



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, September 03, 2024 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **Board of Mayor and Aldermen**

Mayor-elect Paul Montgomery  
Vice Mayor Colette George  
Alderman-elect Morris Baker  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
John Morris, Budget Director  
Scott Boyd, Fire Chief

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Dale Phipps, Police Chief  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

### **I. CALL TO ORDER**

### **II. SWEARING IN OF ELECTED BOARD MEMBERS**

1. Paul W. Montgomery as Mayor - The Honorable Robert Montgomery

Darrell Duncan as Alderman - The Honorable S. Curt Rose

James Phillips as Alderman - The Honorable S. Curt Rose

### **III. PLEDGE OF ALLEGIANCE TO THE FLAG**

### **IV. INVOCATION**

### **V. ROLL CALL**

## **VI. SELECTION OF VICE MAYOR**

## **VII. RECOGNITIONS AND PRESENTATIONS**

## **VIII. COMMENT**

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

## **IX. ALDERMAN VACANCY**

- [1.](#) Declaration by the Mayor of a Vacancy on the Board of Mayor and Aldermen (AF-255-2024) (Mayor Montgomery)

## **X. APPOINTMENTS**

- [1.](#) Consideration of Appointments to the Regional Planning Commission (AF-254-2024) (Ken Weems)

## **XI. APPROVAL OF MINUTES**

- [1.](#) August 19, 2024 - Work Session
- [2.](#) August 20, 2024 - Business Meeting

## **XII. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speaks must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

- [1.](#) Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer's Authority (AF-253-2024) (Chris McCartt)
- [2.](#) Consideration of a Budget Adjustment Ordinance for FY2025 (AF-244-2024) (Chris McCartt)

## **XIII. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

#### **XIV. OTHER BUSINESS**

- 1.** Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming the Future Parking Lot "Wallace & Billie Alley Memorial Parking Lot" (AF-249-2024) (Michael Borders)
- 2.** Consideration of a Resolution Authorizing the City Manager to Purchase Nine (9) 72-Passenger Blue Bird School Buses from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract (AF-250-2024) (Ryan McReynolds)
- 3.** Consideration of a Resolution to Amend Existing NASPO Contract AR2488 with Purchase of Ecolane Mobility Customer Smartphone App for Kingsport Area Transit Service (KATS) (AF-246-2024) (Timothy Land)
- 4.** Consideration of a Resolution to Enter into a Lease Agreement for 64 Golf Carts with Yamaha (AF-251-2024) (Michael T. Borders)
- 5.** Consideration of a Resolution Authorizing the Kingsport Mayor to execute and file applications and necessary documents for Federal Assistance on behalf of the City of Kingsport. (AF-248-2024) (Candace Sherer)

#### **XV. CONSENT AGENDA**

#### **XVI. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

#### **XVII. ADJOURN**



**AGENDA ACTION FORM**

**Declaration by the Mayor of a Vacancy on the Board of Mayor and Aldermen**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-255-2024  
Work Session: September 3, 2024  
First Reading: N/A  
Final Adoption: September 3, 2024  
Staff Work By: Chris McCartt  
Presentation By: Mayor Montgomery

**Recommendation:**

Declare a vacancy.

**Executive Summary:**

As a result of the recent City of Kingsport election of Paul W. Montgomery elected as mayor, a vacancy has been created on the board. In accordance with the requirements of Article III, sections 2 and 10 of the Charter of the City of Kingsport, the mayor must declare the office of alderman vacant. The position must be filled by the remaining board members within thirty (30) days of the declaration of the vacancy. The appointment must be made by an affirmative vote of the majority (4) of the remaining members of the board. The vote appointing an individual must be a roll call vote. The term of the appointment will be from the date the appointee is sworn into office until the first regular meeting in September, 2026.

The individual selected must be: 1) a legal resident of the city; 2) 18 years of age or older; 3) residing in the city for at least one year preceding the selection or has been annexed in the year prior to the selection; 4) and is not an employee of the city, including the city school system.

When the board is ready to make the appointment, it should be made by a motion, a second, discussion and a roll call vote.

**Attachments:**

- 1. Article III, Sections 2 and 10 Charter of the City of Kingsport

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

### ARTICLE III. - BOARD OF MAYOR AND ALDERMEN

#### **Sec. 2. - Election, term of mayor; designation of members as board of mayor and aldermen.**

At the general city election in May of 1979, and every two (2) years thereafter, there shall be elected by the qualified voters of the City of Kingsport, a mayor who shall serve a term of two (2) years beginning at the first regular meeting of the board in July following his election. The mayor and aldermen shall together constitute the board of mayor and aldermen of the City of Kingsport.

No person shall be a candidate for the office of mayor and the office of alderman in the same election, nor shall any person hold both offices at the same time.

In the event an incumbent alderman having an unexpired term remaining to serve, shall run and be elected to the office of mayor, the vacancy thus created shall be filled by special election held within ninety (90) days after the occurrence of such vacancy (or following the certification of the prior May aldermanic election to the city recorder).

#### **Sec. 10. - Vacancies.**

- (a) *Causes of vacancies.* The office of mayor, vice-mayor or alderman is vacated:
  - (1) By the death of the incumbent;
  - (2) By the resignation of the incumbent;
  - (3) By the incumbent ceasing to be a resident of the city; or
  - (4) By the incumbent's violation of the Charter.
- (b) *Declaration of vacancies to board.* The mayor or vice-mayor shall declare to the board, at each session thereof, all offices to be filled by that body, which have become vacant.
- (c) *Appointment of successors.* After any office becomes vacant, such vacancy in said board shall be filled by appointment within thirty (30) days by an affirmative vote of a majority of the remaining members thereof; provided, however, that no member shall be appointed under this section at any time when the said board already has as many as two (2) members so appointed, but in case of any additional vacancy, the said board shall forthwith by ordinance or resolution call upon the election commissioners for Sullivan County and Hawkins County to call a special election for the purpose of filling such additional vacancy, whereupon said election commissioners shall immediately call such special election and appoint the necessary officers therefor, and said special election shall be held in the same manner as and subject to the regulations in this Charter respecting general city elections.
- (d) *Vote.* All such appointments by the board shall be made viva voce, on the calling of the roll.
- (e) *Term of office of successors.* The successors so appointed to hold office until the first regular meeting in July following the next general city election held after his appointment.



**AGENDA ACTION FORM**

**Consideration of Appointments to the Regional Planning Commission**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-254-2024  
 Work Session: September 3, 2024  
 First Reading: N/A  
 Final Adoption: September 3, 2024  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**  
 Approve appointments.

**Executive Summary:**  
 It is recommended to make the following appointments to the Regional Planning Commission:

- Reappoint Chip Millican to his first full term
- Appoint Candice Hilton replacing John Moody

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of nine members: one Board of Mayor and Aldermen representative, one regional area representative, and seven at-large members. Terms are four years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
James Phillips	Term of Ofc.	N/A	BMA Rep.
Anne Greenfield	6/30/27	1	At-large
John Moody	6/30/24	3	At-large
Chip Millican	6/30/24	Fulfilling unexpired term	At-large
Jason Snapp	6/30/27	1	Regional Rep.
Travis Patterson	6/30/25	1	At-large
Sam Booher	6/30/25	2	At-large
Sharon Duncan	6/30/25	2	At-large
Tim Lorimer	6/30/25	Fulfilling unexpired term	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
James Phillips	Term of Ofc.	N/A	BMA Rep.
Anne Greenfield	6/30/27	1	At-large
Candice Hilton	6/30/28	1	At-large
Chip Millican	6/30/28	1	At-large
Jason Snapp	6/30/27	1	Regional Rep.
Travis Patterson	6/30/25	1	At-large
Sam Booher	6/30/25	2	At-large
Sharon Duncan	6/30/25	2	At-large
Tim Lorimer	6/30/25	Fulfilling unexpired term	At-large

**Attachments:**  
 1. Candice Hilton Bio

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

Item X1.

**Candice Hilton**

Hilton Horizons Academy, LLC

I am a proud native of Kingsport, born and raised in our vibrant community. I hold a Bachelor of Arts in Interdisciplinary Studies, Elementary K-6, with a 4-8 endorsement from Tusculum University. My professional journey began as a dedicated teacher in 2017, a role that fueled my passion for education and community commitment.

This passion sparked my entrepreneurialism and led me to establish Hilton Horizons Academy. The Academy provides innovative and interactive educational support for homeschoolers. I am also an active member of the Kingsport Chamber of Commerce.

Outside of my professional endeavors, my husband Jesse and I have three children, aged 6, 15, and 17. We enjoy camping, adventure, and movie nights together. My personal and professional experiences have equipped me with a unique understanding of our community.

I am very excited for the opportunity to serve our city.



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 19, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman

- I. **CALL TO ORDER** 4:30 pm by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman James Phillips.
- III. **DISCUSSION ITEMS**

1. **Legislative Update** - Ryan McReynolds

The Deputy City Manager gave a presentation on this item, discussing the process the city follows and the efforts being made. He highlighted the current issues and the bills that were passed in the last session. Mr. McReynolds also listed the successes from 2024, including the dental school appropriation, programmatic grants and the communication with our local representatives. There was some discussion throughout the presentation.

- IV. **REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the August 20, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

**XI.4 Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations (AF-240-2024)** Mr. McReynolds presented this item and answered questions from the board. He provided details on the history of this project and how it's moving forward.



**BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Monday, August 19, 2024 at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XI.7 Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall (AF-245-2024)** Assistant City Manager Michael Borders gave information on this item and the specifics of this agreement.

**XI.12 Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project (AF-235-2024)** Deputy City Manager McReynolds gave an updated presentation on this project and described the improvements that will be made to the building. He discussed the total budget and the timeframe for the construction.

Michael Borders talked about the recent 2.9 million dollar LPRF Grant the city successfully received. He provided details on the match and what the monies will be used for at Bays Mountain, noting it will touch five different projects.

Mayor Shull noted this was his last work session and thanked the city staff for being professional, courteous and competent when he has had to call on them. He said he appreciated being made to feel like part of the team.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 5:23 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer  
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Danny Karst.
- III. **INVOCATION** led by Alderman Duncan.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Honoring Jeff Fleming** (Chris McCartt)
  2. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)

### VI. **COMMENT**

Mayor Shull invited citizens in attendance to speak. The following individuals came forward to comment and the mayor closed the public comment section.

Alderman Olterman thanked the citizens and the other board members who let him serve the last nine years stating it has been an honor and a privilege. He also thanked his family and friends for their support over the last few months. Mr. Olterman provided a summary of his service history for the City of Kingsport as well as Sullivan County.

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Liz, Kendricks Creek, commented on the homeless.

Tim Sanders thanked Mayor Shull for his service to the citizens of Kingsport. He also thanked Alderman Olterman for their commitment and courage.

**VII. APPOINTMENTS**

- 1. Consideration of Appointment of City of Kingsport Municipal Judge (AF-242-2024) (Mayor Shull)**

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

APPOINT RUSSELL W. ADKINS AS THE MUNICIPAL JUDGE TO FULFILL THE UNEXPIRED TERM OF S. CURTIS ROSE EFFECTIVE AUGUST 24, 2024 AND EXPIRING DECEMBER 31, 2025

Passed: All present voting "aye."

- 2. Consideration of Appointment to the Historic Zoning Commission (AF-243-2024) (Mayor Shull)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

APPOINT LINDSEY NIEUWLAND TO THE HISTORIC ZONING COMMISSION TO FULFILL THE UNEXPIRED TERM OF SCOTT SCHRIEFER EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2025

Passed: All present voting "aye."

**VIII. APPROVAL OF MINUTES** *(These items are considered under one motion.)*

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

Passed: All present voting "aye."

- 1. August 5, 2024 - Work Session**
- 2. August 6, 2024 - Business Meeting**

**IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS** None.

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of an Ordinance to Amend the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC) (AF-190-2024) (Ryan McReynolds)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 20, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**ORDINANCE NO. 7168** AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 38, ARTICLE III STORMWATER MANAGEMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

**2. Consideration of a Budget Ordinance for Various Funds FY24 (AF-227-2024) (Chris McCartt)**

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

**ORDINANCE NO. 7169** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

**3. Consideration of a Budget Ordinance for Various Funds FY25 (AF-229-2024) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Vice Mayor George.

**ORDINANCE NO. 7170** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

**XI. OTHER BUSINESS**

**1. Consideration of a Resolution to Purchase One (1) CAT 420 Backhoe Loader & One (1) CAT 306 Mini Excavator from TN State Contract # 72872 (AF-230-2024) (Ryan McReynolds)**

Motion made by Alderman Montgomery, Seconded by Vice Mayor George.

**RESOLUTION NO. 2025-034** A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2024 CAT BACKHOE LOADER AND ONE CAT MINI EXCAVATOR FROM STOWERS MACHINERY UTILIZING TENNESSEE STATE CONTRACT NO.: 72872; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**2. Consideration of a Resolution to Donate to the Friends of the Kingsport Public Library (AF-236-2024) (Michael T. Borders)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

Tuesday, August 20, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Montgomery, Seconded by Vice Mayor George.

**RESOLUTION NO. 2025-035** A RESOLUTION AUTHORIZING A DONATION IN THE AMOUNT OF \$50,000 TO THE FRIENDS OF THE KINGSPORT PUBLIC LIBRARY FOR THE PURCHASE OF MATERIALS FOR THE LIBRARY COLLECTION

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP (AF-233-2024) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2025-036** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 170 DELL LATITUDE 5350 TEACHER LAPTOPS AND DELL PREMIER RECHARGEABLE ACTIVE PENS FOR KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations (AF-240-2024) (Ryan McReynolds)**

Motion made by Alderman Cooper, Seconded by Vice Mayor George.

**RESOLUTION NO. 2025-037** A RESOLUTION AWARDDING THE BID FOR THE WATER AND SEWER WAREHOUSE RENOVATION PROJECT TO CONSTRUCTION PARTNERS, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Ulliance to Implement an Employee Assistance Program (EAP) (AF-215-2024) (Tyra Copas)**

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

**RESOLUTION NO. 2025-038** A RESOLUTION APPROVING AN AGREEMENT WITH ULLIANCE, INC. TO IMPLEMENT AN EMPLOYEE ASSISTANCE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 20, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

- 6. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and U.S. Department of Transportation for FY 2024-2025 (AF-232-2024) (Candace Sherer)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**RESOLUTION NO. 2025-039** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR TRANSIT VEHICLES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall (AF-245-2024) (Michael T. Borders)**

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

**RESOLUTION NO. 2025-040** A RESOLUTION APPROVING A SUBLEASE AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF KINGSPORT, TENNESSEE FOR SPACE AT THE FORT HENRY MALL FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBLEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 8. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 Capital Grant from the Federal Transit Administration (FTA) for Transit Vehicles from the U.S. Department of Transportation (AF-239-2024) (Candace Sherer)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-041** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 20, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**9. Consideration of a Resolution to Approve the Public Declaration Letter to the Federal Aviation Association for Drone Use by City Departments (AF-241-2024) (Floyd Bailey)**

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-042** A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PUBLIC DECLARATION LETTER SEEKING A CERTIFICATE OF WAIVER/ AUTHORIZATION OF UNMANNED AIRCRAFT AS A PUBLIC AIRCRAFT OPERATOR FOR PURPOSES OF CERTAIN GOVERNMENT FUNCTIONS AS DEFINED IN 49 U.S.C. § 40125 AND AUTHORIZING EXECUTION OF ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**10. Consideration of a Resolution Ratifying the Mayor's Signature on the TDOT Agreement Amendment 2 for Main Street Redevelopment Project (AF-234-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

**RESOLUTION NO. 2025-043** A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

Passed: All present voting "aye."

**11. Consideration of a Resolution Adopting the ARCH Written Standards for the Emergency Solutions Grant (ESG) as a Condition of Receiving the 2024 THDA ESG Award (AF 228-2024) (Michael Price)**

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-044** A RESOLUTION ADOPTING WRITTEN STANDARDS FOR THE 2024 TENNESSEE HOUSING DEVELOPMENT AGENCY EMERGENCY SOLUTIONS GRANT

Passed: All present voting "aye."

**12. Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project (AF-235-2024) (Ryan McReynolds)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 20, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

Motion made by Alderman Montgomery, Seconded by Vice Mayor George.

**RESOLUTION NO. 2025-045** A RESOLUTION AWARDDING THE BID FOR THE JUSTICE CENTER NEW EXPANSION AND RENOVATION PROJECT TO PRESTON CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**XII. CONSENT AGENDA** None.

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt thanked the Mayor and Alderman Olterman for serving the city and country in so many ways, noting they will be missed.

**2. Mayor and Board Members**

Alderman Montgomery stated his appreciation for serving with the board and the friendship they have made. Alderman Phillips said it has been an honor serving with Alderman Olterman over the last five years and he has set a great example. To the mayor Mr. Phillips stated he has appreciated the way he has defended the board and explained many things to citizens. He also mentioned even when they disagree it hasn't affected their friendship, and he has learned a lot. Alderman Olterman stated DB had a football game this Friday and encouraged everyone to support them. Alderman Duncan expressed appreciation to Alderman Olterman and the Mayor for their service to the community and pointed out it will be hard to be matched. He noted the mayor's leadership through the obstacles in his tenure as well as Tommy's years of dedication and attitude of being an athlete. Alderman Cooper echoed the previous comments noting it was an honor and a privilege working alongside Alderman Olterman and Mayor. She apologized in advance for missing the new board's first meeting. Vice-Mayor George commented the United Way recently put out a map listing places for food and shelters available in town. She stated she was the only person who didn't know Tommy when he first joined the board nine years ago and remarked she's really enjoyed their time together as he has brought a lot to the table and she has learned a lot. To the mayor she stated she has enjoyed serving as Vice-Mayor even though he never missed a meeting, noting he has done a wonderful job communicating to the citizens and handling the meetings during challenging times. Mayor Shull confirmed their last day is August 31 and pointed out Alderman Montgomery will do a wonderful job as mayor but he can



**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 20, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

call on him anytime. He addressed each board member: Alderman Phillips has been the fastest learner as the youngest board member; Alderman Olterman shared a lot of memories of old Kingsport from being an outstanding athlete to a dedicated servant and he was honored to go out together; Alderman Duncan is always at a public event because he loves Kingsport and serving the citizens; Alderman Cooper also serves as Director of Friends in Need and it is no surprise as she is a caring, compassionate and competent person. He also stated he will never see a Christmas tree and not think of her; Vice-Mayor George and he both served on the county commission together as well as the BMA and he can always count on her to stay true and thoughtful to her beliefs with talent, initiative and common sense; City Manager McCartt has handled rising through the ranks really well and has achieved great results. He thanked him for always being there, noting citizens will continue to have a good board and staff. People first, mission always.

**XIII. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:12 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



AGENDA ACTION FORM

**Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer’s Authority**

To: Board of Mayor and Alderme  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-253-2024  
Work Session: September 3, 2024  
First Reading: September 3, 2024  
Final Adoption: September 17, 2024  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the ordinance.

