancy by forfeiture or otherwise, the Lessee shall surrender to the Lessor the leased premises in good order and condition, ordinary wear and tear expected. In the event of such termination or default the Lessee shall have the right to remove the machinery and/or equipment upon the business premises on the condition that the Lessee assume full responsibility for said removal and agrees to provide adequate financial safeguard satisfactory to the Lessor for any and all repairs made necessary as a result of damage that may occur from such removal. In the event of default, the defaulting party shall be liable for the costs, including reasonable attorney fees, incurred by the non-defaulting party in enforcing its rights under this agreement.

TERMINATION

13. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.

CONDEMNATION:

14. In the event of any eminent domain, condemnation, or other adverse proceedings are filed as pertains to the leased premises, the negotiation, settlement, and rights to all such proceeds shall be the sole property of the Lessor.

NOTICE:

15. It is agreed that wherever this agreement provides that written notice should be mailed from one party to the other, certified mail notice to the respective party is required and shall be sufficient and mailed as follows:

LESSOR: PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT
P.O. BOX 336
PLEASANT VIEW, TN 37146

LESSEE: CHEATHAM COUNTY, TENNESSEE
350 FREY STREET
ASHLAND CITY TN 37015

LESSOR:
PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT

By: _____
Fire Chief

By: _____
President of Board of Directors

LESSEE:
CHEATHAM COUNTY, TENNESSEE

By: _____

RESOLUTION: 16(B)

RESOLUTION TITLE: To Approve Mayor's Signature On Lease Agreement With Pleasant View Volunteer Fire Department Located At 4301 Highway 12 North

DATE: April 20, 2026

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

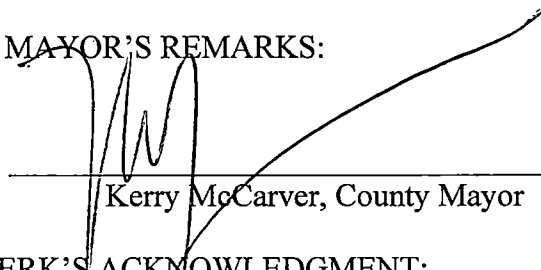
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Lease Agreement with Pleasant View Volunteer Fire Department located at 4301 Highway 12 North is approved.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

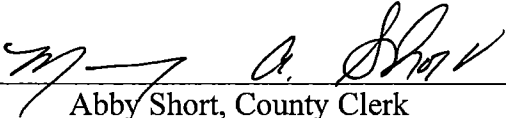


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.


Abby Short, County Clerk





Pleasant View Volunteer Fire Department

2425 Hwy 49 E
Pleasant View, TN 37146
(615) 746-8528
www.pvvfd.org

PJ Duncan, Fire Chief Trey Nelms, Asst. Chief

"Serving because we care!"

Since 1970

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the _____ day of _____, effective the 1st day of July 2026, by and between PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT, referred to herein as "LESSOR", and CHEATHAM COUNTY, TENNESSEE, a Tennessee County governmental entity referred to herein as "LESSEE", WITNESSETH:

The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

PROPERTY DESCRIPTION:

1. The Lessor hereby leases to the Lessee approximately 1,344 square feet of the Lessors property at 4301 Highway 12 North. This space is considered common space and shall be shared with the PVVFD firefighters as needed. The current rates are established under the assumption at the CCEMS will be using the building on an average of 12/hrs. per day. If that changes the contract can be renegotiated. As used herein, the word "property" refers to that part/parts of the building actually under lease and/or the Lessee's use of the parking lot and other common areas of the property. This space and upkeep costs will be shared with the Owner. Lessee acknowledges that he is familiar with what portion of the property is being rented under this lease.

TERM OF LEASE:

2. The term of this lease shall be for a period of (48) months, beginning on the 1st day of July 2026, and ending on the 30th day of June 2030. The schedule indicates a 3.5% annual increase.
- 3.

RENT SCHEDULE:

<u>2026-2027</u>	<u>\$12,000.00</u>
<u>2027-2028</u>	<u>\$12,420.00</u>
<u>2028-2029</u>	<u>\$12,854.70</u>
<u>2029-2030</u>	<u>\$13,304.61</u>

4. The Lessee agrees to pay as rental for said property the total sum (as noted in table) payable in quarterly rental payments.

BUILDING MAINTENANCE:

5. The parties recognize that the leased premises are improved with a commercial building located thereon, together with a parking lot. The Lessor shall be responsible for all maintenance of the facility other than the maintenance directly associated with the Lessee's occupancy or use of the building.

PREMISES CONDITION:

6. By execution of this lease the Lessee acknowledges that it has examined the leased premises and hereby accepts said property in its present condition, without any representation for warranties either expressed or implied by the lessor as to the condition of the property or the intended use of the property may be put. The Lessee agrees to keep the property clean and free of rubbish, and in a sanitary condition. If the Lessee desires to undertake any remodeling, improvement, changes or alterations on the premises, the Lessee will submit to Lessor a written proposal for the alterations. Any such alterations will be subject to the Lessor's prior written consent, and if granted, will be completed at the sole expenses of the Lessee. Any such improvements made will become the property of the Lessor if they are attached to the building or real estate.

FIRE OR OTHER DAMAGE:

7. Should the building, during the existence of this lease agreement, be destroyed or substantially damaged by fire, windstorm, or similar peril, so as to render it unfit for its normal business use, and should the structure not be repaired at the Lessor's discretion within 60 days thereafter, either party may terminate this lease agreement. If the Lessor decides to repair, rent in the regular amount will continue to be due provided, however, no rent shall be due for any period the premises is unusable for lessee's intended purposes. All proceeds for damage to the property shall be payable to the Lessor, and the Lessor shall have the absolute right to negotiate any claim for those proceeds, and the right to retain or use those proceeds to repair or not to repair the damaged structure.

INSURANCE AND CLAIMS:

8. Lessor agrees to maintain in full force and effect at its expense, insurance against loss or damage to the premises caused by fire, windstorm, or other similar hazards in the maximum insurable amount. The Lessee will maintain at its expense public liability insurance on the leased premises in an amount of not less than \$1,000,000 single limit coverage, naming the Lessor as additional insured under said policy. The Lessee will provide Lessor with copies of all insurance policies herein required and any renewals thereof. The Lessee shall maintain such insurance coverage on its property located upon the leased premises as it deems desirable. The Lessee agrees to maintain the structure and grounds in a safe condition for all guests and visitors.

USE OF PREMISES:

9. The Lessee agrees that the said premises shall be used for the County EMS. The Lessee covenants that it will not use the premises for any noxious or offensive use, or any other use prohibited by the laws of the State of Tennessee, County of Cheatham, or any other governmental or regulatory authority. Advertising signs placed upon the premises are limited to the business of the Lessee, which shall not unreasonably be withheld. No representation is made by the Lessor as to the particular uses as to which the property may be put, and all zoning and use inquiries are the Lessee's sole responsibility.

RIGHT OF INSPECTION:

10. The Lessor shall have the right to inspect the leased premises during normal business hours, and otherwise upon reasonable notice to Lessee.

SUBLETTING:

11. The Lessee shall not have the right to sublet or assign the leased premises, or any of the rights or responsibilities contained in this agreement.

TERMINATION AND DEFAULT:

12. Upon the expiration of this lease or termination of the tenancy by forfeiture or otherwise, the Lessee shall surrender to the Lessor the leased premises in good order and condition, ordinary wear and tear expected. In the event of such termination or default the Lessee shall have the right to remove the machinery and/or equipment upon the business premises on the condition that the Lessee assume full responsibility for said removal and agrees to provide adequate financial safeguard satisfactory to the Lessor for any and all repairs made necessary as a result of damage that may occur from such removal. In the event of default, the defaulting party shall be liable for the costs, including reasonable attorney fees, incurred by the non-defaulting party in enforcing its rights under this agreement.

TERMINATION

13. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.

14.

CONDEMNATION:

15. In the event of any eminent domain, condemnation, or other adverse proceedings are filed as pertains to the leased premises, the negotiation, settlement, and rights to all such proceeds shall be the sole property of the Lessor.

NOTICE:

16. It is agreed that wherever this agreement provides that written notice should be mailed from one party to the other, certified mail notice to the respective party is required and shall be sufficient and mailed as follows:

LESSOR: PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT
P.O. BOX 336
PLEASANT VIEW, TN 37146

LESSEE: CHEATHAM COUNTY, TENNESSEE
350 FREY STREET
ASHLAND CITY TN 37015

LESSOR:
PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT

By: _____
Fire Chief

By: _____
President of Board of Directors

LESSEE:
CHEATHAM COUNTY, TENNESSEE

By: _____

RESOLUTION: 16(C)

RESOLUTION TITLE: To Approve Mayor's Signature On Architect & Design Contract With Johnson & Associates Regarding New South Cheatham Library Facility

DATE: April 20, 2026

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

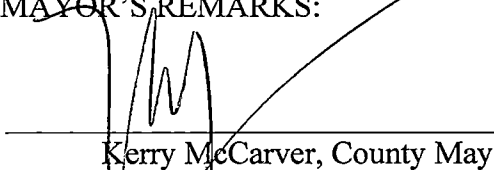
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Architect & Design Contract with Johnson & Associates regarding New South Cheatham Library Facility is approved.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

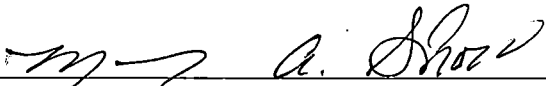


 Kerry McCarver, County Mayor

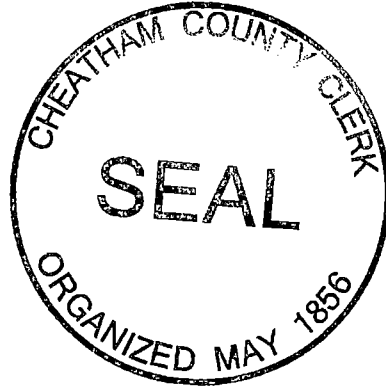
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 18 » day of « February » in the year « 2026 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« Cheatham County, Tennessee » « »
« 350 Frey Street »
« Ashland City, TN 37015 »
« Telephone Number 615-792-4316 »

and the Architect:
(Name, legal status, address and other information)

« Rufus Johnson Associates » « »
« 1740 Memorial Drive, Suite 2 »
« Clarksville, TN 37043 »
« Telephone Number 931-647-6301 »

for the following Project:
(Name, location and detailed description)

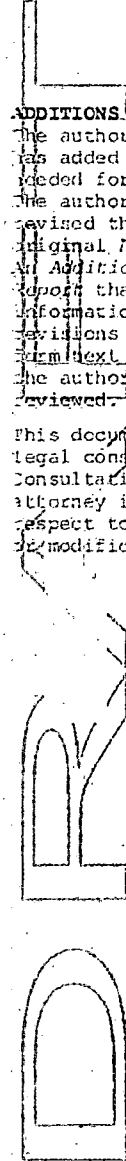
« Cheatham County Public Library - New South Branch and North Branch Renovation »
« E. Kingston Springs Road, Kingston Springs, TN 37082 (South Branch) »
« 188 County Services Drive, Suite 220 Ashland City, TN 37015 (North Branch) »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The Project consists of the planning, design, and construction administration services for a new South Branch Public Library, and also includes architectural and related professional services for limited interior renovations and upgrades to the existing North Branch Public Library facility, for Cheatham County. A program for each branch will be developed working with the Cheatham County Library Board of Trustees Work Group(s).

Various items may be noted by abbreviation: TBD (To be determined). These will be coordinated with the Owner at a later date. These may be incorporated by amendment where necessary.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size, location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The new full-service South Branch Public Library is anticipated to be roughly 7,000 square foot. The new facility will replace an existing library and is intended to serve as a modern public library providing collections, technology access, community meeting spaces, staff work areas, and related support functions. The Project site is located on property donated to Cheatham County by the Cheatham County School District and is situated between Harpeth Middle School and Cheatham County Emergency Medical Services Station No. 3. The Project will include

coordination with Cheatham County, the School District, and adjacent facilities as necessary to address site access, utilities, and compatibility with surrounding uses.

The anticipated scope of work of the North Branch Public Library facility is anticipated to include improvements to select interior finishes and the addition of an elevator to enhance accessibility and functionality. No exterior work is anticipated as part of the North Branch scope; however, limited exterior modifications may be required solely to the extent necessary to accommodate the elevator installation and related code-compliant access, and only if expressly authorized by the Owner. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« TBD »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« TBD »

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« TBD »

.4 Other milestone dates:

« TBD »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« TBD »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« Kerry R. McCarver, Mayor »
« 350 Frey Street »
« Ashland City, TN 37015 »

« 615-792-4316 »

« »

« The Mayor will appoint a representative(s) for each branch to manage the work required by Owner. »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« TBD »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

1 Geotechnical Engineer:

« See § 4.1 Supplemental Services » « »

« »

« »

« »

« »

2 Civil Engineer:

« See § 4.1 Supplemental Services » « »

« »

« »

« »

« »

3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« See § 4.1 Supplemental Services »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

« Rufus S. Johnson III »

« 1740 Memorial Drive, Suite 2 »

« Clarksville, TN 37043 »

« Telephone No. 931-647-6301 »

« »

« In the absence of Rufus S. Johnson III, Daniel J. Binkley, Vice President and Partner, is authorized to act on behalf of the Architect and to make binding decisions under this Agreement. »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1 Structural Engineer:

« Ross Bryan Associates » « »

« 1 Vantage Way Suite B-400 »

« Nashville, TN 37228 »

« »

« »

.2 Mechanical Engineer:

«Smith Seckman Reid »« »
« 2995 Sidco Dr »
« Nashville, TN 37204 »
« »
« »

.3 Electrical Engineer:

« Smith Seckman Reid »« »
« 2995 Sidco Dr »
« Nashville, TN 37204 »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« See § 4.1 Supplemental Services »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use Article 12 § 12.1, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 *Intentionally omitted.*

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$ « 1,000,000.00 ») for each occurrence and «two million dollars» (\$ « 2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «one hundred thousand dollars» (\$ « 100,000.00 ») each accident, «one hundred thousand dollars» (\$ « 100,000.00 ») each employee, and «five hundred thousand dollars» (\$ « 500,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «one million dollars» (\$ « 1,000,000.00 ») per claim and «two million dollars» (\$ « 2,000,000.00 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article-3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choice, and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction, and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. Notwithstanding anything herein to the contrary, procurement of contractors shall be by competitive bids.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;

- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors;
- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques,

sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect & Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	Architect & Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	Architect & Owner
§ 4.1.1.22 Security evaluation and planning	Architect & Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	Architect

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Geotechnical Engineer	Architect
§ 4.1.1.31 Surveyor	Owner
§ 4.1.1.32 Code Required Special Inspections	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Programming: The Architect shall assist the Owner in developing the program for the South Branch Public Library. The program shall be based on the Owner's operational needs, space requirements, and budget parameters.

Multiple Preliminary Designs: The Architect shall provide preliminary design services for the South Branch Public Library, including the development of up to three (3) conceptual design alternatives for the Owner's review and evaluation. The Owner shall select a preferred alternative to advance the Project.

Existing facilities surveys: The Owner shall provide the Architect with any existing drawings, plans, and records for the North Branch Public Library that are available to the Owner. Based on the anticipated scope of work, the Architect anticipates performing existing facilities survey services in-house. The Architect may retain a qualified third-party consultant to perform all or a portion of these services if required due to the availability or completeness of existing documentation, the extent of field verification necessary, or other conditions not known at the time of execution of this Agreement. The Architect's existing facilities survey services shall be limited to visual observations and field verification reasonably accessible at the time of the survey and shall not include destructive testing or concealed conditions.

Site evaluation and planning: The Architect shall provide this service as part of preliminary design services.

Civil engineering: The Architect shall retain a licensed civil engineer to provide civil engineering services for the Project. The Civil Engineer shall be:

TTL, Inc.
2971 International Blvd
Clarksville, TN 37040

Landscape design: The Architect shall retain a qualified Consultant to provide these services, to be identified following execution of this Agreement. Selection of the Consultant shall be subject to the Owner's review and approval.

Architectural interior design: Rufus Johnson Associates shall provide interior finish coordination and selection services and shall coordinate with the Owner regarding Owner designed, furnished and installed Furniture, furnishings, and equipment (also referred to as FF&E). The Architect shall have no responsibility for the selection, procurement, purchasing, contracting, delivery, installation, or performance of FF&E.

Telecommunications/data design: The Architect's services related to telecommunications and data design shall be limited to coordination with the Owner, the Owner's forces, and/or Owner-retained third-party consultants responsible for telecommunications and data planning and design. The Architect shall incorporate into the design reasonable architectural and infrastructure provisions, including pathways, spaces, and coordination with other building systems, to support the telecommunications and data requirements and recommendations provided by the

Owner or the Owner's consultants. The Owner shall be responsible for establishing telecommunications and data system requirements, standards, and operational criteria.

The Architect shall not be responsible for the design, performance, operation, or effectiveness of telecommunications or data systems unless the Architect is expressly authorized by the Owner to retain a telecommunications/data consultant as an Additional Service, as described below.

If requested by the Owner, the Architect may retain a qualified telecommunications/data consultant to provide telecommunications and data design services as an Additional Service, subject to mutually agreed scope and compensation. If such services are authorized, the Architect shall retain a qualified telecommunications/data consultant, a licensed professional engineer where required, to provide telecommunications and data design services for the Project. The Consulting Engineer shall be:

Smith Seckman Reid
2995 Sidco Dr
Nashville, TN 37204

Security evaluation and planning: The Architect's services related to security evaluation and planning shall be limited to coordination with the Owner, the Owner's forces, and/or Owner-retained third-party consultants responsible for security planning and design. The Architect shall incorporate into the design reasonable architectural and infrastructure provisions, including building layout, access points, and coordination with other building systems, to support the security requirements and recommendations provided by the Owner or the Owner's consultants. The Owner shall be responsible for establishing security objectives, policies, and operational criteria.

The Architect shall not be responsible for the design, performance, operation, or effectiveness of security systems unless the Architect is expressly authorized by the Owner to retain a security consultant as an Additional Service, as described below.

If requested by the Owner, the Architect may retain a qualified security consultant to provide security evaluation and planning services as an Additional Service, subject to mutually agreed scope and compensation. If such services are authorized, the Architect shall retain a qualified security consultant, a licensed professional engineer where required, to provide security evaluation and planning services for the Project. The Consulting Engineer shall be:

Smith Seckman Reid
2995 Sidco Dr
Nashville, TN 37204

Multiple bid packages: The Project will require separate bid packages for the South Branch Public Library and the North Branch Public Library, including separate bidding documents and coordination as necessary. The Architect shall prepare and coordinate separate bid packages for the South Branch Public Library and the North Branch Public Library.

Geotechnical Engineer: At the Owner's request, the Architect shall retain a geotechnical engineer to provide services that are customarily provided directly by the Owner, including geotechnical investigation and reporting. Such consultants shall be retained solely for the benefit of the Project.

The Architect shall not be responsible for the means, methods, techniques, sequences, or procedures of the geotechnical engineer, nor for their professional judgments, findings, recommendations, or conclusions. The Architect's responsibility shall be limited to reasonable coordination of such consultants' services consistent with the Architect's standard of care.

To the fullest extent permitted by law, the Architect's liability arising out of or related to geotechnical services performed by others retained by the Architect at the Owner's direction shall be limited to the amount of compensation paid to the Architect for administering such services.

The Architect may rely upon the accuracy and completeness of information, reports, and data prepared by the geotechnical engineer. The Architect does not warrant or guarantee subsurface conditions and shall have no responsibility for conditions that differ from those indicated in the geotechnical report.

Fees and reimbursable expenses associated with geotechnical engineering services shall be paid by the Owner as Reimbursable Expenses. The Architect shall not be responsible for nonperformance or delays caused by such consultants, provided the Architect has exercised reasonable care in their coordination.

If the Owner elects to contract directly with the geotechnical engineer at any time, the Architect's responsibility for those services shall immediately terminate, and the Owner shall assume all associated risks and responsibilities. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« **Commissioning:** If required by applicable law or regulation, the Owner shall retain and provide the services of an independent third-party Commissioning Agent. The Commissioning Agent shall review the design and bidding documents and verify construction activities, including testing and balancing, in accordance with applicable requirements. The Architect's role related to commissioning shall be limited to coordination with the Commissioning Agent and review of commissioning-related comments for consistency with the design intent during design and construction. The Architect shall not be responsible for performing commissioning services but may assist the Owner in the selection of the Commissioning Agent, if requested.

Furniture, furnishings, and equipment design: Furniture, furnishings, and equipment design shall be provided by the Owner.

Land Survey: The Owner shall retain a licensed land surveyor to provide a boundary and topographic and existing utility surveying. The Architect may rely upon the accuracy and completeness of information, reports, and data prepared by the surveyor.

The data shall be delivered in a three-dimensional digital model format, suitable for use in the Project's design development, in addition to any required two-dimensional drawings or reports.