**Executive Summary:**  
This Ordinance will enact changes to the *Kingsport Code of Ordinances* which will modernize the requirements for alarm systems and bring City’s requirements more in line with other jurisdictions, as well as grant the authority for enforcement to special code enforcement officers within the fire department.

As a result of ongoing issues with first responders receiving false alarms, that is to say an alarm for which there is no emergency or hazard, staff have analyzed Code requirements for users of such systems. The current provisions are outdated having been unaltered since the early 1980s. For instance, currently K.C.O. § 34-87 contemplates an alarm system which dials a telephone number designated by the police department.

The proposed changes broaden the definition of what constitutes an “alarm system” to better align with current systems. Additionally, the proposed change re-defines a violation as three false alarms within a calendar year. A subsequent violation occurs for every false alarm thereafter. Furthermore, users of alarm systems will be required to maintain alarm systems in good working order free from defects which may cause a false alarm.

K.C.O. § 2-264 will also be amended to grant special code enforcement officers within the Fire Department authority to issue summonses for perceived violations of Chapter 34, Article IV. Police Officers are authorized to issue citations or summonses for any violation of city ordinances pursuant to K.C.O. § 1-15.

- Attachments:**
- 1. Ordinance
  - 2. K.C.O. § 2-264 with tracked changes

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

Item XII 1.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 34, ARTICLE IV AUTOMATIC POLICE OR FIRE ALARM SYSTEMS AND SECTION 2-264(2) RELATIVE TO SPECIAL CODE ENFORCEMENT OFFICERS WITHIN THE FIRE DEPARTMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That Chapter 34, Article IV is amended by deleting Article IV in its entirety and substituting in its place the following:

**Sec. 34-86. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm system:

(1) any device which notifies first responders or which uses a pre-taped or pre-recorded message to alert first responders that an emergency exists or the services of first responders are needed;

(2) any device which automatically emits an audible, visual or other response upon the occurrence of any hazard or emergency and which is intended to alert persons outside of a structure equipped with said device of the existence of the hazard or emergency.

Alarm user - any person or entity who uses an alarm system, or who controls, occupies or owns any premises at which an alarm system has been installed. This term includes but, not limited to any person or entity who has contracted or subscribed with an alarm company to provide monitoring, repair, or maintenance service for an alarm system.

Automatic dialing device - an automatic dialing device or an automatic telephone dialing alarm system, including any system which, upon being activated, automatically initiates to the city a recorded message or code signal indicating the existence of an emergency.

Central Dispatch - the Emergency Communications District of the City of Kingsport.

Emergency response - a response to the activation of an alarm system made by police, fire or other emergency personnel.

False alarm - an alarm which triggers an emergency response when in fact no emergency or hazard exists which necessitates an emergency response.

**Sec. 34-87. Requirements for Alarm Systems and Operation Thereof.**

(1) Alarm users shall ensure alarm systems are maintained in good working order at all times, and any defects which could cause a false alarm shall be promptly repaired.

(2) Every alarm system shall be designed, installed, and maintained in such a manner that its activation shall not be emitted or reported to the city until a verification procedure has been utilized to ascertain whether the activation is a false alarm which shall include at least two attempts by the alarm monitoring company or alarm user to contact the alarm site by telephone or other electronic means to determine if the activation was a false alarm. Verification shall not be required for activations of holdup, duress, panic, or fire alarms.

(3) Alarm users shall ensure that agents, employees, or designees are properly trained in operation of the alarm system including the activation and deactivation of the system as well as necessary contact information for the individual or entity responsible to cure malfunctions or technical issues of the alarm system.

(4) For all commercial premises where an alarm system is operational, the alarm user shall provide to the Emergency Communications District of the City of Kingsport such contact information as deemed reasonably necessary for a primary and alternate contact responsible for deactivation of the alarm system, said information shall be updated by the alarm user in the event of any changes.

(5) No person shall use, operate, or install any dialing device that will, upon activation,

automatically dial, call or connect to any telephone number other than such telephone number designated by central dispatch. No person shall use, operate or install any dialing device that will, upon activation, automatically, dial, call or connect with the telephone number designated by central dispatch, for the purpose of receiving such alarm messages, more than twice for any one incident.

(6) The user of every alarm system emitting an audible, visual or other response shall install or cause to be installed an automatic timing device, which shall deactivate such alarm so that it will be activated for no more than 30 minutes.

**Sec. 34-88. Violations and Penalties**

- (1) Violations:
  - a. False Alarms – Three (3) False Alarms within a calendar year shall constitute a violation of this Article and each False Alarm after the third False Alarm shall constitute a separate violation;
  - b. Failure to comply with the requirements of this Article shall constitute a violation by the alarm user.
- (2) Penalties – Any violation of this Article may be punished by imposition of a fine as permitted by Section 1 – 14 of this Code.
- (3) Notice of perceived or alleged violations shall be given as provided for in section 1 – 15 of this Code.

**SECTION II. That Section 2-264(2) is amended to read as follows:**

(2) Fire department. Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, perceived violations of Article IV of Chapter 34 relative to alarm systems, and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.

**SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.**

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

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**Sec. 2-264. Limitation upon officers' authority; scope of duties and responsibilities.**

Special code enforcement officers appointed by the city manager shall be limited in the scope of their authority to the enforcement of specific sections of this Code pertaining directly to the individuals' respective job duties and responsibilities as enumerated in this section and no other. A special code enforcement officer shall be empowered only to issue a summons for a perceived ordinance violation. A special code enforcement officer shall not be authorized to carry a firearm. Special code enforcement officers shall be restricted by department to enforcement of specific sections of this Code as follows:

- (1) *Police department.* Special code enforcement officers assigned to the police department shall be specifically limited in the scope of their authority to the issuance of a summons for perceived violations of those sections of this Code pertaining to stopping, standing and parking.
- (2) *Fire department.* Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, [perceived violations of Article IV of Chapter 34 relative to alarm systems](#), and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.
- (3) *Animal control.* Special code enforcement officers in animal control shall have the authority to issue citations for the perceived violations of chapter 14, pertaining to animals and fowl.
- (4) *Department of public works.* Special code enforcement officers in the department of public works shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 86, regulating solid waste, and chapter 102, regulating public utilities.
- (5) *Bays Mountain Park.* Special code enforcement officers at Bays Mountain Park shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to trespassing, destruction of real or personal property and littering within Bays Mountain Park.
- (6) *Department of development services.* Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to zoning, property maintenance, littering and nuisances.
- (7) *Building department.* Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 22.

(Code 1981, § 2-223; Code 1998, § 2-573; Ord. No. 4012, § IV, 3-7-1995; Ord. No. 6526, § II, 10-20-2015)



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance for Various Funds FY25**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.:	AF-244-2024	Final Adoption:	September 17, 2024
Work Session:	September 3, 2024	Staff Work By:	Morris
First Reading:	September 3, 2024	Presentation By:	McCartt

**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

The General Fund is being amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

The General Project-Special Revenue Fund is being amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

The Community Development Block Grant Project Fund is being amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

The Water Project Fund is being amended by transferring \$12,499 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

The Sewer Project Fund is being amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

The Bays Mountain Park Commission Fund is being increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

**Attachments:**

- 1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

Item XII2.

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Fund be amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

SECTION II. That the General Project-Special Revenue Fund be amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

SECTION III. That the Community Development Block Grant Project Fund be amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

SECTION IV. That the Water Project Fund be amended by transferring \$12,499 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

SECTION V. That the Sewer Project Fund be amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

SECTION VI. That the Bays Mountain Park Commission Fund be increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

**Account Number/Description:**

**General Fund**

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev	2,875,000	50,000	2,925,000
110-4890-901.60-01 Future Appropriations	300,000	(50,000)	250,000
<b>Total:</b>	<b>3,175,000</b>	<b>0</b>	<b>3,175,000</b>

**Account Number/Description:**  
**Fund 111: Gen Project-Special Revenue Fund**  
**Friends of the Library (NC2504)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.30-39 Library Program Supplies	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Observation Tower (NC2415)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	100,000	0	100,000
111-0000-391.62-00 Bays Mtn Park Comm Fund	30,000	30,000	60,000
<b>Total:</b>	<b>130,000</b>	<b>30,000</b>	<b>160,000</b>

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.90-03 Improvements	130,000	30,000	160,000
<b>Total:</b>	<b>130,000</b>	<b>30,000</b>	<b>160,000</b>

**CDBG Project Fund: 124**  
**Account Number/Description:**  
**Emergency Solutions Grant (CD2517)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
124-0000-337.49-00 Community Development	0	126,613	126,613
<b>Total:</b>	<b>0</b>	<b>126,613</b>	<b>126,613</b>

	\$	\$	\$
<u>Expenditures:</u>			
124-0000-603.10-10 Salaries & Wages	0	120,000	120,000
124-0000-603.30-10 Office Supplies	0	6,613	6,613
<b>Total:</b>	<b>0</b>	<b>126,613</b>	<b>126,613</b>

**Water Project Fund: 451**  
**Account Number/Description:**  
**Distribution System Upgrades (WA2403)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	525,000	(12,499)	512,501
<b>Total:</b>	<b>525,000</b>	<b>(12,499)</b>	<b>512,501</b>

	\$	\$	\$
<u>Expenditures:</u>			
451-0000-601.90-03 Improvements	525,000	(12,499)	512,501
<b>Total:</b>	<b>525,000</b>	<b>(12,499)</b>	<b>512,501</b>



<b><u>Main St Waterline Replacement (WA1901)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	0	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,149,252	0	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	129,482	0	129,482
451-0000-391.05-69 GO Bonds Series 2021	5,044	0	5,044
451-0000-391.05-72 GO Bonds Series 2023	65,000	12,499	77,499
451-0000-391.45-00 From Water Fund	458,786	0	458,786
<b>Total:</b>	<b>1,825,393</b>	<b>12,499</b>	<b>1,837,892</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-20 Professional/Consultant	35,000	0	35,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	30,000	12,499	42,499
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,758,393	0	1,758,393
<b>Total:</b>	<b>1,825,393</b>	<b>12,499</b>	<b>1,837,892</b>

**Account Number/Description:**

**Sewer Project Fund: 452**

**Collection System Upgrades (SW2409)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	701,119	(15,501)	685,618
452-0000-391.05-72 GO Bonds Series 2023	1,000,000	0	1,000,000
<b>Total:</b>	<b>1,701,119</b>	<b>(15,501)</b>	<b>1,685,618</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	207,000	(42)	206,958
452-0000-601.90-03 Improvements	1,494,119	(15,459)	1,478,660
<b>Total:</b>	<b>1,701,119</b>	<b>(15,501)</b>	<b>1,685,618</b>

**Main St Sewer Line Replacement (SW1901)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	404,608	0	404,608
452-0000-391.05-48 GO Bonds Series 2018 B	400,551	0	400,551
452-0000-391.05-56 Series 2019 GO Improvement	7,183	0	7,183
452-0000-391.05-69 GO Bonds Series 2021	418,129	15,501	433,630
452-0000-391.42-00 From Sewer Fund	34,726	0	34,726
<b>Total:</b>	<b>1,265,197</b>	<b>15,501</b>	<b>1,280,698</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	100,357	15,501	115,858
452-0000-601.90-03 Improvements	1,164,840	0	1,164,840
<b>Total:</b>	<b>1,265,197</b>	<b>15,501</b>	<b>1,280,698</b>

**Account Number/Description:**  
**Bays Mt Park Comm Fund: 612**

**Revenues:**

612-0000-392-01-00 Fund Bal Appropriations

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$ 1,469	\$ 30,000	\$ 31,469
<b>Total:</b>	<b>1,469</b>	<b>30,000</b>	<b>31,469</b>

**Expenditures:**

612-4804-481.70-35 To Gen Proj-Special Rev

	\$ 0	\$ 30,000	\$ 30,000
<b>Total:</b>	<b>0</b>	<b>30,000</b>	<b>30,000</b>

SECTION VII. That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
Paul W. Montgomery, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming the Future Parking Lot “Wallace & Billie Alley Memorial Parking Lot”**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-249-2024  
Work Session: September 3, 2024  
First Reading: N/A  
Final Adoption: September 3, 2024  
Staff Work By: R. Trent  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved the City will accept a donation of land from Wallace D. Alley, Jr., Martin E. Alley and David G. Alley and name the future parking lot the, “Wallace & Billie Alley Memorial Parking Lot”.

The property is approximately .781 acre of property adjacent to Cleek Road that has been identified for a future parking connecting to the Greenbelt’s eastern most trailhead. The family has requested that the future parking lot be named the, “Wallace & Billie Alley Memorial Parking Lot”.

The proposed name qualifies under Section III (e), as individuals who made a substantial contribution for acquisition, of the City of Kingsport, Tennessee’s Public Building Infrastructure, & Facility Naming Policy. The property has an appraised value from 4/15/2024 of \$44,000.

The future parking lot will include approximately 30 parking spaces. Project design is 90% complete. Funding for construction will be through future CIP allocations.

- Attachments:**
- 1. Resolution
  - 2. Property Location Map

Item XIV1.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE DONATION OF PROPERTY ON CLEEK ROAD FROM THE WALLACE FAMILY FOR A FUTURE GREENBELT PARKING LOT, NAMING THE PARKING LOT THE "WALLACE & BILLIE ALLEY MEMORIAL PARKING LOT"; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, Wallace D. Alley, Jr., Martin E. Alley and David G. Alley, owners of the property located on Cleek Road, would like to donate approximately .781 acre of property for a future greenbelt parking lot, as shown on a survey titled "Survey of a Portion of Wallace Douglas Alley, Jr., Trustee of the Wallace Douglas Alley Jr. Living Trust and Martin Edward Alley and David Gale Alley Property" dated April 1, 2024; and

WHEREAS, the aforementioned property shall serve as a parking lot site to better service the city's needs for parking around the greenbelt walking path; and

WHEREAS, the family has requested that the donated .781 acre of property be memorialized with the name "Wallace & Billie Alley Memorial Parking Lot"; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the donation of approximately .781 acre of property owned by the Wallace and Billie Alley family, as shown on a survey titled "Survey of a Portion of Wallace Douglas Alley, Jr., Trustee of the Wallace Douglas Alley Jr. Living Trust and Martin Edward Alley and David Gale Alley Property" dated April 1, 2024, is approved.

SECTION II. That the future parking lot be memorialized with the name "Wallace and Billie Alley Memorial Parking Lot".

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Donation Agreement with the Wallace & Billie Alley family, LLC of approximately .781 acre of property and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement, including the naming of the future parking lot "Wallace & Billie Alley Memorial Parking Lot", execution of closing documents and acceptance of the Warranty Deed, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**DONATION AGREEMENT**

THIS DONATION AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the

signatures of the parties (hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "City") and WALLACE D. ALLEY, JR., MARTIN E. ALLEY and DAVID G. ALLEY (hereinafter "Donors").

**RECITALS**

WHEREAS, the Donors are the owners of a certain parcel of land containing .781 acres, more or less, located in Kingsport, Sullivan County, Tennessee the legal description of which is more particularly set forth on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and WHEREAS, Donors desire to donate the property to City; and WHEREAS, City is willing to accept donation of the Property.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**SECTION 1. PROPERTY DONATION.** Subject to the terms and conditions herein, Donors hereby agree to donate the Property to City, and City hereby agrees to accept a donation of the Property. Donation of the Property shall be made by the Donors' execution of a Warranty Deed conveying the Property to City, which conveyance shall be free and clear of all liens and encumbrances except those to which City consents (the "Permitted Exceptions".) All property and interests of Donors to be conveyed hereunder are herein collectively called the "Property".

**SECTION 2. CONDITIONS PRECEDENT.** Prior to consummation of the donation, the following conditions precedent shall be satisfied.

**a. Title Report.** City shall, at it's expense, obtain a title report for the Property, which title report shall describe the current status of title to the Property and shall be accompanied by copies of all instruments which create exceptions to the title. City shall have a period of fifteen (15) days after its receipt of the title report and exception documents and the survey described below to examine same and to raise any objections to the title or survey that City has. If City raises any objections to the title or survey, within ten (10) days thereafter the Donors will advise City whether or not the Donors will seek to cure any such objections. If Donors agrees to undertake the cure, it shall have such time as Donors needs to successfully effect the cure. All matters of title and of survey to which City does not object, and all matters of title and survey to which City has objected and Donors cures to the City's satisfaction, shall be Permitted Exceptions. City shall not be required to accept the donation of the Property if there are any matters of title or survey to which City has objected and for which no cure satisfactory to City has been obtained.

**b. Environmental Report.** City shall, at it's expense, have an acceptable Phase I Environmental Report for the Property.

**SECTION 3. DONATION VALUE.** Based on an appraisal dated April 19, 2024, by Christopher R. Holt a licensed property appraiser, for purposes of this Donation Agreement the value of the Property shall be the sum of Forty Four Thousand Dollars (\$44,000) subject to the prorations and other adjustments as hereinafter provided. At the closing of the transfer of the Property, the City shall provide proof or confirmation of donation of the Property for intended civic purposes and public benefit; provided, however, the donation value of the Property shall not be construed to create or impose any additional duty, monetary or otherwise, upon the City with respect to the other provisions of this Agreement; and provided, further, the City does not warrant or represent the deductibility of the donation for income tax purposes. Whether the donation may be treated as a proper deduction for income tax purposes is and shall remain solely the responsibility of Donors.

**SECTION 4. PAYMENT OF PROPERTY TAXES.** Incident to its donation of the Property to City, the closing agent shall prorate the estimated taxes back to the Sellers. Sellers shall pay the outstanding taxes upon receipt of the tax notices.

**SECTION 5. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No member, official, or employee of City shall be personally liable to Donors in the event any provision of the Agreement is unenforceable, or there is any default or breach by City, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

**SECTION 6. CONVEYANCE OF PROPERTY.** Donors shall convey clear and marketable title to the Property to City by Warranty Deed to said Property, without any restrictions or encumbrances except the proration real property taxes for the year in which the closing takes place and the Permitted Exceptions.

**SECTION 7. CLOSING.** Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the Effective Date (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by City (the "Closing"). City and Donors agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Donors and City to consummate and close the Donation and sale contemplated herein pursuant to the terms and provisions hereof.

**SECTION 8. TITLE INSURANCE.** City, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring City's fee simple interest in the Property to the extent of the Donation Price.

**SECTION 9. POSSESSION.** Delivery of possession of the Property to City shall occur at the successful completion of Closing.

**SECTION 10. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

DONORS:

Wallace D. Alley, Jr., Martin E. Alley & David G. Alley  
2 Spring Creek Wynd  
Kingsport, Tennessee 37664

CITY:

City of Kingsport, Tennessee  
415 Broad Street  
Kingsport, Tennessee 37660

**SECTION 11. PRORATIONS.** All real property taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

**SECTION 12. REZONING.** City assumes any and all costs of rezoning the property for civic use.

**SECTION 13. SPECIAL ASSESSMENTS.** Donors assume the payment of any unpaid deferred charges or special assessments for public improvements levied before the Closing on or against the Property, including any tap fees for water or sewer service.