Code Required Special Inspections: Special inspections required by applicable codes, statutes, or regulations shall be provided by the Owner through qualified third-party inspectors. The Architect's services related to special inspections shall be limited to coordination with the Owner and the Owner-retained inspectors and review of inspection reports for general conformance with the design intent.

The Architect shall not be responsible for performing special inspections, directing inspection activities, or certifying compliance with code requirements. If requested by the Owner, the Architect may assist the Owner in the selection of qualified special inspectors.

§ 4.1.2.2.1 See § 4.1.2.1 for additional information on Supplemental Services requiring coordination and/or services of both the Owner and Architect. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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User Notes:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence and documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- .2 « One per month » (« ») visits to the site by the Architect during construction.
- .3 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 « Two » (« 2 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Intentionally omitted.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2 the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 *Intentionally omitted*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This article is only applicable to the

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum
(Insert amount)

« The Architect's compensation shall be to be determined upon confirmation of the full scope of services. The basis for establishing the fee for Basic Services shall correlate with the State of Tennessee Designer's Fee Schedule, as applicable to the Project.

Compensation for Supplemental Services shall be identified and added to the compensation for Basic Services. The total compensation for Basic and Supplemental Services shall be established as a Stipulated Sum, which shall not be modified except in the event of a material change in the scope, scale, or complexity of the Project, as authorized in writing by the Owner.»

- 2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- 3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« In-house services shall be billed according to rate given below in § 11.7 and outside services shall be billed at a multiple of one point twenty (1.20), times the amount billed to the Architect for such services. Additional Services shall be preapproved in writing prior to Architect proceeding with work. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « twenty » percent (~~(20)~~%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Seventeen »	percent (« 17 »	%)
Design Development Phase	« Twenty-five »	percent (« 25 »	%)
Construction Documents Phase	« Thirty-five »	percent (« 35 »	%)
Procurement Phase	« Three »	percent (« 3 »	%)
Construction Phase	« Twenty »	percent (« 20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
RJA	
Firm President - Architect	\$275
Vice President - Architect	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	\$225
Architect / Project Manager / Interior Designer	\$195
Designer / Sr. Drafter / Asst. Project Manager	\$185
Graphics / Virtual Reality	\$165
Architectural Associate	\$150
Office / Clerical	\$125
TTL	
Senior Project Professional II	\$249
Project Manager III	\$183
Project Professional V	\$205
Project Professional III	\$179
Project Professional I	\$154
Project Technician VI	\$ 92
Project Land Surveyor III	\$220
RBA	
Principal	\$280
Vice President	\$255
Senior Associate (PE)	\$165

Associate Engineer (PE)	\$130
Engineer (PE)	\$120
Engineer (EIT)	\$105
Associate Modeler	\$135
Modeler	\$110
Administrative	\$105
SSR	
Principal	\$295
Sr. Project Manager	\$260
Project Manager	\$200
Sr. Engineer	\$235
Engineer	\$200
Sr. Designer	\$180
EIT	\$150
Designer	\$150
Project Coordinator	\$145
Clerical	\$115

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « Twenty » percent (« 20 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « Thirty-three thousand five hundred dollars » (\$ « 33,523.75 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« 1.5 » % « monthly »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« § 12.1 Digital Data Protocol

§ 12.1.1 General

§ 12.1.1.1 This Digital Data Protocol supplements and does not modify the Contract Documents, including the Agreement Between the Owner and Contractor and the General Conditions of the Contract for Construction. This Protocol shall also be included as part of the Supplementary Conditions to the AIA A201 General Conditions, where permitted.

§ 12.1.2 Purpose

§ 12.1.2.1 This Digital Data Protocol establishes standards and procedures for the creation, transmission, and use of Project-related digital data that is not intended to be relied upon as Building Information Modeling (BIM) data, including the following:

§ 12.1.2.1.1 Owner Reliance.

§ 12.1.2.1.1.1 Reliance by the Owner, whether through the Owner's forces or through Owner-retained third parties, for contractual, fabrication, construction, or similar purposes.

§ 12.1.2.1.2 Post-Construction Use.

§ 12.1.2.1.2.1 Reliance by the Owner for record, as-built, or as-constructed documentation or for operation, maintenance, or future modification of the Project following completion of construction.

§ 12.1.2.1.3 Contractor Reliance.

§ 12.1.2.1.3.1 Reliance by the Contractor or its subcontractors for contractual, fabrication, or construction purposes, unless expressly authorized in writing.

§ 12.1.2.2 Unless expressly authorized in writing, Project-related digital data is provided for reference and coordination purposes only and shall not be considered BIM data for reliance, fabrication, construction, or post-construction use.

§ 12.1.2.3 "Digital Data" includes, but is not limited to, PDF files, Revit models, CAD files, drawings, specifications, schedules, reports, submittals, and other electronic materials exchanged during the Project.

§ 12.1.3 Ownership and License

§ 12.1.3.1 All Digital Data remains the property of its creator and is protected by copyright under the applicable Prime Agreement. Transmission of Digital Data does not transfer ownership. Recipients are granted a limited, non-exclusive license to use such Digital Data solely for purposes of performing work on the Project, subject to the limitations set forth herein.

§ 12.1.4 Level of Reliance – General Rule

§ 12.1.4.1 No representation or warranty, express or implied, is made as to the accuracy, completeness, or suitability of any Digital Data for construction, fabrication, or installation purposes unless expressly authorized in writing.

§ 12.1.4.2 In the event of a discrepancy between any Digital Data and the Contract Documents, the signed and issued Contract Documents shall govern.

§ 12.1.5 Discipline-Specific Digital Data Limitations

§ 12.1.5.1 Revit Models – Non-Reliance Disclaimer

§ 12.1.5.1.1 Revit models may be developed during design to assist with visualization, coordination, and preparation of the Contract Documents. Unless expressly identified in a separate written agreement executed by all Parties as a "BIM Model for Reliance," such models shall not be considered BIM for contractual, fabrication, or construction reliance purposes.

§ 12.1.5.1.2 Revit models are design and coordination tools only and may include schematic elements, placeholder geometry, generic components, or partially developed systems. Models may differ from the Contract Documents and may not reflect complete detailing, tolerances, sequencing constraints, means and methods, or actual field conditions, including as-constructed conditions.

§ 12.1.5.2 CAD Files – Non-Reliance Disclaimer

§ 12.1.5.2.1 CAD files (including DWG, DXF, or similar formats) may be provided for background or coordination purposes only. Such files may not contain complete information, accurate dimensional fidelity, or field-verified conditions and shall not be relied upon for fabrication, dimensioning, layout, quantities, sequencing, or construction means and methods.

§ 12.1.5.3 Governing Documents

§ 12.1.5.3.1 In the event of any conflict between Revit models, CAD files, or other Digital Data and the Contract Documents, the Contract Documents shall control.

§ 12.1.6 Limitations of Use

§ 12.1.6.1 The Owner, Contractor and its Subcontractors shall not rely upon Digital Data, including Revit models or CAD files, for:

- Dimensions or layout
- Fabrication or shop drawing development
- Field installation or tolerance control
- Quantities, measurements, or takeoffs
- Means, methods, techniques, sequences, or procedures of construction
- Clash detection or coordination, unless expressly authorized in writing

§ 12.1.6.2 Any use of Digital Data beyond visual reference or background coordination shall be at the Owner's or Contractor's sole risk unless expressly authorized in writing.

§ 12.1.7 Contractor Responsibility

§ 12.1.7.1 The Contractor remains solely responsible for verifying all dimensions, quantities, field conditions, and constructability independent of any Digital Data. The Contractor acknowledges that reliance on Digital Data for purposes beyond those expressly permitted herein is undertaken at its own risk.

§ 12.1.7.2 Neither the Architect nor the Owner shall have responsibility or liability for the use, misuse, interpretation, or reliance upon Digital Data by Contractor. Any such use shall be at the Contractor's sole risk.

§ 12.1.7.3 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Architect and Owner from claims arising out of Contractors' use of Digital Data, except to the extent caused by the intentional misconduct of the Architect or its Consultants.

§ 12.1.8 File Formats

§ 12.1.8.1 Unless otherwise agreed in writing, the following formats shall be used:

- PDF for Contract Documents and official deliverables
- DWG or Revit export files for background or coordination use only

§ 12.1.9 Transmission

§ 12.1.9.1 Digital Data may be transmitted via email, secure file transfer, or an agreed project management platform. Transmission of Digital Data shall not constitute authorization for reliance, construction use or fabrication unless expressly stated in writing.

§ 12.1.10 Version Control

Recipients are responsible for verifying that they are using the most current and applicable version of Digital Data issued through official Project communication channels. The creator of Digital Data shall not be responsible for use of superseded, altered, or unauthorized versions.

§ 12.1.11 Subcontractor Use of Digital Data

§ 12.1.11.1 The Contractor shall be solely responsible for the transmission of Digital Data to its subcontractors, suppliers, fabricators, or other downstream parties ("Subcontractors"). The Contractor shall require Subcontractors, by written agreement, to be bound by the same limitations on use, reliance, and liability set forth in this Digital Data Protocol.

§ 12.1.11.2 Neither the Architect nor the Owner shall have responsibility or liability for the use, misuse, interpretation, or reliance upon Digital Data by Subcontractors. Any such use shall be at the Contractor's sole risk.

§ 12.1.11.3 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Architect and Owner from claims arising out of Subcontractors' use of Digital Data, except to the extent caused by the intentional misconduct of the Architect or its Consultants.

§ 12.1.12 No Modification of Risk Allocation

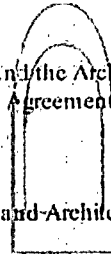
§ 12.1.12.1 Nothing in this Digital Data Protocol shall be deemed to modify the allocation of responsibilities, risks, or liabilities established elsewhere in the Contract Documents, including the Contractor's responsibility for construction means and methods, verification of conditions, and compliance with the Contract Documents. »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 *Intentionally omitted.*
- .3 Exhibits:



(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« Kerry R. McCarver » « Mayor »

(Printed name and title)

ARCHITECT (Signature)

« Rufus S. Johnson, III » « President, TN #00021346 »

(Printed name, title, and license number, if required)

RESOLUTION: 16(D)
RESOLUTION TITLE: To Approve Mayor's Signature On Quadiant Maintenance Contract For Postage Machines
DATE: April 20, 2026
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

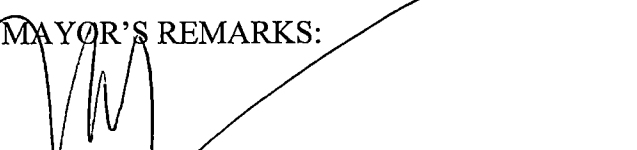
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Quadiant Maintenance Contract for Postage Machines is approved.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

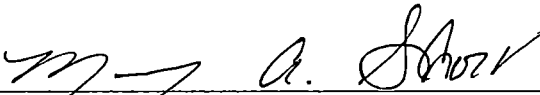


Kerry McCarver, County Mayor

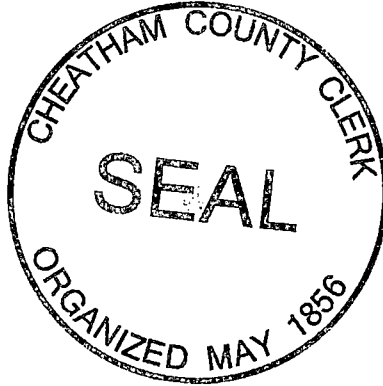
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk





Terms and Conditions

Quadiant Maintenance

Thank you for purchasing Maintenance Services from Quadiant, Inc., or its affiliate, ("Quadiant"). This document is a part of your Agreement with Quadiant and it provides additional details regarding Quadiant's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadiant agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadiant. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Quadiant. Quadiant may, at its option, designate a third party to provide Maintenance Services. Quadiant, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Quadiant while performing Maintenance Services become the property of Quadiant.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**

Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.

- **For Leased Products:**

If the Products are being leased from Quadiant Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.

- **Other Fees:**

In addition to the Maintenance Fees, Customer agrees to pay: (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Quadiant is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Quadiant's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadiant may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Quadiant prior to the end of the Initial Maintenance Term, or any renewal term, the Maintenance Services shall automatically renew for an additional one (1) year term at Quadiant's then-current rate for such service.



- **For Leased Products:**

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadiant of a need for service by contacting Quadiant in the manner directed by Quadiant. Quadiant may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadiant determines that on-site service is necessary, Quadiant shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIANT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadiant's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadiant or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadiant
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadiant's specifications;
- Recovery of any customer data stored within Quadiant Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadiant determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadiant and application configuration and set-up. In the event Customer requests Quadiant to perform an Excluded Service, Customer shall pay Quadiant its then-current hourly rate for those services (including travel time), as well as Quadiant's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadiant's published specifications. Except as specified and approved by Quadiant, Customer shall not perform, or permit third parties



to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadiant performing Maintenance Services.

USE OF QUADIANT SUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadiant Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadiant components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadiant may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadiant full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Quadiant.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadiant's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Quadiant may terminate the Maintenance Services, upon written notice to Customer, if:

- Customer defaults on any payment due under this Agreement;
- The Products exceed the maximum monthly or lifetime cycle counts for such Products;
- The Products are modified, damaged, altered or serviced by personnel other than the Quadiant Authorized Personnel;
- Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;
- Customer refuses to obtain Complete System Coverage;
- Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;
- Customer decides not to proceed with any Reconditioning that is deemed necessary by Quadiant.

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

**Click [HERE](#) for recommended monthly volume limits.

Master Agreement #: **CTR058809**
Contractor: **QUADIENT, INC.**
Participating Entity: **STATE OF TENNESSEE**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all Authorized Users in accordance with Attachment A, Statewide Contract Term E.3.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

This Participating Addendum shall become effective after it is duly approved by the Parties and all appropriate State officials and shall terminate on May 14, 2025, unless terminated sooner or otherwise amended in accordance with the terms set forth herein.

Approvals shall be evidenced by signature or electronic approval.

This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Quadient, Inc. Ryan Mikel
Address:	478 Wheelers Farm Road Milford, CT 06461
Telephone:	651-592-1226
Fax:	
Email:	r.mikel@quadient.com

PARTICIPATING ENTITY:

Name:	State of Tennessee, Central Procurement Office
Address:	312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone:	615-253-8900
Fax:	615-741-0684
Email:	Erik.Busby@tn.gov

Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

The State of Tennessee Participating Addendum includes modifications to the Master Agreement as well as additional Terms and Conditions. See Attachment A.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058809. Attachment E reflects the lease agreement Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

5.a Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and the Contractor.

6. Purchase Agreements: Equipment purchase Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058809

7. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

8. Entire Agreement: This Participating Addendum and the Master Agreement number CTR058809 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall

prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: Michael F. Perry-EL Digitally signed by Michael F. Perry-EL Date: 2024.05.10 12:48:27 -05'00'	Signature: <i>John Tartaro</i>
Name:	Name: John Tartaro
Title:	Title: Deputy, CFO
Date:	Date: May 07, 2024

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

**STATE OF TENNESSEE PARTICIPATING
ADDENDUM TO NASPO MASTER AGREEMENT
#CTR058809
MAILROOM EQUIPMENT, SUPPLIES, AND
MAINTENANCE**

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: 478 Wheelers Farm Road Milford, CT 06461
Contractor Edison Registration ID # 0000001456

- A. SCOPE: This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and Quadient, Inc, (hereinafter "Contractor") is for the provision of Mailroom Equipment Supplies, and Maintenance.
- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be 90 days with one year of maintenance in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058809. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, the Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.3. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. PAYMENT TERMS AND CONDITIONS:

- B.1. Estimated Liability. In no event shall the estimated liability of the State under this Contract exceed three million dollars (\$3,000,000) ("Estimated Liability"). This Contract does not grant

the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- B.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- B.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in the Master Agreement and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- B.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- B.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1.) Invoice number (assigned by the Contractor)
 - (2.) Invoice date;
 - (3.) Contract number (assigned by the State);
 - (4.) Customer account name: State Agency & Division Name;
 - (5.) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6.) Contractor name;
 - (7.) Contractor Tennessee Edison registration ID number;
 - (8.) Contractor contact for invoice questions (name, phone, or email);
 - (9.) Contractor remittance address;
 - (10.) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11.) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12.) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13.) Amount due for each compensable unit of good or service; and Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1)) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

- (2)) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3)) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4)) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

B.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

B.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

B.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

B.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

C. MANDATORY TERMS AND CONDITIONS:

C.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

C.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Ryan Mikel, Manager Government Accounts
Quadient, Inc.
478 Wheelers Farm Road Milford, CT
06461 L.Waters@quadient.com
Telephone # 651-592-1226

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- C.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- C.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- C.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. And that any leases or rental agreements that were entered prior to any such Contract termination or expiration shall survive for their stated term and shall not terminate as a result of the termination or expiration of this Contract. (PA). In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- C.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

- C.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- C.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- C.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- C.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- C.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- C.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- C.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- C.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- C.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- C.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- C.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments, or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- C.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-

party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- C.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- C.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- C.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the

Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

C.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

C.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

C.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

C.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

- C.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§9-8-101-408.
- C.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- C.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- C.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- C.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes attachment A, B, and C.];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- C.31. Iran Investment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- C.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor

agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

THE INSURANCE OBLIGATIONS UNDER THIS CONTRACT SHALL BE: (1)—ALL THE INSURANCE COVERAGE AND POLICY LIMITS CARRIED BY THE CONTRACTOR; OR (2)—THE MINIMUM INSURANCE COVERAGE REQUIREMENTS AND POLICY LIMITS SHOWN IN THIS CONTRACT; WHICHEVER IS GREATER. ANY INSURANCE PROCEEDS IN EXCESS OF OR BROADER THAN THE MINIMUM REQUIRED COVERAGE AND MINIMUM REQUIRED POLICY LIMITS, WHICH ARE APPLICABLE TO A GIVEN LOSS, SHALL BE AVAILABLE TO THE STATE. NO REPRESENTATION IS MADE THAT THE MINIMUM INSURANCE REQUIREMENTS OF THE CONTRACT ARE SUFFICIENT TO COVER THE OBLIGATIONS OF THE CONTRACTOR ARISING UNDER THIS CONTRACT. THE CONTRACTOR SHALL OBTAIN AND MAINTAIN, AT A MINIMUM, THE FOLLOWING INSURANCE COVERAGES AND POLICY LIMITS.

d. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

e. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

f. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

g. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than six million dollars (\$6,000,000) per occurrence or claim and six million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than six million dollars (\$6,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

h. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- C.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit

sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

- C.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- DB Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public

D. SPECIAL TERMS AND CONDITIONS:

- D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- D.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to NASPO Solicitation #BPM003137 (and per Contract Attachment C) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, upon request, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- D.3. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local governmental agencies;
 - c. members of the University of Tennessee or Tennessee Board of Regents systems;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

- D.4. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number

3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- D.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- D.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- D.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- D.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

D.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor

D.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type I audit. The State shall approve the audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor and after an NDA with the State has been signed. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies that are first agreed upon by both parties as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon mutual agreement of the parties regarding scope, content and auditors after reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontract(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 48 HOURS
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 HOURS
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- D.11. **Prison Rape Elimination Act (PREA).** The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- D.12. **Lobbying.** The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors, or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

D.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("G_BA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PI only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within seventy-two (72) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

D.15. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

D.16. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

D.17. Procurement of Recovered Materials. If applicable:

In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be

acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.

Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D.18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.19. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

D.20. Access to Records. If FEMA funds are used in whole or in part:

- a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any

books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- D.21. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- D.22. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- D.23. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- D.24. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- D.25. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States:

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IN WITNESS WHEREOF,

QUADIENT, INC.:

John Tartaro

May 07, 2024

CONTRACTOR SIGNATURE

DATE

John Tartaro, Deputy CFO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

**Michael F. Perry-
EL**

Digitally signed by Michael F.
Perry-EL
Date: 2024.05.10 12:48:55 -05'00'

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly.	
SUBJECT CONTRACT NUMBER:	CTR058809
CONTRACTOR LEGAL ENTITY NAME:	Quadient, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	0000001456

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

John Tartaro

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

John Tartaro, Deputy CFO

PRINTED NAME AND TITLE OF SIGNATORY

May 07, 2024

DATE OF ATTESTATION

ATTACHMENT C

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____ %.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

Basic Details

Document ID : 5cfecb4b1f539a1051334d61-663a7cd32a29811 **Status :** Completed

Subject : e.biedlingmaier@quadiant.com has invited you to review and sign the document "TN_Quadiant_-_Model_PA_Draft_Final". **Document Origin :** e.biedlingmaier@quadiant.com

Document Pages : 29 **Signature :** 3

Certificate Page : 1 **Initials :** 0

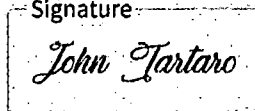
Time Zone : America/New_York **IP Address :** 100.34.43.150

Signer

Timestamps

John Tartaro
j.tartaro@quadiant.com

Signature

**Sent :** May 07, 2024 03:14:28 PM**Viewed :** May 07, 2024 03:19:27 PM**Signed :** May 07, 2024 03:21:06 PM**Security Level :** Email**Signature Adoption :** Pre-Selected Styles**Using IP Address :** 24.151.13.192