**SECTION 14. REAL PROPERTY TAXES.** City shall be responsible for all real property taxes levied against the Property after title is transferred, if any.

**SECTION 15. EXPENSES OF DONORS.** In closing this transaction, Donors shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) Any expenses needed to provide City with clear and marketable title to the Property;
- (c) The fees and expenses of any attorney or other advisor engaged by Donors in connection with this transaction; and
- (d) The commission or fees charged by any real estate broker or agent retained or used by the Donors in connection with this transaction.

**SECTION 16. EXPENSES OF CITY.** In closing this transaction, City shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed; and
- (c) Any fees charged in connection with any attorney or other advisor engaged by City in connection with this transaction.

**SECTION 17. RISK OF LOSS.** The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Donors until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of City by written notice of such option to the Donors prior to the scheduled Closing. Should City elect to continue with the Donation following such loss or damage before Closing, City shall the right to close this Agreement at the stated Donation Price.

**SECTION 18. DEFAULT.** In addition to the default set out in subsection (b) of this Section 18, the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, is a default.

(a) If City is in default of this Agreement, Donors shall give written notice to City, and City shall have ten (10) business days from the date of the receipt of such notice within which to cure such default.

If the Closing contemplated by this Agreement is not consummated on account of City's default hereunder, Donors shall be entitled to terminate this Agreement.

(b) If Donors are in default of this Agreement, City shall give written notice to Donors, and Donors shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Donors' failure to close. If the Closing contemplated by this Agreement is not consummated on account of Donors' default hereunder City shall be entitled to terminate this Agreement and City shall be entitled to specific performance and all other rights, privileges or remedies available to City at law or in equity, severally or cumulatively. A default of Donors shall include, but is not limited to, the failure or refusal of Donors to close on the sale of the Property, when scheduled, or to convey a clear and marketable title by warranty deed to City, as set forth herein.

**SECTION 19. DONORS'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Donors hereby represent and warrant to City solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to City's obligations hereunder, be true and correct on the closing date:

(a) Donors have entered into no other presently effective agreement to sell the Property, or any

portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Donors have no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or *any* part thereof;

(c) Donors are not now a party to any litigation with respect to the Property, and Donors know of no litigation or threatened litigation affecting the title to the Property (and Donors shall give City prompt notice of the institution or threat of *any* such litigation prior to the Closing Date);

(d) Donors are not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and City has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Donors in the transaction contemplated hereby;

(e) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Donors on the Closing Date, and the performance by Donors of Donors' duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Donors are a party, or any judicial order or judgment of any nature by which Donors are bound; and

(f) All necessary and appropriate action has been taken by Donors authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Donors of the documents and instruments to be executed by Donors on the Closing Date, and the performance by Donors of Donors' duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 20. CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** City hereby represents and warrants to Donors solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Donors' obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by City of its obligations hereunder have been duly authorized by all required action of City;

(b) City does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by City of its obligations hereunder, including the Donation of the Property from Donors;

(c) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which City is a party, any judicial order or judgment of any nature by which City is bound; and

(d) All necessary and appropriate action has been taken by City authorizing and approving the execution of and entry into this Agreement, the execution and delivery by City of the documents and instruments to be executed by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 21. TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

**SECTION 22. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Donors. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

**SECTION 23. POST CLOSING SURVIVAL.** Wherever in this Agreement Donors or City shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Donors and City.

**SECTION 24. CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**SECTION 25. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

**SECTION 26. CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

**SECTION 27. BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 28. MISCELLANEOUS.**

(a) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.

(b) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.

(c) This Agreement may not be modified except in a writing executed by all of the parties.

(d) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

**SECTION 29. FURTHER ACTS.** Each party hereto agrees to do execute, acknowledge and deliver all such further acts, assignments, transfers, assurances, and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Donation Agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of September, 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

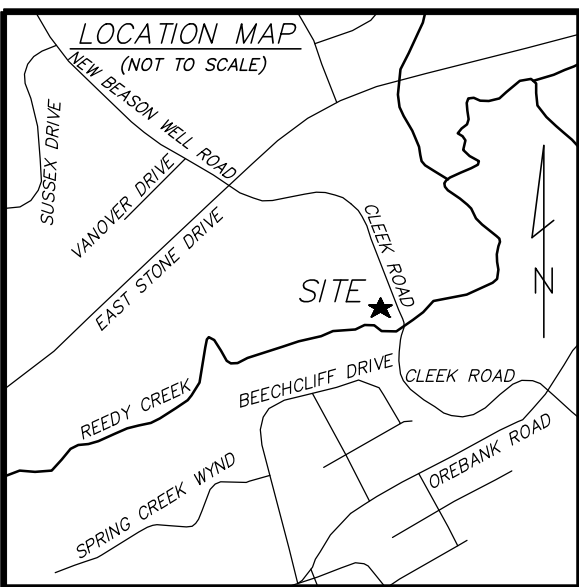
APPROVED AS TO FORM:

\_\_\_\_\_

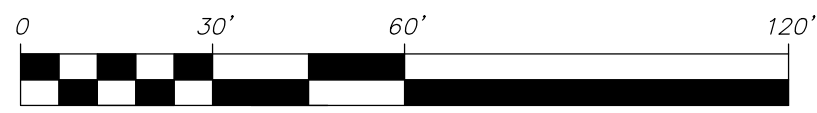


RODNEY B. ROWLETT, III, CITY ATTORNEY

*Item XIV1.*

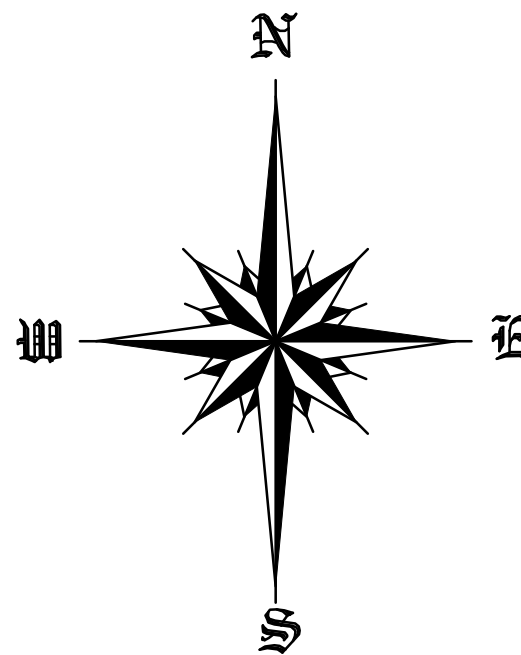


**SURVEY OF A PORTION OF THE  
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE  
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD  
ALLEY, & DAVID GALE ALLEY PROPERTY  
TBD, CLEEK ROAD, KINGSPORT, TN 37660  
10TH CIVIL DISTRICT  
SULLIVAN COUNTY, TENNESSEE  
APRIL 1, 2024**



SCALE: 1" = 30'

(BASIS OF BEARINGS)  
TENNESSEE GRID NORTH (NAD83)



**SURVEY NOTES**

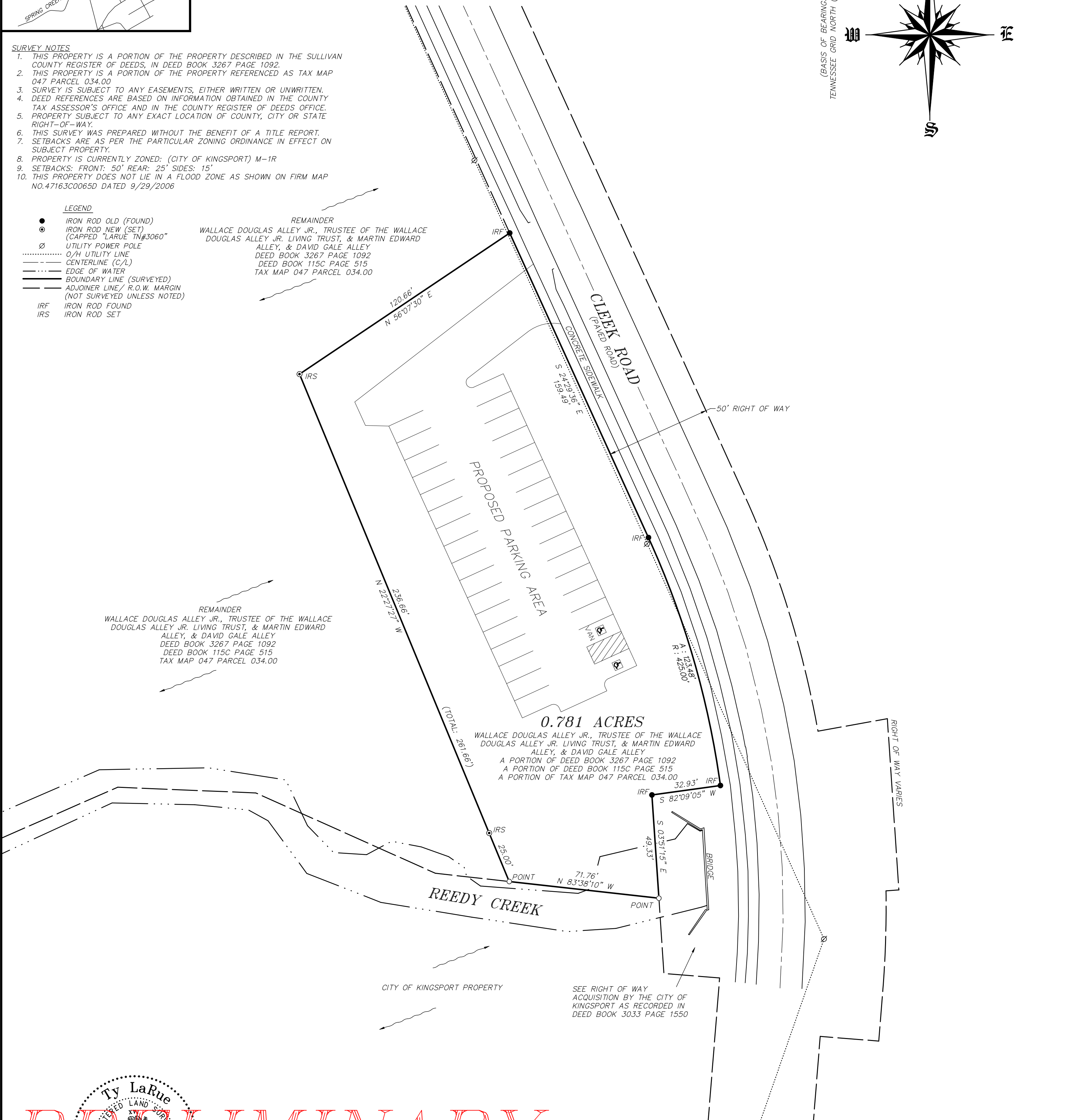
1. THIS PROPERTY IS A PORTION OF THE PROPERTY DESCRIBED IN THE SULLIVAN COUNTY REGISTER OF DEEDS, IN DEED BOOK 3267 PAGE 1092.
2. THIS PROPERTY IS A PORTION OF THE PROPERTY REFERENCED AS TAX MAP 047 PARCEL 034.00.
3. SURVEY IS SUBJECT TO ANY EASEMENTS, EITHER WRITTEN OR UNWRITTEN.
4. DEED REFERENCES ARE BASED ON INFORMATION OBTAINED IN THE COUNTY TAX ASSESSOR'S OFFICE AND IN THE COUNTY REGISTER OF DEEDS OFFICE.
5. PROPERTY SUBJECT TO ANY EXACT LOCATION OF COUNTY, CITY OR STATE RIGHT-OF-WAY.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. SETBACKS ARE AS PER THE PARTICULAR ZONING ORDINANCE IN EFFECT ON SUBJECT PROPERTY.
8. PROPERTY IS CURRENTLY ZONED: (CITY OF KINGSPORT) M-1R
9. SETBACKS: FRONT: 50' REAR: 25' SIDES: 15'
10. THIS PROPERTY DOES NOT LIE IN A FLOOD ZONE AS SHOWN ON FIRM MAP NO.47163C0065D DATED 9/29/2006

**LEGEND**

- IRON ROD OLD (FOUND)
- IRON ROD NEW (SET)  
(CAPPED "LARUE TN#3060")
- UTILITY POWER POLE
- O/H UTILITY LINE
- CENTERLINE (C/L)
- EDGE OF WATER
- BOUNDARY LINE (SURVEYED)
- ADJOINER LINE/ R.O.W. MARGIN  
(NOT SURVEYED UNLESS NOTED)
- IRF IRON ROD FOUND
- IRS IRON ROD SET

REMAINDER  
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE  
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD  
ALLEY, & DAVID GALE ALLEY  
DEED BOOK 3267 PAGE 1092  
DEED BOOK 115C PAGE 515  
TAX MAP 047 PARCEL 034.00

REMAINDER  
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE  
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD  
ALLEY, & DAVID GALE ALLEY  
DEED BOOK 3267 PAGE 1092  
DEED BOOK 115C PAGE 515  
TAX MAP 047 PARCEL 034.00



**0.781 ACRES**

WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE  
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD  
ALLEY, & DAVID GALE ALLEY  
A PORTION OF DEED BOOK 3267 PAGE 1092  
A PORTION OF DEED BOOK 115C PAGE 515  
A PORTION OF TAX MAP 047 PARCEL 034.00



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND IS DONE IN COMPLIANCE WITH THE "TENNESSEE MINIMUM STANDARDS OF PRACTICE".

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**AQUATIC BUFFER NOTE:**  
DISTURBANCE IN STREAMS AND FLOODWAYS - THE APPLICANT FOR PROPOSED LAND DISTURBANCE ACTIVITIES IN STREAMS AND DESIGNATED FLOODWAYS SHALL BE REQUIRED TO PROVIDE EVIDENCE OF OBTAINING APPROPRIATE PERMITS FROM FEDERAL AND STATE REGULATORY AGENCIES OR A WRITTEN WAIVER OF SUCH PERMITS PRIOR TO THE ISSUANCE OF A GRADING PERMIT BY THE COUNTY. IN ALL CASES WHERE THE DEVELOPMENT SITE HAS STREAMS AND IS NOT DESIGNATED AS A FLOODWAY ON THE MOST RECENT FLOOD INSURANCE RATE MAP OR OTHER BEST AVAILABLE CERTIFIED DATA, A MINIMUM OF 30 FEET SHALL BE RESERVED ALONG THE HIGHEST WATER MARK OR CREEK BANK ON BOTH SIDES OF THE CHANNEL AS A PROTECTED UNDISTURBED RIPARIAN/BUFFER ZONE AS MADE LAW BY THE TENNESSEE WATER QUALITY CONTROL ACT, T.C.A. 69-3.

CERTIFICATE OF ACCURACY	
I HEREBY CERTIFY THAT THE SURVEY SHOWN AND DESCRIBED HEREON IS AN ACCURATE AND PRECISE SURVEY TO THE ACCURACY REQUIRED BY THE SULLIVAN COUNTY REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS.	
DATE	_____
TENNESSEE REGISTERED LAND SURVEYOR	_____

WALLACE, MARTIN, & DAVID ALLEY DIVISION			
CITY OF KINGSPORT REGIONAL PLANNING COMMISSION			
TOTAL ACRES	0.781 ACRES	TOTAL LOTS	1
ACRES NEW ROAD	0	MILES NEW ROAD	0
OWNER	WALLACE, MARTIN, & DAVID ALLEY	CIVIL DISTRICT	10TH
SURVEYOR	Ty LaRue	CLOSURE ERROR	1: 10,000
SCALE: 1" = 30'			



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the City Manager to Purchase Nine (9) 72-Passenger Blue Bird School Buses from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-250-2024  
Work Session: September 3, 2024  
First Reading: N/A  
Final Adoption: September 3, 2024  
Staff Work By: Fleet/Transportation  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The administration recommends the purchase of nine (9) 72-passenger Blue Bird Bus school buses utilizing Sourcewell contract number 063020-BBB from Central States Bus Sales, Inc. The unit cost is \$166,408.00 each, for a total cost of \$1,497,672.00.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will be from the Fleet Replacement Fund.

- Attachments:**
- 1. Resolution
  - 2. Fleet Recommendation
  - 3. Quote/Specs
  - 4. Sourcewell Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL STATES BUS SALES, INC., FOR NINE 72-PASSENGER SCHOOL BUSES THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. 063020-BBB

WHEREAS, staff recommends the purchase of nine (9) 72-passenger Blue Bird Bus school buses for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase vehicles manufactured for special purposes such as school buses directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, in order to purchase the bus, a purchase order needs to be issued to Central States Bus Sales, Inc., in the amount of \$1,497,672.00; and

WHEREAS, funding will be from the Fleet Replacement Fund.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the City Manager is authorized to execute a purchase order for nine (9) 72-passenger Blue Bird School Buses for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB for a total purchase cost of \$1,497,672.00, which will be funded by Fleet Replacement Funds, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of September 2024.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

Item XIV2.

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**FLEET MAINTENANCE DEPARTMENT**

**City of Kingsport**

**To:** Sandra Sloan, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** August 21, 2024  
**Re:** Fleet Replacement units 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969 and 1970 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969 and 1970 for the total purchase price of \$1,497,672.00 (\$166,408.00 each). These units meet the expectations of the Shool Transportation and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract # 063020-BBB. A copy of the Sourcewell Contract is attached. The estimated delivery is 8-10 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	9	Blue Bird 72 Passenger School Buses	Central States Bus Sales	City/ Hwy

**These units will be a Fleet Replacements**

The units listed below will be replaced and disposed of utilizing the current approved City process. The Sourcewell offerings were reviewed by Tommy Starnes and he is in agreement with this recommendation.

**Fuel Economy Improvement**

N/A

**Sourcewell Contract # 063020-BBB**

**Replacements**

1962	2012 Blue Bird 72 Passenger Bus	Mileage	110,990
1963	2012 Blue Bird 72 Passenger Bus	Mileage	132,061
1964	2012 Blue Bird 72 Passenger Bus	Mileage	144,434
1965	2012 Blue Bird 72 Passenger Bus	Mileage	128,868
1966	2012 Blue Bird 72 Passenger Bus	Mileage	120,459
1967	2012 Blue Bird 72 Passenger Bus	Mileage	94,718
1968	2012 Blue Bird 72 Passenger Bus	Mileage	110,684
1969	2012 Blue Bird 72 Passenger Bus	Mileage	137,169
1970	2012 Blue Bird 72 Passenger Bus	Mileage	154,474

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

# Blue Bird Body Company - Sales Quotation

Quote 233999 - Kingsport

Market	PLBT	Prod Code	Length	Capacity	Chassis	Wheelbase	Qty	Promise Date
US School Bus	T3FE	RG	3603	72	BB-T3FE	211.0	9	07/10/2025

Quoted To: Kingsport  
 1701 E Center St  
 Kingsport TN 37664

Quoted By: CENTRAL STATES BUS SALES, INC.