Document Events

Status

Timestamps

Document Sent	Hashed/Encrypted	May 07, 2024 03:14:28 PM
Certified Delivered	Security Checked	May 07, 2024 03:14:28 PM
Signing Complete	Security Checked	May 07, 2024 03:21:06 PM
Completed	Security Checked	May 07, 2024 03:37:42 PM

Customer

Organization DBA	Cheatham County Government		
Address	354 Frey ST STE D		
City State Zip	Ashland City	TN	37015
Phone	(615) 792-2037	Fax	

Purchase Order - Purchase

NASPO/ValuePoint Contract #: CTR058809
and / or
State Participating Addendum (PA) #:
00082940 (TN)

Vendor

Company Name	Quadient Inc.	FEDERAL ID#	94-2388882
Attention	Government Sales	DUNS#	080708241
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(203) 301-3400	Fax	(203) 301-2600

Ship To

Organization	Cheatham County Government		
Attention	Sandrine Batts		
Address	100 Public Sq STE 15		
City State Zip	Ashland City	TN	37015
Phone	(615) 792-2037	Email	sandrine.batts@cheathamcounty.tn

P.O. Number	P.O. Date	Requisitioner	Shipped Via Ground	F.O.B. Point Destination
-------------	-----------	---------------	-----------------------	-----------------------------

Products

QTY	Product ID	Description	Unit Price	Total
1	IX5AF	IX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge	\$3,253.25	\$3,253.25
1	IXWP5	IX Series 5 lb Weighing Platform	\$884.00	\$884.00
1	IXWP5DW	IX-5 Series Base 5lb. Differential Weighing	\$156.00	\$156.00
			Grand Total	\$4,293.25

Delivery, installation, and operator training are included at no charge for the above products.

Related Services

Type	Notes	Unit	Unit Price	Terms
Meter Rental	Includes resets and postal rate changes	Months	\$37.00	Quarterly Invoicing
Equipment Maintenance (on site)	First Year Free, Invoicing commences in year two	Years	\$828.00	Quarterly Invoicing

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
Quadient, Inc.
Dept 3589
PO Box 123689
Dallas TX 75312-3689

3) Send all correspondence to:
Quadient, Inc.
478 Wheelers Farms Rd
Milford CT 06461
Phone: 203-301-3400
Fax: 203-301-2600

Authorized by _____ Date _____

Print Name _____ Title _____

Customer

Organization	Cheatham County Government		
DBA			
Address	354 Frey St STE D		
City State Zip	Ashland City	TN	37015
Phone	(615) 792-2037	Fax	

Purchase Order - Purchase

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 00082940 (TN)

Vendor

Company Name	Quadient Inc.	FEDERAL ID#	94-2388882
Attention	Government Sales	DUNS#	080708241
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(203) 301-3400	Fax	(203) 301-2600

Ship To

Organization	Cheatham County Government		
Attention	Sandrine Batts		
Address	354 Frey St STE D		
City State Zip	Ashland City	TN	37015
Phone	(615) 792-2037	Email	sandrine.batts@cheathamcounty.tn

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point
			Ground	Destination

Products

QTY	Product ID	Description	Unit Price	Total
1	IX7	IX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge	\$4,686.50	\$4,686.50
1	IXWP10	IX Series 10 lb Weighing Platform	\$1,137.50	\$1,137.50
1	IXDW10	IX Series 5/7/7PRO Base 10lb. Differential Weighing	\$217.75	\$217.75
			Grand Total	\$6,041.75

Delivery, installation, and operator training are included at no charge for the above products.

Related Services

Type	Notes	Unit	Unit Price	Terms
Meter Rental	Includes resets and postal rate changes	Months	\$57.00	Quarterly Invoicing
Equipment Maintenance (on site)	First Year Free, Invoicing commences in year two	Years	\$1,164.00	Quarterly Invoicing

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient, Inc.
 Dept 3089
 PO Box 123689
 Dallas TX 75312-3889

3) Send all correspondence to:
 Quadient, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by Date

 Print Name Title

RESOLUTION: 16(E)

RESOLUTION TITLE: To Approve Mayor's Appointment Of Clint Biggers To The Solid Waste Regional Planning Board

DATE: April 20, 2026

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

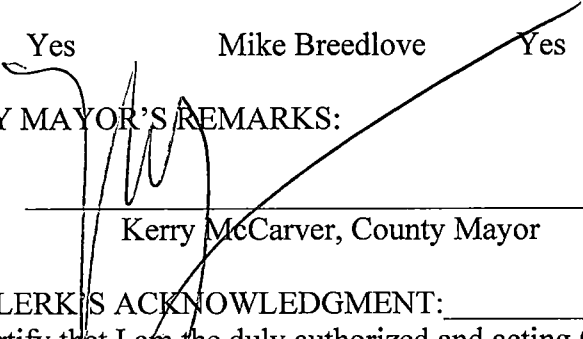
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's new appointment of Clint Biggers to the Solid Waste Regional Planning Board to replace Marie Stafford for a term ending 3/31/2027 is approved.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

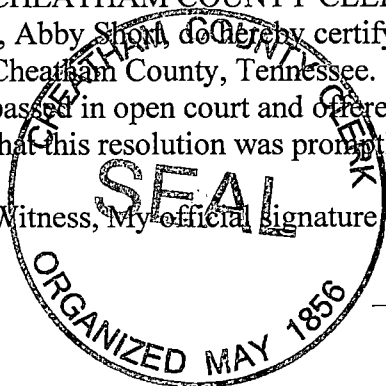


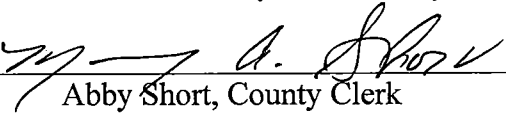
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.





 Abby Short, County Clerk

RESOLUTION: 16(F)

RESOLUTION TITLE: To Approve Mayor's Signature On Agreement With GovEase For Chancery Court Regarding Auctioning Off Delinquent Taxes

DATE: April 20, 2026

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

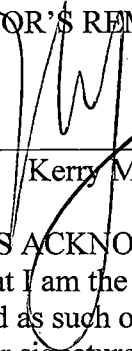
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Agreement with GovEase for Chancery Court regarding auctioning off delinquent taxes is approved.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

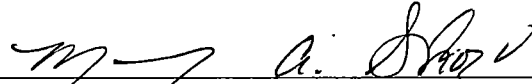


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk





**AGREEMENT FOR ONLINE
AUCTION PORTAL**

Between

Cheatham County, Tennessee

And

GovEase Auction, LLC

I. The Agreement

THIS AGREEMENT FOR ONLINE AUCTION PORTAL (this "Agreement") is executed and entered into by and between Cheatham County, Tennessee ("the Customer") and GovEase Auction, LLC, a Mississippi limited liability company ("GovEase") on February 1, 2026 (the "Effective Date"). In consideration of the promises, rights, obligations, and consideration set forth below, and intending to be legally bound thereby, the parties hereby agree as follows:

I. Initial Term and Renewal

The term of this Agreement shall commence on the Effective Date and shall continue remain in force until one (1) year (the "Initial Term"); unless terminated earlier pursuant to the terms of this Agreement. Provided that neither party is in default hereunder beyond applicable periods of grace and/or notice and cure, upon the conclusion of the Initial Term, or any Renewal Term (as defined below), this Agreement shall be automatically renewed for additional term of one (1) year (the "Renewal Term") upon all terms, conditions and obligations set forth herein unless either party notifies the other ninety (90) days in advance before the end of the Initial Term or any applicable Renewal Term that they do not intend to renew.

III. Scope of Services

- a. In exchange for payment by the Customer as set forth in Section IV of this Agreement, GovEase will provide the services outlined in Exhibit "A" attached hereto and incorporated herein by reference of this Agreement.
- b. The services to be performed pursuant to this Agreement shall be performed in accordance with the applicable laws and regulations of the State of Tennessee.

IV. Fees and Billing

In consideration of the services to be rendered by GovEase as set forth in this Agreement, the Customer shall pay or cause to be paid to GovEase the fees set forth and in accordance with Exhibit "B" and Exhibit "B(A)" attached hereto and incorporated herein by reference of this Agreement.

V. Modification

This Agreement may only be modified, altered, or amended by a written instrument duly executed or initialed by authorized representatives of the Customer and GovEase.

VI. Notice

Any notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as FedEx) or by certified mail (return receipt requested) to the following addresses:

CUSTOMER:

Cheatham County, Tennessee
100 Public Square
Ashland City, Tennessee 37015
Attention: Rhonda Vaughn
Its: Clerk & Master

GOVEASE:

James C. Pittman, CEO & Owner
GovEase Auction, LLC
2080 Main Street, Suite 200
Madison, MS 39110

VII. Limited Warranties

GovEase warrants that the web site and internet application, when provided with accurate and properly formatted data from and by the Customer and from and by third-party users, and when accessed by properly functioning software and equipment of third-party users with the appropriate system requirements, including, but not limited to devices with internet access that are updated with current operating systems, patches and installed with current versions of commonly used web browsers will perform substantially as required in order to facilitate the Customer's online auction(s). For the purposes of this Agreement, the term "third party users" shall be defined as bidders or participants in auctions conducted by GovEase on behalf of the Customer pursuant to this Agreement. In the event that failures or defects arise with the web site or internet application prior to, during or after an auction, GovEase will, at no charge to the Customer, make any necessary corrections to the web site and/or internet application so that the web site performs substantially as required under the terms of this Agreement, and will use its commercially reasonable best efforts to make such necessary corrections applicable within a reasonable period of time of being notified by the Customer of any such failures or defects in the web site, provided that the Customer provides GovEase with information necessary and sufficient to correct such failure or defect upon GovEase's request. In the event GovEase is not able to make such corrections applicable within a commercially reasonable time, a GovEase representative will confer with a representative of the Customer to advise the Customer on the status of problem resolution and anticipated time of correction.

VIII. Breach and Termination

- a. In the event of the occurrence of a material breach or violation of this Agreement by a party, the non-breaching party shall provide written notice to the breaching party regarding the occurrence of and facts surrounding said material breach or violation of this Agreement, along with a description of the steps necessary to remedy, resolve or remove the material breach or violation. If said material breach or violation is not remedied, resolved, or removed within sixty (60) days after such written notice, the non-breaching party may immediately terminate this Agreement, by providing immediate written notice to the breaching party.
- b. Termination of this Agreement shall not deprive a party of other remedies available under this Agreement or the applicable law for failure of a party to perform its obligations under this Agreement.

Failure of either party to enforce a material breach or any violation of the terms of this Agreement or to exercise any remedies hereunder shall not be considered as a waiver of that party's rights, respectively, with respect to any subsequent breach or violation.

- c. In the event of a party's breach or failure to perform its obligations under this Agreement and it becomes necessary for either party to employ an attorney to enforce compliance with any of the provisions herein contained or to give advice, enforce or demand either party's rights or remedies hereunder, then the defaulting or breaching party shall be liable for the non-breaching or non-defaulting party's attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).
- d. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property intellectual property data of the other held by such party including, but not limited to, any of GovEase's Confidential Information as that term is defined in Section X of this Agreement, and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party, including Confidential Information, and has retained no duplicates or copies of, nor conveyed to any third party, any such property.
- e. The Customer acknowledges and agrees that the consideration which GovEase shall receive under this Agreement shall not and does not include any sum sufficient for GovEase to assume the risk of any incidental damages which might arise in connection with GovEase's use of the website, internet application and all other documents, files, reports, data summaries, work papers, electronic or otherwise. Accordingly, Customer agrees that GovEase shall not be responsible to Customer for any business down-time, inefficiencies, loss of profit, indirect, incidental, special or consequential damages arising out of the performance or failure to perform the terms of this Agreement or related to the Customer's licensing or use of the website, internet application or documentation, electronic or otherwise.

IX. Title

It is agreed between the parties that GovEase owns all rights, title and interest in and to the web site, internet application, and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement, as well as the related source code including copyright, trade secret, patent, trademark, servicemarks and other proprietary rights and all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to the Customer under any circumstances any of GovEase's ownership rights in the web site, internet application or the related source code.

X. License

- a. GovEase grants the Customer and its full-time, part-time or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable and non-exclusive license to access and use the web site and internet application solely in conjunction with the Customer's billing, collection and administration of the relevant taxes and auctions. This license immediately terminates upon any termination of this

Agreement. GovEase is acting as an Application Service Provider ("ASP") supplying to the Customer a hosted service via the Internet.

- b. The Customer acknowledges and understands that the GovEase web site and internet application licensed under this Agreement is owned by GovEase and constitutes a valuable trade secret belonging to GovEase. The Customer also acknowledges and understands that GovEase is willing to provide the Customer with certain proprietary business and technical information regarding its web site and internet application pursuant to this Agreement. It is expressly understood and agreed that the software used to develop and operate the web site and internet application; any related materials and documentation provided by GovEase, including without limitation information related to security, functionality or other technical aspects of the web site and internet application; the non-public pages of the web site; and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement (sometimes collectively referred to herein as "Confidential Information") constitute a valuable proprietary product and trade secret of GovEase embodying substantial creative efforts and secretive information, ideas, and expressions. The Customer agrees to hold all such Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Confidential Information and other materials designated by GovEase as Confidential Information. Such steps shall include, without limitation, refraining from taking any action in derogation of GovEase's ownership rights in the web site, internet application and Confidential Information and taking actions similar to those taken by the Customer with respect to protecting other third-party Confidential Information in its possession.
- c. The Customer shall not disclose or otherwise make available GovEase's Confidential Information in any form to any person except to those employees of the Customer or GovEase who need access to the information to facilitate the Customer's authorized use of the web site. Nothing herein shall be construed, however, to prohibit the Customer from making any disclosures required of the Customer pursuant to any legal process or request from any governmental authority having jurisdiction over the Customer, or from making disclosure required by applicable law. However, prior to any such disclosure, the Customer shall provide written notice at least thirty (30) days prior to any such disclosure to GovEase in order to enable GovEase to seek judicial relief. The Customer's obligations under this paragraph shall survive termination of this Agreement.

XI. Confidentiality

Each party agrees to treat any information they receive that is submitted to the web site by third party users, including without limitation, deposit amounts, social security numbers, bank account numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the web site. GovEase will not change the "privacy policy" without the Customer's consent, which such consent shall not be unreasonably withheld.

XII. Place of Execution; Governing Law; Venue

This Agreement shall be deemed to be executed in Cheatham County, State of Tennessee, regardless of GovEase's domicile, and shall be interpreted and construed in accordance with the laws of the State of

Tennessee. The parties agree that the venue for any and all claims between the parties arising from this Agreement shall be in the state or Federal courts of Tennessee and for Cheatham County, Tennessee.

XIII. Successors

The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of GovEase as GovEase shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnerships, association, corporation, or other legal entity. Customer shall not assign any right or obligation hereunder in whole or in part, without the prior written consent of GovEase.

XIV. Severability

- a. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, the applicable law shall control, and the offending provision shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder of this Agreement.
- b. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, then the parties hereby agree to modify said provision, in a writing to be an amendment to this Agreement to be signed by authorized representatives of the parties, to comply with the applicable law and to reflect the parties' intention, if any such written amendment to this Agreement is necessary.

XV. Force Majeure

- a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "force majeure." For purposes of this Agreement, the term "force majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including but not limited to natural disasters, wars, pandemics, power failures, internet outages and other acts of God.
- b. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall:
 1. Promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and
 2. Use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

XVI. Authorization

Both GovEase and the Customer each represent and warrant to the other that each is authorized by all required and necessary corporate or government authority or action to enter into this Agreement and that the individual(s) signing this Agreement on behalf of GovEase and the Customer are authorized to bind GovEase and the Customer to its terms. Furthermore, both GovEase and the Customer represent that they

are free to enter into this Agreement and that doing so, or performing the duties required under this Agreement, will not violate the terms of any other agreements or contracts between the parties and any third parties

XVII. Complete Agreement

This Agreement, and Exhibits A, B, B(A), and C which must be attached hereto constitute the entire understanding and Agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous Agreements, representations, warranties, and understandings of such parties, whether oral or written.

{Signatures to Appear on the Following Page}

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement for Online Auction Portal to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Agreement duly authorized to execute this Agreement on behalf of GovEase Auction, LLC or the Customer.

GOVEASE AUCTION, LLC, a Mississippi
limited liability company

By: _____

Printed Name: _____

Its: _____

Date: _____

Cheatham County, Tennessee

By: _____

Printed Name: _____

Its: _____

Date: _____

**EXHIBIT A TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT SCOPE OF SERVICES**

GovEase will administer auctions on behalf of the Customer using the GovEase website. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online auctions on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate auctions using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the auction shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by GovEase

1. GovEase will provide an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions using a process that replicates a live, public outcry auction.
2. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
 - a. A list of properties with delinquent taxes (typically referred to as an advertising list);
 - b. Data on bidders who participated in previous auctions with the Customer (should this information be readily available); and
 - c. Additional available data (tax records, appraiser's website/links to GIS maps, if readily available from the Customer).
3. GovEase will provide commercially reasonable and necessary training for third party users.
4. GovEase shall provide a host server for the web site. The website will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for auctions offered by the Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its commercially reasonable best efforts to make the web site available during most regular business hours during each auction conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such auction during most such business hours. During each such auction, GovEase shall provide to the Customer the technical support necessary to facilitate the Customer's conduct of online auctions.
5. Dependent to the customer's selection in **Exhibit "B(A)"**, if the Customer chooses to handle payments within their office:
 - a. The Customer will maintain all auction proceeds, deposits, billing, and fee payments.
 - b. The Customer will maintain the process of all bidder approvals.
6. Dependent on the Customer's selection in **Exhibit "B(A)"**, if the Customer requests the option to have payments processed as an additional service to the online auction;

- a. GovEase may facilitate and process payments itself or through one or more third party payment processor relationship(s) GovEase may maintain. Such facilitation and processing of payments shall include but shall not be limited to managing and maintaining all auction proceeds, deposits, billing, and fee payments as well as, refunding of deposits.
 - b. GovEase will handle all bidder approvals on behalf of the Customer under this agreement accompanying the Customer's registration requirements.
7. The Customer hereby agrees and acknowledges that the scope of services under this Agreement are specifically set forth above. In the event that: (a) the Customer desires or expresses an interest in or asks for more customized services which are more customized than set forth above; (b) OR if the Customer requests changes to GovEase's products, including, but not limited to GovEase's "website", GovEase's "internet application"; (hereinafter (a), (b) and (c) are collectively referred to as ("Customizations"), then GovEase has the right to and the option to submit an **Exhibit "C"** entitled "Customization Feature Request List" to the Customer with a description of what customizations the Customer is requesting, a time estimate (if applicable) and a new and additional charge to be paid by Customer to GovEase pursuant to the same payment and billing terms provided for in the body of this Agreement. Both parties must execute or have an authorized representative initial any such **Exhibit "C" - Customization Feature Request List** before GovEase is obligated to perform any such addition to the scope of services or any customized services or more customized products, regardless of whether such **Exhibit "C"** is executed with the original body of the Agreement or such **Exhibit "C"** is executed on a date after the parties hereto execute the original body of this Agreement. If GovEase elects to provide any such **Exhibit "C"**, then only after it is signed by both parties hereto shall GovEase be obligated to perform such customized services or products. GovEase also reserves the right to demand partial payment or full payment for the Customization Feature Request List charges before undertaking such additional customized work.

GovEase Authorized
Representative

Initial Here

Customer Authorized
Representative

Initial Here

**EXHIBIT B TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT FEES AND BILLING**

1. For each auction administered by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee based on the Customer's selection in **Exhibit "B(A)."**
2. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section IV (4) of this Agreement for services provided under this Agreement to the Customer within thirty (30) days of providing services. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."
4. If the Customer selects on **Exhibit "B(A)"** the option of having payment processing provided as an additional service to the online auction;
 - a. GovEase itself or pursuant to its third party payment processor relationship(s) shall work cooperatively with the Customer to transmit the proceeds from the auction to the county once all funds have been processed, settled and cleared.

GovEase Authorized
Representative

Initial Here

Customer Authorized
Representative

Initial Here

**EXHIBIT B(A) TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT FEE TABLES**

Tennessee Deed Sale

<u>GovEase Facilitates Payments</u>	
<u>\$275.00 / Parcel</u>	<ul style="list-style-type: none">• The Customer shall pay or cause to be paid to GovEase a per parcel fee outlined to the left. This fee will be assessed when the suit is filed with the proper court.• GovEase will receive no fee for parcels which are offered for sale but receive no bid.• The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory charges and third-party access fees.• In no event will GovEase be liable to the Customer for non-payment by a bidder.• All fees associated with a bidder's payment will be paid by the bidder. This includes, but is not limited to, convenience fees for credit and debit service fees for ACH/e-check, and banking fees.