P O Numbers: , , , , , , ID224823, ID224823

Quantity	Base Model / Feature	Description
9	T3FE 3603	ALL AMERICAN

Quote Id: 233999	Standard Options
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1	00198-02	LATCH, LOCKING, DOOR BATTERY CMPT
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	02230	DOOR SWITCH, STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02325-18	LOGO, BIRD ONLY, VINYL, BLACK
1	02449-12	GALVALUME I/S PNL, FULL HEM, TEXTURIZED
1	02836-14	SEAT BELT, DRV, 3 PT, SINGLE RETRACT, BLACK
1	03110	GRIP HANDLES
1	03118-05	INSULATION, STEPWELL, NR 3
1	03183-01	VISOR, ACRYLIC, LEFT SIDE, ADJUSTABLE
1	03315-01	2 PC CURVED TINTED W/S
1	03471-12	77IN HEADROOM FORWARD CONTROL
1	06266-01	UNDERCOAT, MODIFIED WAX, PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP, BATTERY
1	30056-18	HOSE, HTR, EPDM, W/CT CLAMPS
1	30102-15	LIGHTS, CL/MK, LED, 2 AMBER, 2 RED
1	30103-10	LIGHTS, ID, GROMMET MOUNT, LED
1	30105-10	LIGHTS, MKR, LED, INTERMEDIATE
1	30116-05	LIGHTS, DIRECTIONALS, RR, AMBER LED
1	30120-03	LIGHTS, DIR, FRONT AMBER LED
1	30123-02	HEADLAMPS, LED
1	30173-06	LIGHT, 4" LED, STOP/TAIL, VANDAL RESIST
1	30175-03	LIGHT, 7" STOP/TAIL, LED
1	30176-07	LIGHT, 4" BACKUP, LED, VANDAL RESIST
1	30199-01	SYSTEM, WARN, 8-LGT, SEQ
1	30210-02	SWITCH, W/L MASTER, LOC, RH
1	30210-04	SWITCH, W/L START, LOC, RH
1	30210-10	LIGHTS, PILOT, W/L SYSTEM, LOC, RH
1	30210-18	SWITCH, DOOR CONTROL, LOC, RH
1	30211-04	CONTROLS, CONFIG, W/L, OPT #4, 8-LGT, RH
1	30218-02	SWITCH, W/L, MASTER, GREEN PILOT
1	30225-01	SWITCH, W/L START, MANUAL
1	30228-02	INDICATOR, W/L SYSTEM, AMBER/RED
1	30295-05	LOCATION, STOP ARM, FRONT
1	30316-01	WIRING, W/L SYSTEM, 14 GA
1	30331-01	CIRCUIT PROTECTION, FUSES
1	30400-01	PAINT, INTERIOR, ASTRO WHITE

1	30430-02	VINYL,REFL,RR EMER DR YELLOW,3M
1	30483-25	MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM
1	30484-15	MIRROR,CROSSVIEW,EYE-MAX LP
1	30529-02	3" REFLECTOR,STANDARD,3M DIA GRADE
1	30921-03	LATCH,NON-LOCKING,ACCESS DOOR
1	30945-12	BODY CONSTRUCTION FM/CMVSS 221
1	30960-06	STEPWELL, GALVANIZED
1	31015-02	DOOR,EMERGENCY,REAR,2 WINDOW
1	31021-01	COVERING,FLOOR,RUBBER,BLACK
1	31024-02	TRIM,AISLE,ALUMINUM
1	31026-02	STEPTREAD,VINYL,RIBBED
1	31027-01	STEPTREAD,VINYL,BLACK
1	31049-08	HANDRAIL,ENT DR,BARRIER,22.75-23.25
1	31114-01	END CAP,RUB RAIL,STAMPED STEEL
1	31188-01	GLASS,ENT DR,LOWER,CLR,TEMP
1	31189-01	GLASS,ENT DR,UPPER,TEMPERED
1	31200-47	WINDOW ASSY,DRVR,CLEAR,TEMP
1	31201-03	BUZZER,REAR EMERG DOOR
1	38105-31	CAMERA,SYSTEM,BACK UP VIEW
1	40000-13	AXLE,STEER,HENDRICKSON NXT,13200 LBS
1	40004-12	SUSPENSION,SPRG,FRT,SOFTEK,13200
1	40011-01	SPACER BLOCK,FRT SPRING
1	40018-65	AXLE,REAR,S21-140,5.29
1	40048-02	LUBRICATION,OIL,PETROLEUM,AXLE
1	40086-04	BUMPER,REAR,STEEL
1	40088-01	BUMPER,FRONT,STEEL 12IN
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
1	40111-02	FLUID,TRANSMISSION,SYNTHETIC
1	40111-11	ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE)
1	40171-09	GOVERNOR,ROAD SPEED,75 MPH
1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40233-09	FILTER,FUEL,FRAME MOUNTED
1	40241-01	FUEL SYSTEM,DSL,60 GAL BFR RH FILL
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40356-13	TIRE,KUMHO,11R22.5,LRH,KRS12E
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH
1	40452-05	WHEELBASE,211 IN



Quote Id: 233999		Optional Features
		----- CHASSIS -----
1	01502	INSULATED DRIVERS AREA
1	07814	LOOM BATTERY CABLES COMPLETE
1	40005-22	SUSPENSION, SPRG, REAR, 1-STAGE, 21000
1	40051-07	BRAKE INTERLOCK, PARKING, AIR BRAKES
1	40052-03	ADJ, SLK, AUTO, MERITOR
1	40053-03	CHAMBERS, BRAKE, AIR, WABCO
1	40070-07	BRAKES, AIR, MERITOR, 6" FRT/7" RR
1	40076-01	BRAKES, ANTI-LOCK (ABS), AIR
1	40081-01	DRYER, AIR, BENDIX AD-9
1	40081-04	VALVE, DRAIN, MANUAL, AIR TANK
1	40134-07	ALTERNATOR, LEECE-NEVILLE, 240 AMP, AVI 160
1	40141-04	BATTERY COMPARTMENT, ROLLER TRAY, CHAS MTD
1	40142-04	BATTERIES, TWO 8D
1	40165-07	TORQUE MGNT, SPL070 DRIVELINE
1	40168-01	HEATER, ENGINE BLOCK, INTERNAL, 750W
1	40179-80	ENG, CUM B6.7, DSL, 220HP@600LB-FT, EPA
1	40216-08	T/PIPE, UNDER BUMPER, T/DOWN, 90 DEG
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
		----- BODY -----
1	00222	EMERGENCY O/S RELEASE AIR PWR DRS
1	00252	STEPWELL PROTECTION
1	00374-02	RETAINER SIDE EMERG DOOR LH
1	00429	EMERGENCY DOOR LS 28IN
1	00505-05	FUEL TANK DOOR, SPRING-LOADED, LOCKING
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
2	30030-29	VENT, ADVANTAGE, STANDARD
1	30060-01	HEATER, 12K, DRIVERS
1	30060-21	HEATER, 80K, LH, REAR, F/M
1	30195-12	MONITOR, UNIV., EXTERIOR LT, DORAN
1	30245-06	GUARD, STROBE LIGHT
1	30286-02	WIRING, CROSSING ARM, ELECTRIC
1	30296-18	S/ARM, AIR, H/I, REFL, LED, STROBE
1	30298-01	ALERT SYSTEM, REAR, MOTORIST
1	30328-07	BREAKER, ADDITIONAL, 20 AMP IGNITION
1	30337-07	INSULATION, BODY, POLYESTER/FIBERGLASS
1	30448-02	LABEL, INSTRUCTION, CHILD CHECK SYS
1	30450-01	DECAL, CLEAN IDLE, EPA ONLY
1	30456-08	MIRROR, REARVIEW, INT 6X30, W/MONITOR
1	30481-01	MIRROR, REARVIEW, REMOTE CONTROL
1	30482-06	HEATED MIRROR, EXT, 15 MIN TIMER
1	30756-01	HOLDER, CERTIFICATE, 7-5/8 X 9-1/4
1	30797-01	ARMREST, RH, DRIVER, SEAT, NATIONAL
2	30857-54	UPH, FIRE BLOCK, GRAY, BARRIER
1	30905-05	CONSOLE MOUNT, ARM REST
1	30959-03	PANEL, SIDE, 16 GA, 19 3/4 SKIRT
1	30977-16	DOOR, ENT, OUTWARD OPENING W/AIR ACTUATOR
1	30978-07	DOOR CONTROL, AIR PWR, LATCH SW, 3-POS
1	30981-03	LOCK, SECURITY, ENT DOOR
1	31116-07	RUB RAILS, SIDE EMERGENCY DOOR
1	31156-05	LIGHT, STEPWELL, LED, ADA
1	31184-03	GLASS, RR EMER DR, LWR, DK TINT, TEMP

1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
4	31193-27	WINDOW,S/S,P/O,12",TEMP,TINT
19	31202-29	WINDOW,S/S,12",TEMP,TINT
		----- <b>ELECTRICAL</b> -----
1	00741-02	CIRCUITS,SPARE,BODY HARN,TWO,14 GA
1	01922-04	DAYTIME RUN LGTS,W/O P/BRAKE DEACTIVATE
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30165-04	LIGHT,RED,OVER R.E.D. OR R.E.W.,LED
1	30165-05	LIGHT,DOOR,RED OVER L/H S.E.D.,LED
1	30184-01	ARM CONDITION,PTI,NOT ACC MAINTAINED
1	30185-02	MONITOR,POST TRIP INSPECT,DORAN
1	30186-01	ARMING,PTI,WARNING LIGHTS
1	30187-01	ALARM CONDITION,PTI,ENT DOOR OPEN
1	30188-01	ALARM INDICATION,PTI,HEADLIGHTS & HORN
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30201-01	SEQUENCE,W/L SYSTEM,SEQUENTIAL
1	30210-06	SWITCH,STOP/CROSS CANCEL,LOC,RH
1	30227-01	SWITCH,W/L SYS,CANCEL,CROSS ARM
1	30244-02	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30249-03	ACTIVATION, HEADLAMP FLASH W/WARN LGT
1	30260-25	RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30269-10	SPEAKER,O/S,UND FLR,W/WIRING
1	30286-04	WIRING,MAGNETIC LATCH,CROSSING ARM
1	30292-11	MAGNETIC LATCH,CROSSING CONTROL ARM
1	30297-10	WIRING,S/ARM,AIR W/INDEP FLSHR
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30325-04	POWER,BAT CONTROL,DOME LIGHTS
1	31166-03	IGNITION CONTROL FOR STEPWELL LGT
1	31201-05	BUZZER,L/H SIDE EMERG DOOR
1	31201-09	BUZZER,MID SEC,P/O WINDOW
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
1	40453-02	ELECTRONIC STABILITY CONTROL
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG
		----- <b>PAINT</b> -----
1	02330-03	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	06306-02	DECAL,SIDE EMERGENCY DOOR
1	30361-04	LETTERING,BATTERY
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
2	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
6	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
6	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M

1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-11	VINYL,REFL,SD EMER DR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW
		----- SEATS -----
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30796-18	SEAT,DRV,NATIONAL,AIR,W/HEAT CUSH,CHAR
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
24	30852-05	MODULE,SEAT,COLOR,GRAY
20	30869-03	SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
3	30869-04	SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
1	30869-05	SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
1	30906-03	COMPARTMENT,DOCUMENT,BARRIER MTD
		----- ACCESSORIES -----
1	00161	EMERGENCY EQUIPMENT CMPT,UPR FRONT
1	00582	FLAPS FRONT, FULL LENGTH
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754	TRIANGULAR WARNING DEVICE FLOOR
1	04427	AIR HORN ROOF MOUNTED
1	30600-01	FAK,MULTI-STATE,POLY
1	30675-01	BODY FLUID KIT,TENNESSEE
1	30905-03	HOLDER,CUP
1	31300-26*	WARRANTY, SILVER 3/10
1	40213-07*	ENGINE EMISSIONS CONTROL,EPA,2024
		----- INTERIOR -----
1	00986-12	FLOOR,PLYWOOD,5/8" TREATED
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	03183-11	EDGE TRIM,PADDED,BLACK VINYL,VISOR
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
		----- EXTERIOR -----
1	31198-02	GLASS,SIDE EMER DR,DK TINT,TEMP
		----- WARNING SECTION -----
1	30292-16	CONTROL ARM,CROSS,BEHIND BUMP,ELEC,POLY

<b>Quote Id: 233999</b>		<b>Dealer Options</b>
0		

\* Indicates a non-discountable option

<b>Quote Id: 233999</b>		<b>Additional Feature Information</b>
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3036104	LETTERING,BATTERY Color Code A: BLACK User Location: CENTERED ON BATTERY BOX DOOR Lettering: BATTERIES Size: 2
3060001	FAK,MULTI-STATE,POLY User Location: Kingsport TN
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY  
Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U  
Category: Fire-Block, Fire-Block  
Color Code A: GRAY,  
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY

Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U  
 Category: Fire-Block, Fire-Block  
 Color Code A: GRAY,  
 Size: Fire-Block, Fire-Block

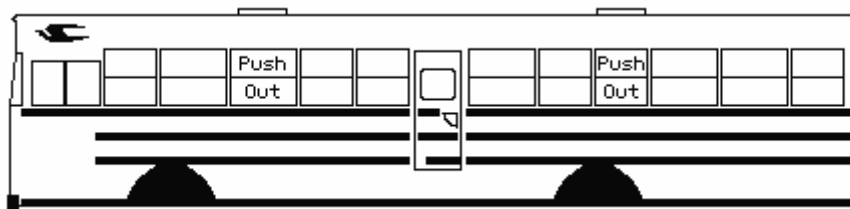
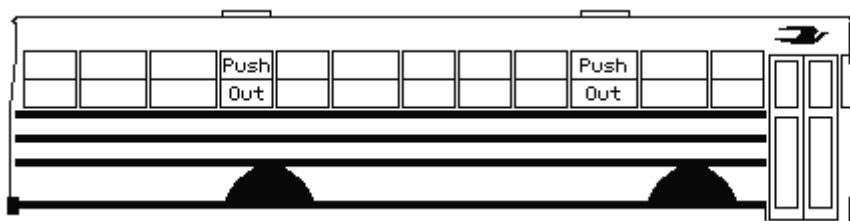
3085205

MODULE,SEAT,COLOR,GRAY  
 Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U  
 Category: Fire-Block, Fire-Block  
 Color Code A: GRAY,  
 Size: Fire-Block, Fire-Block

Quote Id: 233999	Lettering / Bus Number
Lettering BLBS	Black Lettering
	6"
	KINGSPORT CITY SCHOOLS
Bus Numbers	, , , , , , , ,
Locations/Color/Size	NONE / NONE / NONE letters
	NONE / NONE / NONE letters
	NONE / NONE / NONE letters
	NONE / NONE / NONE letters

Quote Id: 233999 Body Plan / Seat Plan Information

Body Plan: 5013978

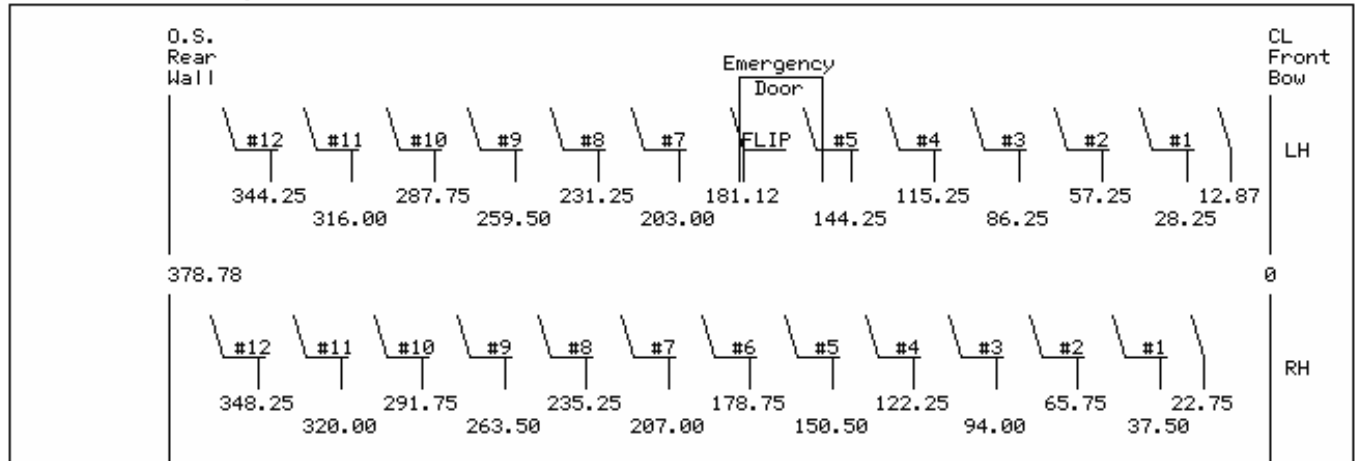


Seat Plan: 34586

SP: 34586 T3FE 3603, 72 CAP



Quote Id: 233999 Seat Plan Spacing Chart



Row	RH Seats	LH Seats
1	39ICVQS	39ICVQS
2	39ICVQS	39ICVQS
3	39ICVQS	39ICVQS
4	39ICVQS	39ICVQS
5	39ICVQS	39ICVQSFM
6	39ICVQS	39ICVQSFS
7	39ICVQS	39ICVQS
8	39ICVQS	39ICVQS
9	39ICVQS	39ICVQS
10	39ICVQS	39ICVQS
11	39ICVQS	39ICVQS
12	39ICVQSRR	39ICVQSRR

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 29.00, 28.25  
 LH Knee Clearance: 27.00, 26.25

RH Seat Spacing: 28.00  
 RH Knee Clearance: 26.25

T3FE 3603

Capacity	72
Seat Plan #	34586
Wheelbase	211.0

T3FE3603 IMMI 3PT SED6L

DO NOT SCALE



July 26, 2024

Mr. Steve Leonard  
Kingsport City Schools  
625 West Industry Dr  
Kingsport, Tennessee 37660

Dear Mr. Leonard:

Per our conversation, we are currently under contract with Sourcewell for the purpose of supplying Blue Bird buses throughout the State of Tennessee. Using the Sourcewell published pricing, we can provide you with three (9) 72-passenger Blue Bird All American, Type D diesel-powered school buses at \$166,408.00 each for a total of \$1,497,672.00. Delivery is estimated to be in approximately 8-10 months after receipt of a purchase order.

All you need to do to finalize the transaction is to issue a purchase order to us for the amount stated above and reference the Sourcewell contract number 063020-BBB. We will then order the bus through Sourcewell and provide any documentation necessary to finalize the order.

Regards,

*Ryan Blake*  
Sales Manager

RB/sm





**CONTRACT EXTENSION**

**Contract Number: 063020-BBB**

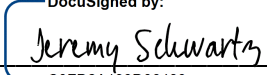
Sourcewell	and	Blue Bird Bus	
202 12th Street Northeast		402 Bluebird Blvd	
P.O. Box 219			
Staples, MN 56479		Fort Valley, Georgia	31030-5088
(Sourcewell)		(Vendor)	

have entered into Contract Number: 063020-BBB  
for the procurement of: School Buses with Related Accessories, Supplies, Parts, and Services

The Contract has an expiration date of 2024-08-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-15 . All other terms and conditions of the Contract remain in full force and effect.


Sourcewell

DocuSigned by:  
  
C0FD2A139D06489  
 Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

2/14/2024 | 8:35 AM CST  
Date

DocuSigned by:  
  
A2BB3C60E7C5474  
 Authorized Signature

Tim Gordon  
Name

VP Sales and Marketing  
Title

2/18/2024 | 2:29 PM CST  
Date



## Solicitation Number: RFP #063020

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blue Bird Body Company, 3920 Arkwright Road Suite 200, Macon, GA 31210 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities). Participating Entities will purchase Vendor's equipment, products, or services through an authorized independent dealer of Vendor's products ("Participating Dealer") who will sell to Participating Entities in accordance with this Contract and such additional terms and conditions as may be negotiated between the Participating Entities and the Participating Dealers (such terms and conditions may not be less favorable to the Participating Entity than this Contract and Vendor's Proposal).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 15, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor's products and services will only be sold to Participating Entities by and through Participating Dealers. Participating Dealers will provide

the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Participating Dealers may offer close-out or refurbished Equipment or Products if they are clearly indicated in Participating Dealer's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site by the Participating Dealer.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants its products to be free from defects in material and workmanship under normal use and service within the limits described in the Standard Warranty statement provided in the Request for Proposal ("RFP"). Participating Dealers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer of the product or component. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list and it is understood that Products and Services under this Contract may be purchased only from and through Participating Dealers, and that Participating Entities will submit orders under this contract only to Participating Dealers.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Shipping costs and sales tax will be determined between Participating Entities and Participating Dealers and will be included in any pricing quote provided by a Participating Dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. DELIVERY AND INSPECTION. Participating Entities and Participating Dealers will determine the time, mode, and location for delivery and inspection of purchased Equipment and Products. The handling of any damage or defects noted by the Participating Entity either during or after the vehicle is delivered to the Participating Entity is the responsibility of the Participating Dealer. Any policy as it relates to returns and return shipping will be determined between the Participating Entity and the Participating Dealer. Regardless of any other agreement, the Vendor does not accept any returns of school buses.

The Participating Dealer has the responsibility to ensure that all Equipment, Products and Services sold under this Contract meet the Participating Entities specifications and/or specifications set by state and local governing bodies, or that exceptions to these specifications have been agreed upon in writing between the Participating Entity and the Participating Dealer. Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products to its Participating Dealers, who in turn provide the substandard or inferior Equipment or Products to Participating Entities in the same condition provided to it by Vendor.

B. SALES TAX. Each Participating Entity is responsible for supplying the Participating Dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Pricing provided in Vendor's Proposal does not include sales tax.

C. HOT LIST PRICING. At any time during this Contract, Participating Dealers may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When a Participating Dealer determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell by Vendor in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Discounts greater than those listed in the Contract may be available for quantity buys, off-peak season buys, or quotes that exceed base option content listed in the contract pricing. Any such discount will be offered by Participating Dealers on a case-by-case basis.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract through Participating Dealers. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Dealer's employees may be required to perform work at government-owned facilities, including schools. Participating Dealer's employees and agents

must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the Participating Dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell, Vendor and Participating Dealers. Typically, a Participating Entity will issue an order directly to the Participating Dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor or Participating Dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor, Participating Dealer, or Participating Entity obligations may extend beyond the term of this Contract.

Acceptable forms of payment will be determined between Participating Dealer and Participating Entity. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity, Participating Dealer and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity, Participating Dealer and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Participating Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order. Vendor bears no liability for the Participating Dealer's performance bond and/or its decision to provide a performance bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Participating Dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, Vendor, including their agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities and Participating Dealers may enter into a mutual agreement regarding the circumstances under which an order may be terminated.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities by Participating Dealers, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities by Participating Dealers. The Administrative Fee must be included in, and not added to, the pricing. Vendor or Participating Dealers may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the other and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by Sourcewell and Vendor.



C. **WAIVER.** If either Sourcewell or Vendor fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract (including all attachments and amendments) contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of Sourcewell and Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of any manufacturing or design defect that existed when the Product left Vendor's possession; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and to the extent the manufacturing or design defect existed when the Equipment or Product left Vendor's possession.

### **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing Sourcewell and Vendor's relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
  - d. Any use of Sourcewell's Intellectual Property by Participating Dealers as described herein must be negotiated between the Participating Dealer and Sourcewell. Vendor bears no responsibility for the act or failure to act of Participating Dealers with respect to Sourcewell's Intellectual Property.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE**. During the term of this Contract, Sourcewell and Vendor will monitor performance and address unresolved contract issues as follows:

1. *Notification.* Sourcewell and Vendor must promptly notify each other of any known dispute with the terms or performance of this Contract and work in good faith to resolve such dispute between Sourcewell and Vendor within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If Sourcewell and Vendor are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
4. *Participating Dealer.* The provisions of this section apply only to Sourcewell and Vendor. Any dispute between any Participating Entity and any Participating Dealer must be resolved between the Participating Entity and the Participating Dealer. Vendor shall not be held liable for a Participating Dealer's failure to perform in accordance with a Purchase Order or other directive from a Participating Entity.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. Intentionally Omitted.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements of Participating Dealers based on specific funding specifications. Participating Entities will work with Participating Dealers if additional specific funding specifications are required. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services sold through and by Participating Dealers with United States federal funds. Participating Entities will ensure that Participating Dealers are in compliance with the following provisions, when applicable, and it is not Vendor’s responsibility to ensure that Participating Dealers are in compliance with any such provision.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.



F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Blue Bird Body Company

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...

DocuSigned by:  
By: Albert Burleigh  
AA417A61C5BC483...

Title: Director of Operations & Procurement/CPO

Title: Regional Executive Director

Date: 8/27/2020 | 3:11 PM CDT

Date: 8/31/2020 | 8:55 AM CDT

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 8/31/2020 | 8:59 AM CDT

# RFP 063020 - School Buses with Related Accessories, Supplies, Parts, and Services

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## Vendor Details

Company Name: BLUE BIRD BODY COMPANY  
Address: 3920 Arkwright Rd. Suite 200  
Macon, GA 31210  
Contact: Albert Burleigh  
Email: albert.burleigh@blue-bird.com  
Phone: 478-919-7311  
HST#:

## Submission Details

Created On: Wednesday June 03, 2020 11:08:37  
Submitted On: Tuesday June 30, 2020 12:28:33  
Submitted By: Albert Burleigh  
Email: albert.burleigh@blue-bird.com  
Transaction #: f52eb723-f1be-4967-a668-fc9fab2faff9  
Submitter's IP Address: 75.38.16.103

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Blue Bird Body Company
2	Proposer Address:	3920 Arkwright Road, Suite 200 Macon, GA 31210
3	Proposer website address:	www.blue-bird.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Gordon Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 tim.gordon@blue-bird.com (478) 822-2260

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blue Bird Corporation has been servicing the school and activity bus industry since 1927. The company was founded by George Luce and his goal for the first bus designed and built was to "build a better bus" and we hold that focus still today. The Luce family managed and operated the business until the early 90's. Since that time, Blue Bird has gone through three ownership changes that were either private equity or a combination of private equity and public ownership as a division of Henly's Group and traded on the London Exchange. In February of 2015, Blue Bird filed an initial public offering on NASDAQ and is publicly traded under the symbol BLBD.</p> <p>We come to work every day with one common goal, to design, build, sell and service the world's finest school bus. That's what we do - no distractions, no competing priorities. We are heirs to a rich legacy, one of listening to our customers, embracing their needs, and delivering innovations that lead the market.</p> <p>We commit ourselves to four driving priorities - safety, quality, durability, and serviceability. We embody the interests of every child that rides us, every driver that drives us, every service technician that services us and every district that buys us. More than a business, this work is our heritage, and we have been at it since 1927 - that's purpose driven.</p> <p>We are singularly focused on building and selling school buses that customers want and value. The safety of schoolchildren is at the center of all that we do and we will strive every day, just as we have since our beginning in 1927, to provide an unparalleled and affordable product in terms of safety, quality, durability, and serviceability.</p> <p>We will be easy to do business with, responsive to our customers' wants and needs, and provide prompt after-sale support in parts and service through a professional, high-qualified distribution network. Customer satisfaction is our top priority.</p>
8	What are your company's expectations in the event of an award?	To make bus purchases easier for school districts Nationwide and bring value from this RFP to participating entities. We will promote this contract as described in our marketing plan and will strive to increase awareness of the Sourcwell contract, grow dealer participation, and increase sales through the use of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our 2019 Annual Report has been provided in the document upload section to support the below financial summary.</p> <p>We ended the decade with our best financial performance in more than ten years and are positioned well for future growth. Our fiscal 2019 adjusted EBITDA of \$82 million was 17% above last year and our net sales revenue exceeded \$1 billion for the second consecutive year, setting an all-time record for Blue Bird. We sold more than 11,000 buses for the second year in a row and we grew our alternative-fuel bus sales by more than 20% in a strong, but flat industry.</p>
10	What is your US market share for the solutions that you are proposing?	Our 2019 fiscal year end US market share for school and activity buses is 33.1%
11	What is your Canadian market share for the solutions that you are proposing?	Our 2019 fiscal year end Canadian market share for school and activity buses is 15.8%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In January 2006, Blue Bird filed for Chapter 11 bankruptcy. This was a pre-packaged court filing to strengthen our balance sheet through a debt-for-equity conversion plan. The restructuring of our debt provided for a full recovery to the company's general unsecured creditors.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Blue Bird is a manufacturer of school buses. In fiscal 2019, we sold approximately 90% of our vehicles through our United States and Canadian dealer network, currently consisting of 47 dealers that, in their territories, are exclusive to us with Type C and D school buses. School buses sold in the United States and Canada through our dealer network are purchased by school districts and private schools, as well as small and medium size contractors that provide services to school districts on a fee basis. Dealers develop collaborative relationships with school districts, district transportation directors, and key officials in their states.</p> <p>Blue Bird has a long history of going to market with the best dealer network in the industry. Although Blue Bird is involved with the customer experience included but not limited to sales, service, and support, the dealers have the day to day responsibility and relationship.</p> <p>The dealer network is a third party and independent businesses with a contractual obligation to Blue Bird and vice versa.</p>
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14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our products must satisfy various legal, environmental, health and safety requirements at federal, state and municipal levels. At the federal level, "FMVSS," or Federal Motor Vehicle Safety Standards, govern the safety of all motor vehicles sold for use in the United States. More than half of the FMVSS regulations apply to school buses. For example, federal regulations require school buses to be painted "school bus yellow" and to be equipped with specific warning and safety devices. School buses are also built with the body on top of chassis frame rails. This so-called "high floor" construction moves the passenger compartment above the typical automotive "crash zone" and therefore provides an added measure of safety should a collision occur. Steel rollover cages and heavy duty bumpers are designed to provide incremental protection, in contrast with standard transit buses with "low floor" construction that offer lower curb height access with limited or no steel reinforcement.</p> <p>All completed vehicles manufactured by Blue Bird Body Company for use in the United States are manufactured in full compliance with all applicable U. S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at the time of manufacture completion.</p> <p>Per U.S. Code of Federal Regulations Title 49, Subtitle B, Chapter V, Part 567 Certification, the U. S. National Highway Traffic Safety Administration (NHTSA) requires that each vehicle manufacturer self-certify their vehicles to be in full compliance with all applicable FMVSS as evidenced by the presence of the compliance label which must comply with their (NHTSA) content requirements. An FMVSS compliance letter is provided in the document upload section.</p> <p>After a school bus is sold, regulation of the operation of the school bus becomes the responsibility of the state in which it operates. Today, each state has its own rules and regulations pertaining to the manufacture, design, operation and safety of the school buses operated in their jurisdictions. As a result, we cannot manufacture to a single set of specifications, but rather must assure that each manufactured bus conforms to the specifications of the particular jurisdiction in which it will be operated.</p> <p>Blue Bird is licensed in each state we operate as required by state law and each dealer holds the normal business licenses and motor vehicle dealer license from their respective State(s) as required. Many of our dealers are also licensed service and warranty repair locations for major suppliers such as Caterpillar, Cummins, Allison, and Ford. These businesses are bonded and insured.</p> <p>We must also consider the rules and regulations of foreign jurisdictions. In Canada, where our Micro Bird joint venture operates, school buses are governed by the Canadian Motor Vehicle Safety Regulations. These regulations are patterned after the FMVSS regulations, although differences do exist between the two regulatory systems.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>This has not applied to our company</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Blue Bird has a reputation for safety, product quality/reliability/durability, and drivability: Our longevity and reputation in the school bus industry have made us an iconic American brand. We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Alternative fuel leadership: We are the market leader in propane, gasoline, and CNG fuel powered-buses, having sold approximately eight times more alternative fuel school buses than all of our competitors combined from fiscal 2010 through fiscal 2019. In fiscal 2019 we sold 5,343 propane, gasoline, CNG, and electric powered buses, an increase of 20.7% versus the prior year.</p> <p>Innovative product leadership: We have consistently led the school bus industry with innovative product leadership through several industry firsts, including the first Type D CNG school bus, the first unique school bus chassis, and the first OEM-manufactured propane bus. In fiscal 2016, years ahead of our competition, we launched the industry's first gasoline powered Type C bus (utilizing an exclusive Ford and Roush CleanTech powertrain), and we were first-to-market with Electronic Stability Control. Also in 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. In fiscal 2018, we sold our first Type D electric vehicles and in fiscal 2019 we introduced our Type C electric vehicle.</p> <p>Strong distribution model. We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada, and during recent years have significantly enhanced our relationships with large fleet operators. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us.</p> <p>Highly-skilled and committed workforce: We benefit from a highly-skilled, committed hourly workforce of approximately 1,853 that support our customized assembly operations at our 900,000 square foot integrated chassis manufacturing and body assembly facility and 340,000 square foot component fabrication facility. Our employees are trained to maximize production efficiency by following customized processes developed by us.</p> <p>Excellence in marketing and promotion of our products: Our recent ad campaign in School Transportation News was the #1, top-rated advertisement in the magazine: <a href="https://www.dropbox.com/s/q4ypgb2rwn6clpq/Blue_Bird_Award_STN_March_2020.pdf?dl=0">https://www.dropbox.com/s/q4ypgb2rwn6clpq/Blue_Bird_Award_STN_March_2020.pdf?dl=0</a></p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 2%
18	What percentage of your sales are to the education sector in the past three years	96% which consists of sales to school districts and bus contractors that service school districts
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	With the exception of the current Sourcewell contract, we do not hold any state, provincial, or cooperative purchasing contracts directly. Throughout the U.S. and Canada, our dealer network holds in total over 20 contracts. Our sales utilizing the Sourcewell contract was approximately 365 units from 2017-2019.



20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract # GS-30F-DA017. We sell buses through our United States General Services Administration ("GSA") contract, an expedited procurement procedure designed to meet the needs of bus customers authorized to purchase through the GSA contracting offices, including the U.S. Air Force, U.S. Army, Homeland Security and the U.S. Department of Agriculture. Volume over last 3 years was approximately 850 units.
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#### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Mobile County Public Schools (AL)	Pat Mitchell	(251) 221-5260
Independence School District (MO)	Daryl Huddleston	(816) 525-5335
BRANDON VALLEY SCHOOL DISTRICT 49-2 (SD)	Wayne Hampton	(605) 582-3514
BROOKINGS SCHOOL DISRICT (SD)	Bill Heldt	605-696-4750

#### Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Georgia - GA	GSA contract # GS-30F-DA017	850 units	\$90M
Northwest Independent School District	Education	Texas - TX	RFP	205 units	\$16.7M
Clark County School District	Education	Nevada - NV	RFP	300 units	\$28M
Fulton County School District	Education	Georgia - GA	RFP	164 units	\$13.4M
Pflugerville Independent School District	Education	Texas - TX	RFP	154 units	\$12.3M

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Blue Bird sells and services product through a network of dealers. Blue Bird supports that network with Regional Sales, Service, and Parts Managers that live in the territory they represent. Our dealer network in total has approximately 160 sales representatives that are responsible for school bus sales in their respective territories.

24	Dealer network or other distribution methods.	We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us. In addition, our dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets.	*
25	Service force.	Through our dealer's service network, there are over 600 qualified technicians to meet the warranty and retail service needs of our customers.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our 47 dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets. In addition, many of these service locations have mobile service capabilities to improve the response time and added convenience for our customers. Blue Bird field service engineers provide technical support to our dealer network. At the end of fiscal 2019, service engineers had an average of over 25 years of experience with our Company and are strategically placed throughout the United States and Canada to better serve both dealers and end-customers. The network leverages our parts inventory, technical training, and online warranty network to address customer service needs.</p> <p>We maintain a parts distribution center in Delaware, Ohio that fills demand for our Company specific and all-makes parts. Additional demand for parts is fulfilled by drop ship and direct sales. To fulfill demand for parts that are not maintained at the distribution center, we are linked to approximately 40 suppliers that ship directly to dealers and independent service centers.</p> <p>This level of support positions us as the school bus industry experts which furthers our ability to be responsive to our customers parts and service needs.</p> <p>We contract with a 3rd party survey company, The Daniels Group, to monitor our customers' satisfaction with the quality of our products and satisfaction with the performance of our dealer network. We monitor customer responses weekly to ensure we are managing and targeting improvements to our products and dealer network.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our goal is to provide our products to all participating entities by encouraging our U.S. dealer network to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have dealers participating in 37 states. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our goal is to provide our products to all participating entities by encouraging our dealer network in Canada to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have one dealer participating in 2 provinces and 2 territories. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We currently do not have participation from our dealer network in the below states/provinces. If awarded the contract, we will continue to work with our dealers to encourage participation so we can offer our products to all participating entities where the Sourcewell contract is allowed.</p> <p>Currently not participating in the following Canadian Provinces: Manitoba, New Brunswick, Newfoundland &amp; Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, Saskatchewan *</p> <p>Currently not participating in the following U.S. states: Maine, Alaska, Wyoming, Iowa, California, Hawaii, Arizona, North Carolina, Mississippi, New York, Arkansas, West Virginia, and Kentucky</p>
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our existing GSA contract will take precedent as the means for the government to purchase our products. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As of this bid submission, we do not have dealer representation in Alaska. When a new dealer is signed, it is our intent to offer our products to participating entities. Currently, our dealer who covers the state of Hawaii is not participating. We will continue to work with our dealer to encourage them to participate. *