GovEase Authorized
Representative

Initial Here

Customer Authorized
Representative

Initial Here

**EXHIBIT C TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT CUSTOMIZATION FEATURE REQUEST LIST**

<u>Number</u>	<u>Item Type</u>	<u>Description</u>	<u>Time Estimate</u>	<u>Cost Estimate</u>
Total				

GovEase Authorized
Representative _____
Initial Here

Customer Authorized
Representative _____
Initial Here

RESOLUTION: 16(G)
RESOLUTION TITLE: To Approve Mayor's Signature On RJ Young Contract For VSO Copier
DATE: April 20, 2026
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

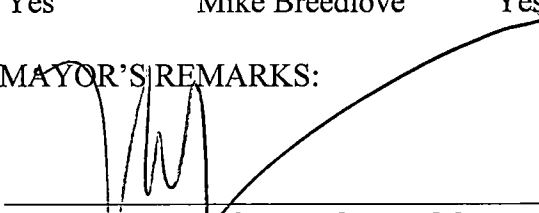
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the RJ Young Contract for VSO copier is approved.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

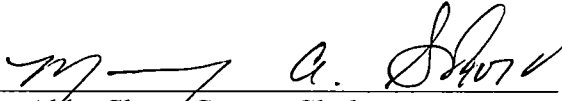


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



KJ Young Company - Nashville

P.O. Box 280358 Nashville, TN 37228

(615)255-8551

(800)347-1955

Order # JU6C00

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep #	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. CHEATHAM COUNTY VETERANS SERVICE OFFICE				Customer Name CHEATHAM COUNTY VETERANS SERVICE OFFICE			
Department				County			
Street Address 322 FREY ST				Street Address 322 FREY ST			
City ASHLAND CITY		State TN	Zip+4 37015	City ASHLAND CITY		State TN	Zip+4 37015
Contact Name		Phone #	Fax #	Meter Contact		Phone #	Fax #
Email				Email			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA118104	Ricoh IM C2500 - 25 ppm Color MFP	3092R531328		
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach Exemption Certificate</small>	Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
3/1/2026			\$162.15	Monthly	Unlimited
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Arrangement Includes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner	
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		

Remarks:
 This serves as an addendum to agreement JU6C00. All terms and conditions remain in effect with the following amendments:
 Effective 3/1/2026, contract JU6C00 will move to an Unlimited Printing Plan. Overage will not be reconciled or charged for the remainder of the contract term.
 Payment will be \$162.15 per month excluding applicable sales tax.

Additional terms and conditions on page 2.		Signed by: <i>Lila Bleu Chivers</i>	
Signature: <u>Angela Hunt</u>	Sales Rep: <u>2658F0CF169C4EE</u>	Date: <u>3/31/2026</u>	
Print Name: _____	Sales Manager: _____	Date: _____	
Title: _____	Date: _____		



*This is a non-cancelable agreement*Order # **JU6C00**

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"); whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the not present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for your benefit that, as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

RESOLUTION: 17
RESOLUTION TITLE: To Approve County Clerk's Signature On County Attorney Approved User License Agreement With LGC
DATE: April 20, 2026
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

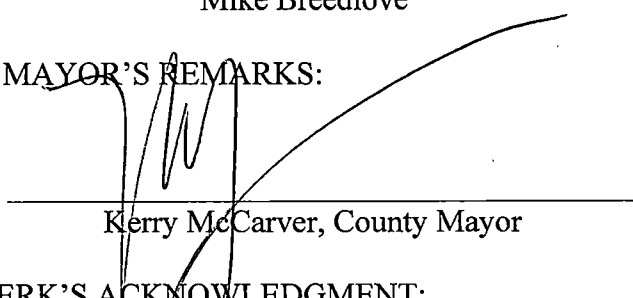
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the County Clerk's signature on County Attorney approved User License Agreement with LGC is approved.

A copy of the Agreement is attached.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

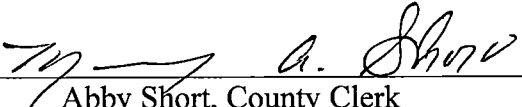


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



Revised 11/14/2025

END USER LICENSE AGREEMENT

Section 1. License

1.01 Scope. THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO AS "YOU" OR THE "CUSTOMER") AND LOCAL GOVERNMENT CORPORATION ("LGC") GOVERNING YOUR USE OF THE SOFTWARE. "Software" is herein defined as any and all computer software and associated documentation owned and provided by LGC or made available by LGC to you, including, but not limited to, the object code versions of the product and software, the SQL database, and any other data and information (other than customer data provided by you), together with any updates, new releases or versions, modifications or enhancements and derivative works. Use of this Software shall also be subject to the terms and conditions of any Service Agreements or invoices with LGC to which you have already agreed or to which you agree hereafter.

1.02 Electronic Signature and Delivery. BY INSTALLING OR OTHERWISE USING THIS THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. By clicking "I AGREE" below, you will confirm your understanding, acceptance, and receipt of the EULA and its terms and conditions, and hereby acknowledge and demonstrate that you can access the EULA and the other electronic disclosures and information associated with this Software. To enable you to access, retain, and/or print the EULA for your records, please access the LGC website, www.lgc-tn.com. Login with your LGC website username and password. If you do not have a username, you must register on the website. Once you are logged in as a registered user, navigate to Support Options in order to print or download the PDF document. If you are unable to access, retain, and/or print the EULA for your records, you may contact LGC for a free paper copy of the EULA. IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE AND SELECT "CANCEL" BELOW.

1.03 Grant. Subject to this EULA, LGC hereby grants you a non-exclusive, non-transferable, non-assignable, limited license to use this Software and any other intellectual property that may be provided to you in connection to this Software only for your internal business operations. This license shall immediately terminate upon termination of this EULA or customer's use or access to the Software.

1.04 Ownership. LGC is the sole and exclusive owner of the Software and any intellectual property rights related to the Software. Notwithstanding anything to the contrary contained herein or in any Service Agreement or invoice, except for the limited license rights expressly provided herein, LGC shall retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes designed, created, or produced alone or in combination with customer or that incorporate any of customer's ideas, feedback or suggestions). By consenting to this EULA, you also acknowledge that you are obtaining only a limited license right to this Software and that irrespective of any use of the words "purchase," "sale" or like terms hereunder, no ownership rights are being conveyed to you under this EULA or otherwise. Notwithstanding the foregoing, customer shall own only the underlying data provided by the customer.

1.05 Restrictions. Without LGC's prior written consent, you shall not or permit any third parties to:

- (a) Use, copy, modify, rent, lease, sublease, sublicense, assign, or transfer this Software except as expressly provided in this EULA;

- (b) Create any derivative works based on this Software;
- (c) Reverse engineer, translate, disassemble, or decompile this Software (except to the extent applicable laws expressly restrict such restrictions);
- (d) Use this Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby you operate or use the Software for the benefit of a third party;
- (e) Provide third parties with access to or use of this Software;
- (f) Remove any proprietary notices from the Software;
- (g) Operate the Software in any way beyond the scope of the Software license or beyond the term of the EULA.

1.06 Customer's Responsibilities. You are responsible for any and all activity related to your account and the use of this Software pursuant to this EULA and any Services Agreements or invoices. You must (a) keep your passwords secure and confidential and must not share them with any unauthorized persons or third parties; (b) use commercially reasonable efforts to prevent unauthorized access to your account or to the Software, including limiting access to the Software only to employees who require access to do their jobs, requiring people with access to the Software to sign acknowledging their obligation to maintain the confidentiality of the Software, control access to the Software, and ensure that any departing employees return or destroy any confidential information related to the Software in their possession; (c) promptly notify LGC if you become aware of any unauthorized access or use of the Software or any violation of Section 1.05 of this EULA; and (d) use the Software only in accordance with this EULA and any Service Agreements or invoices with LGC.

Section 2. Website Customers.

2.01 Domain Ownership – LGC personnel can assist the customer in the research and development of a domain name and can assist in the purchase and subscription of the name. However, it is the sole responsibility of the customer to procure and maintain the subscription of the domain name. The customer is responsible for keeping sufficient records to ensure that the domain name subscription is renewed before expiration.

2.02 Hosting Services - LGC provides hosting services to all customers that utilize LGC for their website services. LGC provides this through a reputable and secure hosting service. LGC maintains sufficient backup records and update records of any updates made to a customer website. Notwithstanding the foregoing, LGC shall not be responsible for any failures or losses caused by the hosting service.

2.03 Termination - If a web services customer terminates this service with LGC, LGC will provide the customer with the customer's content of customer's website (other than the Software) on a USB drive or via a download link. If the customer's domain name is registered by LGC through LGC's provider, the customer shall transfer the domain name to a third-party registrar of the customer's choice. If the customer is using LGC's provider for DNS (domain name services), the customer must transfer the service within 30 days after termination. LGC shall remove the customers DNS and content from LGC's provider's site after the 30-day period after termination.

Section 3. Term.

3.01 Initial Term. The term of this EULA shall be for one (1) year (herein, the "Initial Term") commencing upon your electronic signature.

3.02 Automatic Renewal. At the expiration of the Initial Term, this EULA will automatically renew for successive one (1) year periods unless a party provides the other party with written notice of its intent not to renew this EULA at least thirty (30) days prior to the expiration of the then-current term.

3.03 Termination by LGC. Notwithstanding Section 3.05, LGC may terminate this EULA for failure of customer to make timely payments due pursuant to the terms of the payment invoices.

3.04 Automatic Termination. This EULA shall terminate automatically in the event you violate Section 1.05 of this EULA.

3.05 Termination for Cause. If either party breaches any provision of this EULA or any Service Agreements or invoices and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this EULA by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.

3.06 Non-Exclusive Remedy. Termination is not an exclusive remedy and the exercise by either party of any remedy under this EULA will be without prejudice to any other remedies it may have under this EULA, by law, or otherwise.

3.07 Action Upon Termination or Expiration. Upon any expiration or termination of this EULA, Licensee shall immediately cease any and all use of this Software. In addition, you shall provide LGC with the appropriate access to extract Software within five (5) days' notice from LGC at such time agreed upon in writing by the parties.

Section 4. Disclaimer of Warranties.

The Software is provided "AS IS," and there are no warranties of any kind, expressed or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Section 5. Liability.

LGC's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by LGC or any of its employees, shall exceed the charge for such service during the current calendar year. LGC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS OR DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR DAMAGE, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF LGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, LGC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY FAILURE OR LOSS RELATED TO THE HOSTING SERVICE FOR CLOUD HOSTED PRODUCTS AND SERVICES. Nothing in this EULA creates or will be understood to create any third-party beneficiaries. You acknowledge that LGC has no obligations to third parties, including Licensee's

employees and any third-party agencies.

Section 6. Operating Requirements.

LGC may recommend preferred operating requirements for effective use of the Software. You are responsible for maintaining LGC's recommended operating requirements. LGC does not ensure the quality of the operation of the Software if you fail to maintain the operating requirements recommended by LGC.

Section 7. Injunctive Relief.