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In addition to communicating to all dealers through our formal dealer communication process, we plan to announce the contract award through our website and social media platforms. Also, we will encourage all participating dealers to promote their participation through their various communication channels and at local trade shows. In conjunction with Sourcewell, we will provide training to our Regional Sales Managers as well as dealer sales personnel on how to effectively promote the benefits of the Sourcewell contract to their customers.</p> <p>In addition, we will seek out opportunities to partner with other Sourcewell-approved vendors to further improve the value-proposition offered to the Participating Entities. For example, we recently partnered with NCL Government Capital (Sourcewell vendor) to offer a 12-month deferred payment program for our customers. We've included a jointly-developed marketing flyer in the document upload section.</p> <p>Examples of other marketing materials have been provided in the document upload section as well.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our social media presence is, by far, the most popular in our industry. With nearly 50,000 "likes", we have 5 times more followers than our top competitors. Plus, we have a presence on Twitter and LinkedIn. We utilize these digital platforms to bring customers back to our website, www.bluebird.com, and use our Request a Quote form as a measure of success for sales through digital means. We also regularly present digital advertising "whitepapers" through School Bus Fleet magazine's website and School Transportation News' website.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would recommend the use of Sourcewell's website for marketing our partnership. We would request that Sourcewell provide sales training to our Regional Sales Managers and participating dealer sales teams to understand how promote the benefits of this contract to participating entities.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are sold through our dealer network. The availability of e-procurement ordering process can be discussed between a Participating Entity and the Participating Dealer.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In addition to any training available through our dealer network or training coordinated through many of our supplier partners, our Blue Bird Academy also offers web-based, video tutorials, and factory-based training for our customers.</p> <p>Technician Training -Blue Bird Academy offers three types of technician training:</p> <ol style="list-style-type: none"><li>1. We recently launched our online Blue Bird Technician Certification program and this is open to all technicians: dealer and customer.<ul style="list-style-type: none"><li>- Associate Level: 100% web-based - \$650/person</li><li>- Advanced Level: Live training sessions in Fort Valley, GA or regionally, followed up by online courses for real world application of the knowledge and skills learned in the previous level and workshop – Price TBD</li><li>- Master Level: Hands-on Factory-based proficiency observation of skills learned through online and live training sessions – Price TBD</li></ul></li><li>2. We also offer factory-based and regional training throughout the year which are typically 4-days in length. When held at the factory location in Fort Valley, a plant tour is included. The cost for this varies depending on location.</li><li>3. We also will provide on-site service training at a customer's location, by request. The cost for that is based on travel expenses for our trainer.</li></ol>
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37	Describe any technological advances that your proposed products or services offer.	<p>Our performance in recent years has been driven by the implementation of repeatable processes focused on product initiatives, continuous improvement of both competitiveness and manufacturing flexibility, as described below:</p> <p>1. Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> <li>• Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering.</li> <li>• We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings.</li> <li>• We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</li> <li>• CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus.</li> <li>• Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</li> <li>• Gasoline — In 2016, we re-introduced gasoline engines in school buses, again using a Ford engine and transmission and a Roush Clean Tech fuel delivery. This product has been an immediate success and continues to grow the Blue Bird customer base.</li> </ul> <p>2. Diesel — Blue Bird works closely with Cummins on diesel engines which continue to be the power source for the majority of school buses sold.</p> <p>3. Product Initiatives — We continue to update and improve our products.</p> <ul style="list-style-type: none"> <li>• Blue Bird introduced the first Electronic Stability Control system on school buses as an optional offering in fiscal 2017, and made it a standard feature in fiscal 2019. We also made rear-view cameras standard in fiscal 2019.</li> </ul> <p>4. Manufacturing and Process Initiatives — We have commenced a number of initiatives to continue to build customer loyalty, reduce costs, and enhance competitiveness.</p> <ul style="list-style-type: none"> <li>• We launched our all-new, state-of-the-art paint facility in July 2019. This facility will drive greater reliability, quality, and capacity at a lower cost.</li> <li>• We contracted with industry leaders to revise our production techniques in our plant.</li> </ul>
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>All emission levels mentioned below are certified by CARB (California Air Resources Board) and/or EPA (Environmental Protection Agency).</p> <p>As mentioned above in Line Item 37:</p> <p>Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> <li>• Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering.</li> <li>• We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings.</li> <li>• We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</li> <li>• CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus.</li> <li>• Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</li> </ul>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Zero Emission Vehicle - Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</p> <p>Ultra Low NOx certification - We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>TVM DBE Goal Concurrence/Certification Letter (Fiscal Year 2020) has been provided in document upload section</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Colorado Rack and Kentucky Pole Tests were not invented by or exclusive to Blue Bird. Some will downplay the importance of these critical structural benefits and will fall back on compliance to Motor Vehicle Safety Standards. When transporting our most precious cargo, our children, Blue Bird does not settle for minimum construction standards. Both Colorado Rack and Kentucky Pole Tests were developed because minimum FMVSS standard testing, according to Blue Bird, should be taken a step further.</p> <p>Colorado Rack Test: The Colorado Rack test verifies structural integrity and crash-worthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This insures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, insuring safe exit in the event of a rollover crash. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>Kentucky Pole Test: The Kentucky Pole test is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation, in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>As previously mentioned, we have the widest range of products and fuel types to best meet the needs of customer throughout the industry.</p>
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all our products and include parts and labor, however, there are some components covered by the component manufacturer. Some examples of this are Cummins diesel engines and Allison transmissions which are covered by these companies. A copy of our standard warranty is provided in the document upload section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty has limitations and exclusions that are detailed on our standard warranty statement which is provided in the document upload section.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our Blue Bird standard warranties do not cover travel time and mileage, however, many of our dealers cover this expense within certain limits.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certified technicians are available in all geographic regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For those components that are not included in our standard warranty, our Blue Bird dealers can either perform warranty service for those components or can arrange for work to be performed at an authorized warranty repair center.
47	What are your proposed exchange and return programs and policies?	Blue Bird does not offer any exchange or return programs on buses. Any returns or exchanges will be negotiated directly between our dealers and the participating entity.
48	Describe any service contract options for the items included in your proposal.	We offer several service contract options to extend the standard warranty. These include contracts that extend our standard one-year warranty to two, three, five, or six years. We offer tow warranties to provide towing for up to 5 years. We also offer warranties on Roush gas, LPG, and CNG components that extend those warranties up to 10 years. A chart detailing extensions to our standard warranty is provided in the document upload section. Additional service contracts and pricing are provided in our options list.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	The payment terms will be provided directly by the participating dealer when a quote is provided to a participating entity. Our dealers' payment terms range from COD to 60 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Blue Bird has a partnership with TCF Capital Solutions to offer leasing and financing options through our dealer network. Our dealers also offer additional options for leasing and financing through 3rd party lending institutions. In addition, we recently developed a joint program with NCL Government Capital (a Sourcewell vendor) to offer a special 12-month deferred payment program to customers.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our dealer network will work directly with participating entities to finalize bus specifications and all other details relating to their bus order. Our dealers will process the participating entities purchase orders and place the bus orders through Blue Bird's online order entry system. We will develop a special option feature to designate the order as a Sourcewell order. We will develop a quarterly report to identify Sourcewell orders by dealer and customer to supply Sourcewell on a quarterly basis.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	This would be a matter to be discussed between the Participating Entity and the Participating Dealer.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With this bid proposal, we are providing base content, state-spec products for each market where we've identified a participating dealer. This pricing does not include shipping costs or sales tax (if applicable). Each state/province has its own unique specifications and therefore unique pricing structure. Discounts vary depending on product type, market, and specifications. In addition to these base configurations, we are providing our full list of Blue Bird installed options to allow customers to purchase any option combination that can be validated for their market as well as any fuel type including gasoline, diesel, propane, CNG, and electric (for those products where these options are available). Our option list consists of a list price and a Sourcewell price which is a discount off of list. Additional discounts are available and are generally considered for quantity buys, off-peak season buys, and higher option content buses. These additional discounts generally apply to the base configurations as well as options listed in the Blue Bird option list. To provide the Participating Entity the benefit of these available discounts, we direct our Participating Dealers to submit requests to Blue Bird for additional discount consideration. We will evaluate each quote independently and will return an approved discount and price point to the dealer for submission to the customer. In every case, this price will be as good as or better than the ceiling price provided in this bid. In addition to our available Blue Bird options, Participating Dealers may also offer dealer-installed or vendor-installed options. Those have been included in the pricing file. Those options may also carry an additional discount off of the installed price and, if so, will be detailed in the quote to the Participating Entity. If an option is requested which is not listed, the dealer will provide a quote for this option to the customer.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount off the base bus configuration ranges from 10%-15%. The pricing discount off the available Blue Bird options ranges from 0%-40%.	*
55	Describe any upcharge and/or discount structure that applies on a State-by-State or Province-by-Province basis for Sourcewell Participating Entities in the US or Canada. Upload relevant pricing materials (if applicable) in the document upload section of your response.	Base bus configurations provided are state/province specific and are noted as such in the pricing file. Each market has unique discounts and pricing which is primarily due to individual market conditions and option content levels.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	We offer additional discounts over what's provided in the base bid for quantity buys, off-peak season buys, or higher option content buses.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Customers, from time to time, request options or brands that are not available as a Blue Bird factory-installed option. In that case, dealers have the ability to offer these options as dealer-installed or vendor-installed options. Many of these available options with installed pricing has been provided in the pricing file. For any requested option not listed, the dealer can provide a quote upon request.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The costs that are not included in the bid response include shipping cost (both from the factory to the dealer location and from the dealer location to the customer location), and any applicable sales tax. The shipping costs can vary by product type and location. The sales tax (if applicable) will vary by the transaction amount.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blue Bird contracts with a 3rd party delivery company for bus deliveries from the factory to the dealer. Before providing a final quote to the customer, the dealer requests a delivery estimate from Blue Bird to add to the price of the quote. This can vary by fuel type of the product and total distance traveled. In addition, the dealer will also incur a cost to transport the product from their location to the customer location. This can also vary by fuel type and total distance traveled.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time of this bid submission, we are not providing bid prices for Hawaii and Alaska. If these markets are supported during the term of the contract, a price for shipping will be provided to the customer when the bus(s) are quoted. Unlike other U.S. markets, these will include cost to transport over water and will typically be much higher than typical shipping costs. Shipping to Canada is handled in the same manner as described in Line Item 59.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to the unique shipping method for AK and HI mentioned above, there is also a unique method for electric-powered and CNG-powered buses. Because EV charging stations are not available throughout all areas of U.S. and Canada, these products are shipped on a flatbed truck and will have higher shipping costs which will be included in the final quote to the customer. CNG buses, due to similar fueling infrastructure limitations, may be shipped via flatbed for some portion of the delivery and may incur higher shipping costs which will be included in the final quote to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	There are some markets where our dealers are listed on existing cooperative contracts. Typically, but not always, there is language prohibiting dealers selling below the contract price. For this reason, in some cases, our pricing will be the same or similar to pricing already established on those contracts. In other markets, pricing will be better or typical to what's offered today in that market.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All pricing requests submitted to Blue Bird by a Participating Dealer for a Participating Entity will require us to review the discounts and final proposed price. We will set up a process to identify these requests as a Sourcewell quote. We will insure that all Sourcewell quotes are priced at or below the contract price. We will track these quotes so we can identify any that become a customer order. We will then verify with dealers on a monthly basis all orders we've identified as Sourcewell orders. This will allow us to verify the correct pricing and reserve the Sourcewell fee for the quarterly payment, as well as collect all the customer detail as required in the reporting process.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a per-unit fee of \$800 for all products sold under this contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In this bid proposal, we are including all bus types including Type A Micro Bird, Type C Vision, and Type D (Rear Engine and Front Engine). The Type A Micro Bird includes the G5 model on a Chevrolet 6.0l gas chassis. In the Type C and Type D, we are providing all bus lengths, passenger capacities, and fuel types. The fuel type options are as follows:</p> <ul style="list-style-type: none"> <li>Type C gas</li> <li>Type C diesel</li> <li>Type C propane</li> <li>Type C electric</li> <li>Type D-FE diesel</li> <li>Type D-RE diesel</li> <li>Type D-RE CNG</li> <li>Type D-RE electric</li> </ul>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories would be considered our various bus types and fuel types as described above.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
67	Type A School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Type A is being offered in a gas model. We will add additional Type A fuel types during the term of the contract.
68	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, are base Type C configurations are in gas or diesel, depending on the market, and we include the options to configure our Type C in any of the following fuel types: gas, diesel, propane, or electric.
69	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, we offer a Type D-Rear Engine in diesel with options to upgrade to CNG or Electric. We are also offering a Type D-Front Engine in a diesel.
70	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Activity buses are offered in both Type C, Type D-Rear Engine, and Type D-Front Engine in the fuel types mentioned in the individual product categories in line items 68 & 69.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Some of the metrics that will be tracked:</p> <ul style="list-style-type: none"> <li>- Number of dealers selling products on the Sourcewell contract vs. a year ago.</li> <li>- Total number of units sold on the Sourcewell contract vs. a year ago.</li> <li>- Number of repeat customers who utilized this contract vs. a year ago</li> <li>- Number of new customers who utilized this contract vs. a year ago</li> </ul>
72	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>First, we pride ourselves on having the safest bus on the road today. We build our buses to the highest standard of safety, exceeding the Federal Motor Vehicle Safety Standard. In our mind, safety is not an option; it is the most important and fundamental attribute of a school bus. Every Blue Bird bus is certified to meet the rigorous testing requirements of Colorado Rack and Kentucky Pole certification. These tests are designed to recreate impact scenarios that are only faced in the worst accident situations, such as rollovers and massive impacts, and ensure the maximum protection for the onboard passengers. Children's safety is our business, that's why we build additional strengthening into every Blue Bird bus - standard practice for us, but optional equipment for our competitors.</p> <p>Second, we don't build a chassis for use in both truck and school bus applications, as we believe that could be a compromised solution. Others do that, but we don't. We provide a purpose-built school bus from the ground up, with safety and reliability top of mind. As such, our bus is full of unique features - from the steep rake of our hood that ensures best-in-class forward vision for the driver, to the extensive use of special fasteners that never need torquing throughout the life of the bus. That's safety built-in!</p> <p>Third, we care about the environment and the future of our planet and will continue to invest in innovation that provides a cleaner world for our children. Our leadership in alternative fuels is a testament to this - with our top 10 dealers alone, the propane buses they sold in 2019 reduced NOx emissions by over 1.2 million pounds! What's more, our exclusive propane buses are certified to NOx levels at one tenth of the EPA's and our competitors' standard. With over 40% growth in our propane bus sales last year, our message is being heard - with Blue Bird propane, you can have the safest, cleanest and lowest-cost-of-ownership of any bus in the market. But that's not all. In 2019, we launched the most extensive range of zero-emission, electric-powered school buses in North America covering all body styles, and have secured over 200 orders to date. We believe in providing innovative products that are both affordable and safe.</p>
73	Identify any bus types, models, configurations, or engine/power alternatives that are not yet available in your bus offerings but that are scheduled to be released during the anticipated term of the Sourcewell contract.	Blue Bird offers the widest range of bus types and fuel types of any school bus manufacturer. We are the only manufacturer to offer electric power in Type A, Type C, and Type D. At this time, we are not announcing any new planned product offerings for the near future but are continuously researching new products and features that meets the emerging demands of our school bus customers.
74	Describe any options, accessories, supplies, parts, and services that you are proposing that are not described in any other section of your response. Upload relevant pricing materials (as applicable) in the document upload section of your response.	Not applicable

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Blue Bird\_Annual Report\_Fiscal Year 2019.pdf - Saturday June 27, 2020 14:14:28
  - [Marketing Plan/Samples](#) - Marketing.zip - Saturday June 27, 2020 14:14:46
  - [WMBE/MBE/SBE or Related Certificates](#) - Blue Bird Body Company\_ FY2020 DBE Goal Concurrence Letter.pdf - Saturday June 27, 2020 14:14:57
  - [Warranty Information](#) - Warranty.zip - Saturday June 27, 2020 14:15:10
  - [Pricing](#) - Pricing.zip - Tuesday June 30, 2020 11:23:01
  - Additional Document (optional)



## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at:  
<https://www.sam.gov/portal/3>; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Albert Burleigh, Regional Executive Director, Blue Bird Body Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_School Buses_RFP063020</b> Wed June 17 2020 12:48 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_School Buses_RFP063020</b> Fri June 12 2020 01:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_School Buses_RFP063020</b> Mon May 18 2020 12:33 PM	<input checked="" type="checkbox"/>	1



**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend Existing NASPO Contract AR2488 with Purchase of Ecolane Mobility Customer Smartphone App for Kingsport Area Transit Service (KATS)**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-246-2024  
Work Session: August 30, 2024  
First Reading: September 3, 2024  
Final Adoption: September 3, 2024  
Staff Work By: Timothy Land  
Presentation By: Timothy Land

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Kingsport Area Transit Service (KATS) has been using Ecolane scheduling and dispatching software as a service (SaaS) in daily transit operations since 2023. To stay current and relevant in today's public transit industry, and to build upon customer service, KATS is in the position to obtain the Ecolane MOBILITY app. This will give customers the ability to book and modify their rides, as well as the ability to track when their van will arrive. KATS seeks to purchase the customer-based smartphone app MOBILITY by Ecolane for \$14,830.86 by amending existing agreement through SHI International Corporation using NASPO Contract No AR2488. Funding is identified in the FY24 budget (Federal: \$11,864.68 (80%)/ State: \$1,483.09 (10%)/ Local: \$1,483.09 (10%)).

This MOBILITY app was one of a group of optional modules that was listed in the original SHI quote from 2023. KATS opted out of accepting MOBILITY as an option upon entering into contract in 2023 with the understanding that optional modules can be purchased at future dates. (AF-246-2024) (Timothy Land).

**Attachments:**

1. Resolution
2. Quote
3. Original 2023 SHI/ Ecolane Contract
4. SHI/ Ecolane Quote with all options (2023)
5. SHI/ Ecolane Quote with final options (2023)

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION FOR THE ACQUISITION OF ECOLANE SOFTWARE MOBILITY CUSTOMER SMARTPHONE APP UNDER THE TERMS OF NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NO.: AR2488

WHEREAS, in August, 2023, the board approved Resolution No. 2024-058 which authorized the acquisition of Ecolane Evolution and MDT Software Licenses and all necessary accessories for scheduling and dispatching utilizing a National Association of State Procurement Officials (NASPO) Contract No.: AR2488, for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, under the terms of the cooperative agreement certain components were optional one of which being the the Ecolane MOBILITY app, which allows customers the ability to book and modify their rides, as well as the ability to track when their van will arrive; and

WHEREAS, City did not include the MOBILITY app as part of the purchase in 2023 but upon further study following implementation of the Ecolane service deems acquisition of the MOBILITY app beneficial for purposes of better customer service; and

WHEREAS, the cost for the MOBILITY app is \$14,830.86 per year; and

WHEREAS, the funding is available in FY24 budget.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the city manager is authorized to execute an amended purchase order to SHI International Corporation and any other documents necessary and proper for the purchase of Ecolane MOBILITY app and all necessary accessories for the Kingsport Area Transit Service (KATS), in the amount of \$14,830.86.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of September, 2024.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

Item XIV3.

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



Pricing Proposal  
Quotation #: 25174206  
Created On: 8/8/2024  
Valid Until: 9/7/2024

## TN-City of Kingsport

## Inside Account Executive

### Timothy Land

415 Broad St.  
Kingsport, TN 37660  
United States  
Phone: 423-224-2612  
Fax:  
Email: timothyland@kingsporttn.gov

### John Lloyd

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-624-5956  
Fax:  
Email: john\_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Let your customers book and manage their own trips through a feature-rich iPhone or Android Ecolane-branded mobile app. (should the wording "includes Self-Service Trip Booking Website" be added to descriptions) 3rd party charges will apply to credit card Ecolane USA, Inc - Part#: MOBILITY Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960	1	\$14,830.86	\$14,830.86
		Total	\$14,830.86

### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Item XIV3.

# MASTER AGREEMENT

(Signature Page)

**ECOLANE USA INC.**, a Delaware corporation ("Ecolane"), and the customer whose name appears below ("Customer") hereby enter into, as of the Effective Date set forth below, this Master Agreement consisting of the Standard Terms and Conditions and Exhibit A, which are attached hereto and incorporated herein for all purposes.

CUSTOMER INFORMATION	
Customer Legal Name	Kingsport Area Transit Service
State of Incorporation / Organization	TN
Type of Legal Entity	
Notice Contact Information	Attn: <a href="#">Timothy Land</a> Kingsport Area Transit Service 900 East Main St. Kingsport, TN 37600 <a href="mailto:timothyland@kingsporttn.gov">timothyland@kingsporttn.gov</a> 423-224-2612

IN WITNESS WHEREOF, the parties have duly executed this Master Agreement by the duly authorized signatures below as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

Customer:

Kingsport Area Transit Service

By: *Patrick W. Shull*  
Signature  
Patrick W. Shull  
Printed Name  
Mayor  
Title

**ECOLANE**

940 West Valley Road, Suite 1400  
Wayne, PA 19087

By: *Miro Gjorgjevski*  
Signature  
Spiro Gjorgjevski  
Printed Name  
President  
Title

ATTEST:

*Amanda Marshall*  
DEPUTY CITY RECORDER

APPROVED AS TO FORM:

*Andrew G. Lawrence*  
CITY ATTORNEY

## ECOLANE MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

This Master Agreement ("Agreement") sets out the terms and conditions pursuant to which Customer may from time to time access, use or license one or more computer software products from Ecolane and obtain from Ecolane such support, professional and other services.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I. ORGANIZATION AND RULES OF CONSTRUCTION

1. **Organization.** These standard terms and conditions are divided into five Articles: Article I Organization and Rules of Construction, Article II Definitions, Article III Term License, Article IV Software as a Service (SaaS), and Article V General Terms and Conditions. The terms and conditions in Articles I, II, and V apply during the entire term of this Agreement and to all Licensed Software and Services. Article III applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify a Term License. Article IV applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify SaaS. The terms and conditions under either Article III or IV will be inapplicable unless Customer and Ecolane contract for a Term License or SaaS governed by them, respectively. It is acknowledged that licenses, or rights to access and use, for a Term and SaaS may operate concurrently from time to time, as selected by Customer on the Orders.

### ARTICLE II. DEFINITIONS

2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth herein:

2.1. "Access Term" means the term for which Ecolane has agreed to provide Customer with Hosting Services pursuant to the applicable Order.

2.2. "Authorized Users" means the Customer's employees, representatives and contractors who have a legitimate need to use the Licensed Software for Customer's internal business purposes, and with respect to contractors, are bound by obligations of confidentiality with respect to the Licensed Software substantially the same as those of Customer under this Agreement.

2.3. "Customer Data" means information, data and other content, in any form or medium, that is inputted into the Hosting Services by Customer or an Authorized User.

2.4. "Derivative Works" means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensation, or any other form

which a work may be recast, transformed, or adapted.

2.5. "Documentation" means, when used with respect to the Licensed Software, all documentation, technical manuals, operator and user manuals, flow diagrams, file descriptions and other written information provided by Ecolane that describes the functions, operational characteristics and specifications of such software.

2.6. "Fees" means the license, subscription, support, professional, hosting or other fees set out in an Order.

2.7. "Hosting Services" means the services offered by Ecolane to establish the Hosted Environment on behalf of Customer, where such Hosted Environment hosts and makes available the Licensed Software to Customer and its Authorized Users of such Licensed Software as a service over the internet.

2.8. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.

2.9. "Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time.

2.10. "Licensed Software" means the computer software products, mobile applications, and other technology which Ecolane licenses to, or grants the right to access and use to, Customer as set out in the applicable Order.

2.11. "Professional Services" means any consulting, implementation, configuration or other professional services that are described in an Order. Support Services and any hosting services are not Professional Services.

2.12. "Services" means the Professional Services and Support Services.

2.13. "Support Services" means those support and maintenance services set forth on Exhibit A.

2.14. "Updates" means all new releases, versions, enhancements, updates, corrections, patches, bug-fixes, or other modifications (regardless of how characterized) to the Licensed Software.

### ARTICLE III. TERM LICENSE

3. **Scope of License.**

3.1. Grant. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane grants Customer a personal, non-



exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on Ecolane's provided hardware, as agreed by the Parties in an Order and in accordance with Sections 7 and 8 of this Agreement; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware in accordance with Section 3.2, the Documentation, and in the number of copies of the Licensed Software permitted by the applicable Order (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

3.2. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by Section 3.1; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development

competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

#### ARTICLE IV. SOFTWARE AS A SERVICE (SAAS)

##### 4. SaaS Services.

4.1. Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Ecolane shall host the Licensed Software on Ecolane's hardware, during the Access Term, as agreed by the Parties in the applicable Order and in accordance with Sections 7 and 8 of this Agreement.

4.2. Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 4 is a services agreement and Ecolane will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

4.3. Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement and Orders may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Ecolane, nothing in this Agreement or Documentation shall be construed to confer any license to any of Ecolane's intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

4.4. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other

intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

## **ARTICLE V. GENERAL TERMS AND CONDITIONS**

5. **Orders.** Each time Customer wishes to license, or access and use, Licensed Software from Ecolane or to have Ecolane perform services, the parties will enter into an order specifying (a) the Licensed Software to be licensed by Ecolane to Customer, (b) the Licensed Software to be accessed and used by Customer, (c) the services to be provided, (d) the Fees, and/or (e) the term of such order (each, an "Order"). These Standard Terms and Conditions are hereby incorporated into, and shall apply to, each Order.

6. **Customer Obligations.** Customer is responsible and liable for all uses of the Licensed Software obtained by means of equipment, networks and computing environments provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software and Documentation by its Authorized Users or by any other third party to whom Customer or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Customer is also responsible for purchasing and licensing from applicable third parties the hardware and software required for operation of the Licensed Software and for maintaining current license and support relationships with such third parties as required to enable Customer's use of

the Licensed Software.

### **7. Hosting Services.**

7.1. Overview. If set out in an Order, Ecolane will provide certain Hosting Services as described herein. During the Access Term, Ecolane shall provide the Hosting Services to Customer in accordance with this Agreement and applicable Order. As part of the Hosting Service, Ecolane is hosting the Licensed Software in the Hosted Environment in order for Customer and Authorized Users to be able to access such Licensed Software.

7.2. Hosted Service Delivery. Ecolane may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Ecolane may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Ecolane's products or services to its customers, (b) the competitive strength of, or market for, Ecolane's products or services, (c) such Hosted Services' cost efficiency or performance, or (ii) to comply with applicable law.

7.3. Technical Environments. Except as set out otherwise herein or in an Order, Ecolane will bear responsibility for the preparation, hosting, operation and maintenance of all facilities, hardware, software, and for installing and maintaining the Licensed Software (the "Hosted Environment") necessary to provide access to and use of the Hosting Services.

### **8. Use of Hosted Services.**

8.1. Customer Responsibilities. Customer will: (a) be responsible for its and its Authorized User's compliance with this Agreement and for all their acts and omissions as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Ecolane promptly of any unauthorized access or use of which Customer becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all Laws applicable to Customer's use of the Hosted Services; and (f) promptly and fully cooperate with Ecolane and make the necessary personnel and resources available to Ecolane for Ecolane to deliver the Hosted Services, as reasonably requested by Ecolane.

8.2. Usage Restrictions. Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 8.4

(Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

8.3. Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Ecolane, which may be amended from time to time. Ecolane neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

8.4. Prohibited Uses. Customer will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Ecolane; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Ecolane; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Ecolane's, or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Hosted Services, networks or servers connected to Ecolane systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Ecolane customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Ecolane has no obligation to monitor Customer's use of the Hosted Services. However, Ecolane reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law, regulation, legal process or governmental request.

8.5. Removal of Content. If Ecolane is required to

third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, Ecolane may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

8.6. Customer Data. As between Ecolane and Customer, Customer owns the Customer Data. Customer grants to Ecolane and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including, but not limited to, as reasonably necessary or useful to perform and improve the Services and for the exercise of Ecolane's rights under this Agreement and for scenarios, including, but not limited to, data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to Ecolane that Customer has the right to grant the foregoing license and provide Customer Data to Ecolane in accordance with this Agreement. Ecolane may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, and use such data for lawful purposes, including for analytical and benchmarking purposes, for the development of new products and services, and to improve Ecolane's products and services.

8.7. Security. Ecolane will maintain commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Those safeguards will include measures designed to prevent access, use, modification, or disclosure of Customer Data except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by Law; or (c) as Customer expressly permits in writing. Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Ecolane for use with the Hosted Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

## 9. Support Services.

9.1. General. All Support Services are included in purchases of SaaS Services of the Licensed Software for duration of such subscription term set out in the applicable Order. Where Customer has not elected to purchase SaaS Services and instead purchases a Term License, the Support Services must be purchased separately for an additional fee in an Order.

9.2. Limitations. Ecolane has no obligation to provide maintenance and support services, including Updates: (a) for any but the most current or immediately preceding version or release of the Licensed Software; (b) for any copy of Licensed Software for which all previously issued Updates have not been installed; (c) for any software or other products Customer has obtained from any third party; (d) for any Licensed Software that has been modified other than by Ecolane, or that is being used with any hardware, software,

configuration or operating system not specified in the Documentation; or (e) if Customer is in breach under this Agreement.

## 10. Professional Services.

10.1. Professional Services. If specified in an Order, Ecolane will provide Professional Services to Customer in accordance with the applicable Order. Unless otherwise expressly set forth in an Order, Ecolane will own any deliverables, inventions, work product or other output of the Professional Services, including any improvements, enhancements, configurations, or other derivative works to the Licensed Software.

10.2. Ecolane Personnel. Each party shall appoint an employee to serve as a primary contact with respect to any Professional Services. In the event that any of Ecolane's personnel providing Professional Services do not perform to Customer's reasonable satisfaction, Customer shall promptly notify Ecolane in writing and Ecolane shall take appropriate actions to correct the issue, including and up to removing such personnel and replacing him or her with a suitable replacement. Ecolane is responsible for all Ecolane Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

10.3. Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Ecolane shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

## 11. Economic Terms.

11.1. General. Customer shall pay the Fees set out in the applicable Order in accordance therewith.

11.2. Fees and Payment. Customer shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Order, payment terms shall net 15 days from the date of invoice, which Customer may pay via ACH. Fees are non-cancelable, non-contingent, and once paid, non-refundable. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

11.3. Rate Changes. The parties agree that for Professional Services provided on a time and materials basis, Ecolane may increase its standard fee rates sp

in the applicable Order upon written notice to Customer; provided, that Ecolane provides Customer written notice of such increase at least 30 days prior to the effective date of such increase. Further, all fees will automatically increase on the expiration of the Initial Term and each anniversary thereafter by the greater of (a) three percent (3%) or (b) one percent (1%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Department of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated.

11.4. Late Fees. If any invoiced amount is not received by Ecolane by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Ecolane, at its option, may suspend the Support Services or any other obligation arising hereunder, in whole or in part, if Ecolane does not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

11.5. Taxes. Customer shall be solely liable for any and all taxes arising in connection with its purchases of licenses or services hereunder other than any federal, state, local, or other taxes based on or measured by Ecolane's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

## 12. Warranties.

12.1. Limited Warranty. Ecolane represents and warrants to Customer that, during the term of the applicable Order, the Licensed Software will operate substantially in compliance with its corresponding Documentation. Provided, however, Ecolane shall not be in breach of the foregoing warranty or otherwise responsible for any material defects in workmanship, design and material of the Licensed Software ("Defects") arising as a result of any of the following: (a) if the Licensed Software is used other than in accordance with this Agreement or its Documentation; (b) if the Defect is caused by a modification, update, add-on, integration, product, or service not provided by Ecolane; (c) any error or inaccuracy in data or information provided by Customer; or (d) any Customer unlicensed activities. Customer's exclusive remedy, and Ecolane's sole obligation, for the breach of the foregoing warranty shall be for Ecolane to provide commercially reasonable efforts to promptly correct, replace or provide a work around the Defect. Customer shall promptly notify Ecolane of any Defects in writing specifying the nature of the Defect and when it arose, but in no event later than thirty (30) days after the occurrence of a Defect.

12.2. Services Warranty. Ecolane warrants to Customer that it will provide the Services in a professional and workmanlike manner. Ecolane shall not be in breach of the foregoing warranty unless Customer notifies Ecolane in writing of the non-conforming Services within thirty (30) days of Ecolane's provision of such non-conforming Services. Ecolane shall thereafter use commercially reasonable efforts

to re-perform the non-conforming Services so that they are conforming to the foregoing warranty or provide Customer a pro-rated refund for any non-conforming Services. This Section sets out Ecolane's entire obligation and Customer's exclusive remedy in respect of any breach of the warranty set out in this Section.

12.3. Hardware Warranty. Ecolane will pass through and assign to Customer the manufacturer's warranty (if any) for any hardware purchased from Ecolane if such manufacturer permits Ecolane to pass through and assign such warranty to Customer. Ecolane agrees to use commercially reasonable efforts to facilitate any hardware related warranty claim by Customer, but Customer acknowledges that it has no right to make a warranty claim directly against Ecolane for any hardware supplied by Ecolane.

12.4. Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Ecolane's end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Hosted Service; and (c) the provision and use of Customer Data as contemplated by this Agreement and any Hosted Service do not and shall not violate any of Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

12.5. Mutual Warranties. Each party represents and warrants to the other party: (a) such party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate or company action and do not violate in any material respect the terms of any law, regulation, or court order to which Ecolane is subject, (b) this Agreement is the valid and binding obligation of such party, in accordance with its terms, and (c) such party is not subject to any pending or, to such party's knowledge, threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder.

#### 12.6. Disclaimers.

12.6.1 EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN SECTION 12, THE SUPPORT SERVICES AND SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS SET OUT IN SECTION 12, NEITHER CUSTOMER NOR ECOLANE MAKES, AND EACH HEREBY DISCLAIM, ANY OTHER WARRANTIES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLANE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES

REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE, TECHNOLOGY, OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SUPPORT SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12.6.2 Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Ecolane shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other Ecolane property.

#### 13. Confidentiality.

13.1. Obligations. Each party (in such capacity the "Receiving Party") shall hold the Confidential Information (as defined below) of the other party (in such capacity the "Disclosing Party") in strict confidence. The Receiving Party shall have the right to use the Confidential Information for the purpose of fulfilling its commitments and obligations to the Disclosing Party and as permitted by this Agreement. Except as permitted in the foregoing sentence or by prior written consent of the Disclosing Party, the Receiving Party shall not use, disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to use, disclose or distribute any Confidential Information; provided that the Receiving Party may disclose or distribute such Confidential Information to the following: (i) its officers, employees and directors who have a business need to know such Confidential Information; and (ii) its attorneys, accountants, consultants, agents, independent contractors or professional advisors (the "Receiving Party Agents") who have a business need to know such Confidential Information and are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. The Receiving Party shall be responsible for ensuring that the Receiving Party Agents comply with the terms of this Agreement and shall remain ultimately responsible for the use, disclosure or distribution of Confidential Information by the Receiving Party Agents. Any failure by the Receiving Party Agents to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. Except in connection with the purposes identified above, the Receiving Party shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of the Disclosing

Party.

13.2. Confidential Information. "Confidential Information" means (a) the Licensed Software and non-public Documentation, (b) subject and terms of any and all potential or binding business transactions between the parties, and (c) all oral or written information, of whatever kind and in whatever form, and whether or not marked as "confidential," of the Disclosing Party, its employees, suppliers, or customers, including the identities thereof, that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by the Disclosing Party as confidential including past, present or future business and business activities, financial information, technical information, products, services, research and development, processes, techniques, designs, financial planning practices, client information (including clients' identities and any client-related data or information), and marketing plans.

13.3. Exceptions. Confidential Information shall not include any information which the Receiving Party can demonstrate (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party, (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement. Despite the obligations of Section 13.1, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court or administrative body; provided that, with regard to each such disclosure, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, shall cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto until the Disclosing Party has had a reasonable opportunity to resist such disclosure, unless the Receiving Party is ordered otherwise.

13.4. Ownership. All Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party or its employees, suppliers, or customers, as the case may be. Except as otherwise set forth in this Agreement, neither Ecolane nor Customer acquires any Intellectual Property Rights in the Confidential Information, including any rights to create Derivative Works of any Confidential Information, under this Agreement, except the rights to use such Confidential Information as permitted by this Agreement.

13.5. Unauthorized Disclosure. The Receiving Party shall (a) promptly notify the Disclosing Party if the Receiving Party discovers or is notified of an unauthorized disclosure or release of, or access to, the Disclosing Party's Confidential Information (each, an "Unauthorized Disclosure")

to or by any person obtaining or reasonably believed to have obtained such Confidential Information, or access to such Confidential Information, from or through the Receiving Party, (b) reasonably assist the Disclosing Party in any action taken against the person(s) responsible for such Unauthorized Disclosure, and (c) take immediate corrective action to cease the existing Unauthorized Disclosure and prevent any other or future Unauthorized Disclosures.

13.6. Return of Confidential Information. Upon written request by the Disclosing Party at any time, the Receiving Party shall: (a) turn over to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or (b) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

13.7. Additional Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at Law for a breach by the Receiving Party of its obligations under Section 13 and that such breach may result in irreparable harm to the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at Law.

13.8. Injunctive Relief. Customer acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Software and Documentation or copies thereof will (1) substantially diminish the value to Ecolane of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Ecolane's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software or Documentation, Ecolane shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

#### 13.9. Collection and Use of Information.

13.9.1 Customer acknowledges that Ecolane may, directly or indirectly through the services of third parties, collect and store anonymized information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.

13.9.2 Customer agrees that Ecolane may use such information for any purpose related to any use of the Licensed Software by Customer (whether on Customer's equipment or hosted by Ecolane), including but not limited to: (a) improving the performance of the Licensed Software or developing Updates, or the hosting thereof; and (b) verifying Customer's compliance with the terms of this Agreement and enforcing Ecolane's rights, including all

Intellectual Property Rights in and to the Licensed Software.