By consenting to this EULA, you hereby acknowledge that your breach of one or more of the provisions of this EULA could cause LGC to suffer irreparable harm. You further acknowledge that in the event of your breach of the terms of this EULA, LGC will not have an adequate remedy in money damages or other compensation. Therefore, LGC shall be entitled, without the requirement to post bond or other security, to immediately obtain an injunction, a temporary restraining order, or any other equitable relief from any court of competent jurisdiction to prevent such breach. LGC's right to obtain injunctive relief shall not limit its right to seek further remedies.

Section 8. Notices.

All notices required or permitted to be given under this EULA shall be sufficient if sent by certified mail, return receipt requested, to the address set forth below, if to LGC, or to the address in the Service Agreement or invoice, if to customer, or to such other addresses as the party to receive the notice has designated by written notice to the other party.

Attention: Finance Manager
Local Government Corporation, Corporate Office
714 Armstrong Lane
Columbia, TN 38401

Section 9. Governing Law; Consent to Jurisdiction.

This EULA, and any dispute arising from the relationship between the parties to this EULA, shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding any laws that direct the application of another jurisdiction's laws. The parties agree that all actions, disputes, controversies, or proceedings relating to this EULA shall be tried and litigated exclusively in the State and Federal courts located in Maury County, Tennessee.

Section 10. Entire Contract.

This EULA and all other Service Agreements and invoices referred to in this EULA constitute the final, complete, and exclusive statement of the terms of the agreement between LGC and you pertaining to the subject matter of this EULA and supersedes all prior and contemporaneous understandings or agreements of the parties. This EULA may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

Section 11. Waiver and Modification.

No modification, extension or waiver of or under this EULA shall be valid unless agreed upon in writing

by the parties. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this EULA. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Section 12. Effective.

This EULA shall be effective upon your electronic signature.

CLICK "I AGREE" FOR YOUR SIGNATURE

As noted above in Section 1.02 (Electronic Signature and Delivery), by clicking "I AGREE," you will be signing this EULA with a binding electronic signature, and you acknowledge that you have read and understood this EULA's terms and conditions and agree to be bound by them.

RESOLUTION: 18
RESOLUTION TITLE: To Appoint The Following To The County Board Of Equalization For 2026-2027
DATE: April 20, 2026
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

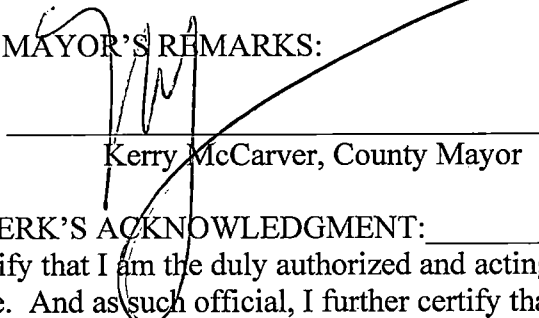
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to appoint the following to the County Board of Equalization for 2026-2027:

1. Gene Hannah
2. Gary Chance
3. Dale Brinkley
4. Brenda Montgomery
5. Jackie Simpkins

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

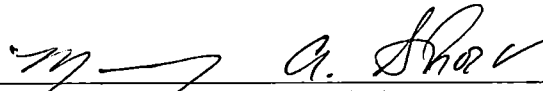
CHEATHAM COUNTY MAYOR'S REMARKS:

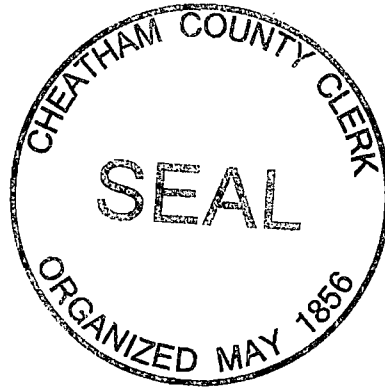

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.


Abby Short, County Clerk



RESOLUTION: 19
RESOLUTION TITLE: Special Recognition For Coach Lee Hunter
DATE: April 20, 2026
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

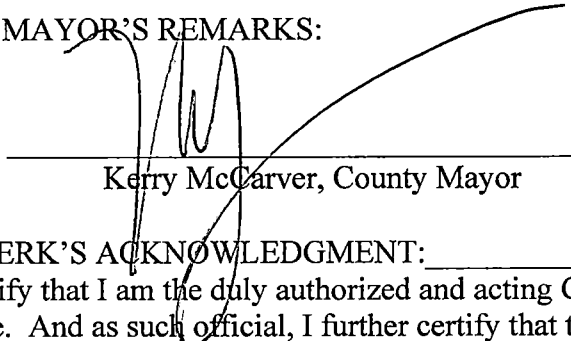
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Special Recognition for Coach Lee Hunter is approved.

RECORD: Approved by voice vote

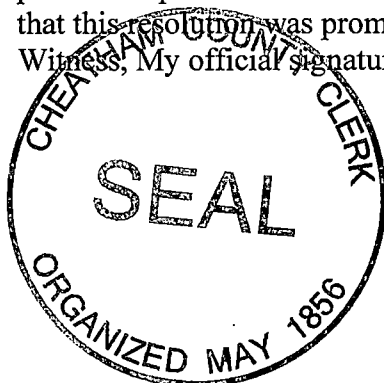
David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

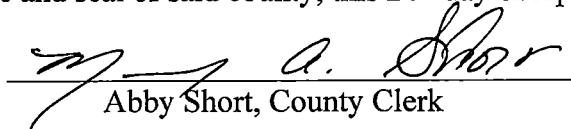
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 24th day of April 2026.




Abby Short, County Clerk

RESOLUTION: 20
RESOLUTION TITLE: To Lower The Speed Limit On New Hope Church Road
DATE: April 20, 2026
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

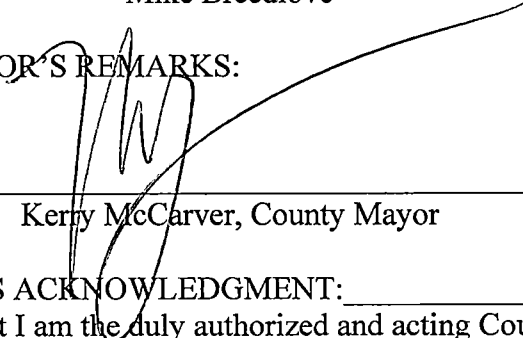
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April, 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to lower the speed limit from 40 (forty) miles per hour to 25 (twenty-five) miles per hour on New Hope Church Road.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

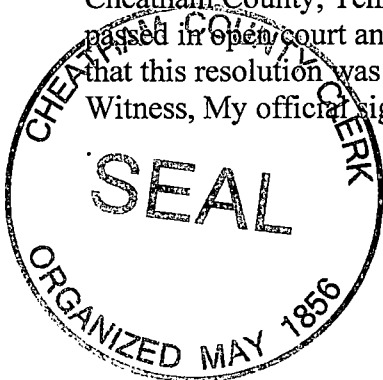
CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 24th day of April 2026





Abby Short, County Clerk

RESOLUTION: 21
RESOLUTION TITLE: Consent Calendar
DATE: April 20, 2026
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Jennifer Anderson
Rochelle Cardenas
Saleh Hindich
Reba Peters
Jessica R. Sheler
Bobbi Jo Weakley*

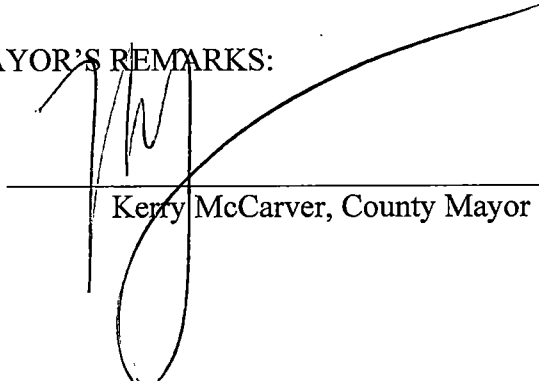
*Jean K. Baron-White
Misty Cirilo
Christina T. LoGrippo
Cheri B. Ray
Chase Stock
Jamie M. Wells*

*David A Beigert
Desiree W. Felts
Johnnie R. Mitchell
Gail Reece
Jessica Twentyman*

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

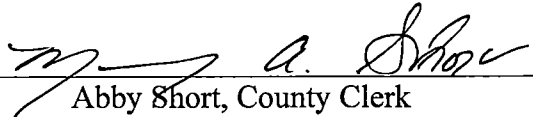


Kerry McCarver, County Mayor

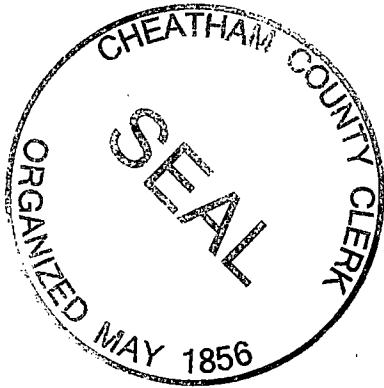
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.



Abby Short, County Clerk



RESOLUTION: 22
RESOLUTION TITLE: Adjourn
DATE: April 20, 2026
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Chris Gilmore

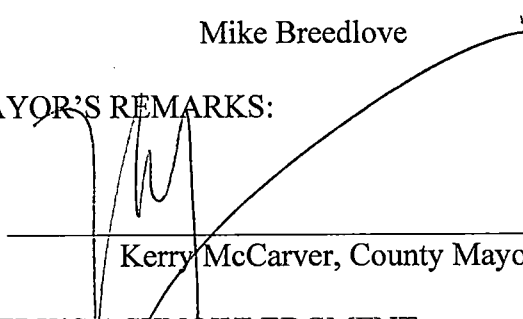
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of April 2026 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 8:42 P.M.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

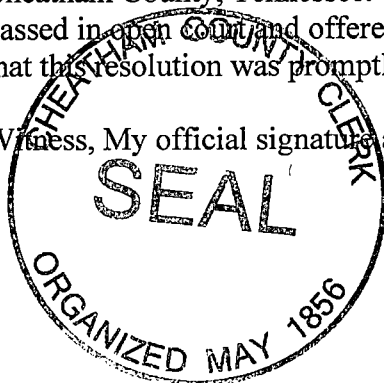
CHEATHAM COUNTY MAYOR'S REMARKS:

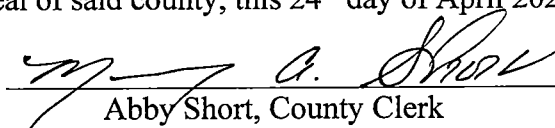

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 24th day of April 2026.




Abby Short, County Clerk