**14. Proprietary Rights.** Except as explicitly provided herein, Customer is not granted any rights or licenses in or to the Licensed Software, the Documentation, and Confidential Information of Ecolane, or any copyright, patent, trade secret or other proprietary or Intellectual Property Rights of Ecolane, and all such rights are and shall remain the exclusive property of Ecolane. Subject to the licenses or rights granted by Ecolane to Customer under this Agreement, Ecolane shall retain all legal and equitable right, title, and interest in and to the Licensed Software and Documentation. The licenses granted herein are personal to Customer. No rights are granted by implication, estoppel or otherwise. Only the rights expressly set out herein are granted. All other rights are reserved.

**15. Indemnification.**

**15.1. Obligation to Defend and Indemnify.** Ecolane will defend Customer and its officers, directors, employees, and contractors against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Licensed Software in accordance with this Agreement infringes any United States intellectual property right or misappropriates any trade secret of that third party (each, a "Claim"), and will pay all settlements agreed to by Ecolane and damages awarded against Customer by a court of competent jurisdiction as a result of a Claim; provided, however, Ecolane will have no obligations under this Section 15 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer; (b) use of the Licensed Software in combination with any materials, software, or equipment not supplied to Customer by Ecolane; (c) any modifications or changes made to the Licensed Software by or on behalf of any person or entity other than Ecolane; (d) the use of any version of the Licensed Software other than the most current release made available by Ecolane; or (e) Customer's breach of this Agreement.

**15.2. Additional Remedy.** If the Licensed Software, or any part thereof, becomes, or in the opinion of Ecolane may become, the subject of a claim of infringement or misappropriation, Ecolane may, at its option: (a) obtain a license for Customer's continued use of that Licensed Software in accordance with this Agreement; (b) replace or modify the Licensed Software so that it is no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and/or any Order, and upon return of the Licensed Software and all copies thereof, refund to Customer an amount calculated as follows: (i) for term licenses or SaaS Services to the Licensed Software, a pro-rated refund of prepaid amounts covering the unused remaining portion of the subscription term set out in the applicable Order, or (ii) for perpetual licenses to the Licensed Software, a pro-rated refund based on a three year useful life of the Licensed Software.

**15.3. Conditions.** As a condition to Ecolane's obligations under this Section 15, Customer shall (a) promptly give written notice of the Claim to Ecolane; (b) give Ecolane the right to control the defense of such claim

Ecolane's expense (provided, however, that Ecolane shall not agree to any settlement that requires Customer to pay damages or admit liability without Customer's prior written consent); (c) subject to foregoing (b), be permitted at its own expense to participate in any litigation, negotiations, and/or settlements related to a Claim with the counsel of its own choosing at its own expense; and (d) provide Ecolane all available information and commercially reasonable assistance requested by Ecolane in connection with the defense or settling of such Claim.

**15.4. Sole Remedy.** THIS SECTION 15 SETS OUT ECOLANE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY IN RESPECT OF ANY INTELLECTUAL PROPERTY CLAIMS AGAINST ECOLANE.

**15.5. Customer's Duty.** Customer will defend, indemnify and hold harmless Ecolane and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or Ecolane's receipt or use thereof, violates the rights of any third party, including infringes any intellectual property or privacy rights; (b) arising from Customer's breach of Section 8.7; or (c) arising from Customer's failure to comply with applicable law (each of (a) – (c), a "Claim Against Ecolane") and will pay all settlements entered into and damages awarded against Ecolane as a result of a Claim Against Ecolane.

**16. Limitations of Liability.**

**16.1. Exclusion of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST DATA, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

**16.2. Damages Cap.** IN NO EVENT WILL ECOLANE'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ECOLANE PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LIABILITY.

**16.3. Integral Part of Arrangement.** Section 15 and this Section 16 allocate the risks under this Agreement between Customer and Ecolane and are viewed by the parties as an integral part of the business arrangement between them.

The pricing and other terms and conditions of this Agreement reflect this allocation of risk and the limitations specified herein.

17. **Inspections and Audits.** Customer shall maintain accurate and complete books and records in accordance with generally accepted accounting principles of all transactions occurring hereunder and its use of the Licensed Software. Customer will, upon at least 30 days' prior written notice, grant Ecolane reasonable access, on Customer's premises, to inspect such records and Customer's computer processing environment(s) in which the Licensed Software is installed or otherwise used to verify Customer's compliance with the provisions of this Agreement; provided that: (a) all such inspections shall take place during Customer's regular business hours, and (b) Ecolane shall use commercially reasonable efforts to ensure that any such inspection does not disrupt Customer's business operations. If Ecolane reasonably determines that Customer is using the Licensed Software in a manner inconsistent with the provisions of this Agreement, in addition to all other rights or remedies Ecolane may have, Customer shall pay to Ecolane on demand the costs of the audit, if any, and the Fees applicable to such inconsistent use.

18. **Term; Termination.** This Agreement commences on the Effective Date and shall continue until terminated in accordance with its terms. This Agreement shall be effective as of the Effective Date and shall apply with respect to any Order entered into between the parties. The term of each Order shall be set forth in the applicable Order, and the term of each Order will automatically renew for subsequent terms of the same length unless written notification of non-renewal is received by the other party at least thirty (30) days prior to the end of the term. Either Customer or Ecolane may terminate this Agreement or any Order, effective upon written notice to the other party, if such other party, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof. Upon termination of this Agreement by Ecolane for Customer's breach, each Order shall automatically terminate. Upon the expiration or termination of any Order, the licenses or rights granted thereunder and the Support Services shall also terminate, and Customer shall cease using and destroy all copies of the Licensed Software and Documentation in its possession or control. No expiration or termination shall affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

18.1. **Customer Data.** Upon termination or expiration of this Agreement for any reason, other than Customer's breach, Customer may request that Ecolane export and provide to Customer available Customer Data. Subject to Customer paying Ecolane for all service fees applicable to such work, Ecolane agrees to provide such services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Ecolane may delete and destroy all Customer Data without notice or

liability to Customer.

## 19. **Miscellaneous.**

19.1. **Delay in Performance.** If Ecolane's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Ecolane shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Customer shall remain liable for Fees set out in an Order.

19.2. **Entire Agreement.** This Agreement, including each Order and mobile application terms of use, sets out the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. In the event of any conflict between the Standard Terms and Conditions and any Order, the Standard Terms and Conditions shall control.

19.3. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ecolane's prior written consent, which consent Ecolane may give or withhold in its sole discretion. Any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Ecolane's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Ecolane may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

19.4. **Force Majeure.** Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including act or omissions of the other party or its contractors or vendors or any act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

19.5. **Survival.** This Section and Sections 3.2, 4.4, 8.6, 11, 12.3, 12.4, 13, 14, 15, 16, 17, 18, 19 and 20 of these Standard Terms and Conditions, as well as any other provisions necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the



expiration or termination of this Agreement or any Order.

19.6. Notices. Any notice, consent, or other communication permitted or required under this Agreement shall be in writing and may be delivered in person, by mail, by nationally recognized courier service or by email to the address or email stated on the signature page of this Agreement. If hand delivered or delivered by courier service, the notice shall be deemed received upon delivery. If by email, the notice shall be deemed received two days after being sent. If sent by mail, the notice shall be deemed received three business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

19.7. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

19.8. Amendments. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of each party by hand in ink.

19.9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its provisions governing conflicts of Law. Ecolane and Customer hereby consent to the exclusive jurisdiction of state courts of the State of Delaware in connection with any Dispute based on, arising out of, or in connection with this Agreement or any Order, to the extent that any such Dispute is for any reason not resolved pursuant to Section 20.

19.10. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect.

19.11. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

19.12. Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, each party has been, or has had the opportunity to be, represented by legal counsel. The

provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney or representative for that party, drafted this Agreement or participated in the drafting of this Agreement.

19.13. Remedies Cumulative. Except as expressly set out in this Agreement otherwise, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.

19.14. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a competent tribunal shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

19.15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

19.16. Export Regulation. The Licensed Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Licensed Software or Documentation to, or make the Licensed Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall not install the Licensed Software outside of the United States and at all times shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software or Documentation available outside the US. Customer shall indemnify and hold Ecolane harmless for any claims, losses, damages, or expenses, including attorney and other legal fees, incurred by Ecolane that arise from or are related to any breach of this Section.

19.17. Waivers. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of this Agreement.

19.18. Counterparts. This Agreement and any

Order hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto.

## 20. **Dispute Resolution**

20.1. Mediation. Except as set forth below, all disputes, claims, or controversy of any nature arising out of or in any manner relating to this Agreement (including, without limitation, disputes initiated by or relating to either Party's affiliates, or any of their respective officers, directors, partners, members, employees or agents) or any Order, and any disputes concerning the validity, enforceability or applicability of this Agreement or any Order to any particular dispute or claim ("Disputes"), will be submitted exclusively first to good faith negotiations between the Parties' respective senior executives for a period of thirty (30) days. In the event a Dispute has not been resolved, after good faith negotiations, the dispute shall first be submitted to mandatory mediation and, if unsuccessful, to mandatory binding arbitration.

20.2. Arbitration. Any Dispute between the parties arising out of or in connection with this Agreement or any Order or their interpretation, performance, termination or alleged breach, shall, at the request of either party, be submitted to binding arbitration in Delaware, and finally resolved in accordance with the rules of arbitration of the Revised Code of Delaware as provided in the Delaware Rapid Arbitration Act, Title 10, Chapter 58, except as otherwise provided in this Section. The disputes will be submitted for binding arbitration to a mutually-agreeable arbitrator for arbitration within forty-five (45) days of a written request for arbitration submitted by either party. If the parties are unable to agree upon a mutually acceptable single arbitrator, the arbitration shall then be conducted by a panel consisting of three arbitrators. Each of the parties shall have the right to designate one arbitrator each, and the two arbitrators so designated shall, within a period of ten (10)

days from the date of their selection, designate in writing the third arbitrator, who shall act as chairperson of the board of arbitration so formed. If within ten (10) days the two named arbitrators fail to agree upon the third, then at the request of either party, the third arbitrator shall be selected under the rules of the Delaware Rapid Arbitration Act. Any issue concerning whether or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitrator has the authority to issue subpoenas. The arbitrator's decision shall be final, binding, and non-appealable and judgement may be entered thereon. Notwithstanding any provision to the contrary contained under Delaware law, the substantially prevailing party shall be entitled to recover the costs of arbitration, including, without limitation, reasonable attorneys' fees, costs, expenses, audit or accounting expenses incurred in the arbitration process.

20.3. Enforcement. Either Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of mediation or arbitration. Either Party may bring an action in court to enforce an arbitration award. The Parties expressly waive any right to a trial by jury on all Disputes related to this Agreement or any Order.

20.4. Confidential Information and Dispute Resolution. The resolution of disputes between the Parties likely would involve Confidential Information. It is therefore necessary to resolve such disputes in a non-public forum and/or with the greatest possible confidentiality if in a public forum. Accordingly, the Parties agree that all information regarding any mediation or arbitration proceedings, including any settlement or arbitration award, will constitute Confidential Information.

**EXHIBIT A**

**SUPPORT SERVICES/SERVICE LEVEL AGREEMENT**

This Exhibit A (the "Service Level Agreement") is made part of and incorporated in the attached Master Agreement.

**Overview**

Ecolane's Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Services do not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

**Assignment of Service Request Severity**

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer's description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Severity	Criteria
<b>Critical</b>	<ul style="list-style-type: none"><li>• Customer's production system is down</li><li>• Ecolane product is unusable resulting in total disruption of work or other critical business impact.</li><li>• No workaround is available</li></ul>
<b>High</b>	<ul style="list-style-type: none"><li>• Major feature/function failure</li><li>• Operations are severely restricted</li><li>• A workaround is available</li></ul>
<b>Medium</b>	<ul style="list-style-type: none"><li>• Minor feature/function failure</li><li>• Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li></ul>
<b>Low</b>	<ul style="list-style-type: none"><li>• Minor issue</li><li>• Documentation, general information, enhancement request, etc.</li></ul>

**Response and Resolution Targets**

Ecolane Customer Support response and resolution targets are described below:

**Response:** When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

**Web:** Ecolane will assign a status and severity, and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

**E-Mail:** An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact on a twenty-four hour per day, seven day per week basis.

**Resolution:** An answer, fix or a satisfactory workaround to the support request

**Solution:** The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
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<b>Critical</b>	<b>1 Business Hours</b>	Within 4 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>High</b>	<b>8 Business Hours</b>	Within 36 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>Medium</b>	<b>24 Business Hours</b>	Within 15 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Satisfactory workaround is provided</li> <li>• Fix or workaround incorporated into Solution Library</li> <li>• Fix incorporated into future release</li> </ul>
<b>Low</b>	<b>72 Business Hours</b>	Within 30 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>

### Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

<b>Status</b>	<b>Criteria</b>
<b>Open</b>	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
<b>Responded</b>	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
<b>On Hold</b>	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
<b>More Info Required</b>	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.

<b>Closed</b>	<p>Closed status reflect that:</p> <ul style="list-style-type: none"><li>• The customer and the Ecolane agree that a satisfactory resolution has been provided, or</li><li>• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li><li>• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded.</li></ul> <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>
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Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software is not covered in Support Services.

## ADDENDUM TO ECOLANE USA INC MASTER AGREEMENT

This Addendum (herein "Addendum") amends the Ecolane USA Inc., Master Agreement and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between Ecolane USA Inc., a Delaware Corporation its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
- 2. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
- 3. No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* City is not responsible for Users of the Service, their acts or data, or any acts or data of a third party.
- 4. No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
- 5. Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If it does not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Vendor. If it cannot correct the products within a reasonable period of time, Vendor shall refund the purchase price of the products. Additionally, services shall be performed in a professional and workmanlike manner in conformance with the representations of Vendor which induced City to secure Vendor's services. Because Tennessee law may not allow City to agree to the disclaimer of warranties, any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
- 6. Purchases.** City, as a governmental entity, can make purchases only pursuant to its procurement requirements, which may require an invitation to bid by vendors and award of the purchase based on competitive bids competitive bids.
- 7. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee

Public Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 7 serves to meet such burden and authorization of disclosure.

8. **Accessibility.** Vendor warrants that the software conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Vendor further agrees to indemnify and hold harmless City from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.
9. **Term.** City or Vendor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until ninety (90) days after written notice is delivered by the party terminating the agreement to the other party. City's access to any data in possession of Vendor shall not be restricted or denied until the effective date of the termination. Upon termination, the City shall make payment for any services provided prior to the date of termination. Notices to the City shall be sent to:

Kingsport Area Transit Service 900 East Main Street Kingsport, TN 37660	Office of the City Attorney City of Kingsport 415 Broad Street, Ste. 333 Kingsport, TN 37660
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10. **Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.
11. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
12. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties stipulate and agree that submission of this agreement shall constitute conclusive proof of their consent to the jurisdiction and venue of the courts named herein. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
13. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition

extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.

14. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
15. **Audit and Liability Associated Therewith.** City as a governmental entity is only permitted to expend those public funds under its authority which have been properly appropriated. Additionally, pursuant to the Constitution of the State of Tennessee is prohibited from assuming risks that otherwise fall on another party or from assuming unknown liabilities. Therefore any requirement that City bear the cost of any audit or any fees associated therewith is hereby stricken from the agreement and of no force or effect. Any use of Vendor's system inconsistent with the provisions of the agreement shall only constitute grounds for termination of the agreement and then only upon City's failure to cure a breach of the agreement. Additionally, Vendor shall indemnify and hold city harmless from any loss or damage that may result from Vendor's audit of City's use of the Licensed Software.
16. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
17. **Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
18. **Assignment.** Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and Vendor.
19. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
20. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
21. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
22. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.



The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

Ecolane USA, Inc.

*Miro Gjorgjevski*  
Signature

8/1/23

Date

Spiro Gjorgjevski

Printed Name

President

Title

City of Kingsport, Tennessee

*Patrick W. Shull*  
Patrick W. Shull, Mayor

8/28/2023

Date

Attest:

*Angela Marshall*  
Angela Marshall, Deputy City Recorder



Approved as to form:

*Rodney B. Rowlett III*  
Rodney B. Rowlett, III, City Attorney



Pricing Proposal  
 Quotation #: 23619018  
 Created On: 6/21/2023  
 Valid Until: 7/28/2023

## TN-City of Kingsport

### Timothy Land

415 Broad St.  
 Kingsport, TN 37660  
 United States  
 Phone: 423-224-2612  
 Fax:  
 Email: timothyland@kingsporttn.gov

## Inside Account Executive

### John Lloyd

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-624-5956  
 Fax:  
 Email: john\_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	9	\$1,299.55	\$11,695.95
2 INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	9	\$222.48	\$2,002.32
3 INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$14,170.74	\$14,170.74
4 NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$7,084.75	\$7,084.75
5 MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$11,864.36	\$11,864.36
6 Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0	1	\$7,084.75	\$7,084.75

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Contract Name: NASPO Cloud Solutions

Contract #: AR2488

Subcontract #: 67960

**Note:** Year 1.

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7	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$0.00	\$0.00
8	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$0.00	\$0.00
9	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$7,084.75	\$7,084.75
10	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$7,084.75	\$7,084.75
11	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
12	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
13	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	9	\$2,197.33	\$19,775.97
14	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	9	\$1,299.55	\$11,695.95

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15	INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	9	\$222.48	\$2,002.32
16	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$14,170.74	\$14,170.74
17	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$7,084.75	\$7,084.75
18	MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$11,864.36	\$11,864.36
19	Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$7,084.75	\$7,084.75
20	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$0.00	\$0.00
21	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$0.00	\$0.00
22	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$7,084.75	\$7,084.75
23	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960	1	\$7,084.75	\$7,084.75

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**Note:** Year 2

24	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
25	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
26	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2.	9	\$2,197.33	\$19,775.97
27	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	9	\$1,299.55	\$11,695.95
28	INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	9	\$222.48	\$2,002.32
29	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$14,170.74	\$14,170.74
30	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$7,084.75	\$7,084.75
31	MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$11,864.36	\$11,864.36
32	Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0	1	\$7,084.75	\$7,084.75

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Contract Name: NASPO Cloud Solutions

Contract #: AR2488

Subcontract #: 67960

**Note:** Year 3

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33	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$0.00	\$0.00
34	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$0.00	\$0.00
35	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$7,084.75	\$7,084.75
36	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$7,084.75	\$7,084.75
37	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
38	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
39	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3.	9	\$2,197.33	\$19,775.97
40	NOTIFY SMS text message credit bundle (10,000/bundle) Ecolane USA, Inc - Part#: 100-VAL-019-TXT-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Customer will need to purchase additional bundles after the initial	1	\$1,854.00	\$1,854.00

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credit bundle runs out.

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41	Media Kit - ONE TIME FEE Ecolane USA, Inc - Part#: 100-VAL-024-MED-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$3,045.50	\$3,045.50
42	UDI Setup costs and licenses - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-020-UDI-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$8,497.50	\$8,497.50
43	UDI Additional call flow license - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-021-CFL-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$5,665.00	\$5,665.00
44	UDI Spanish language license option ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-022-SCF-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	2	\$2,832.50	\$5,665.00
45	UDI Flood Gate messaging license ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-023-FGM-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$5,665.00	\$5,665.00
46	Remote setup and installation. Includes implementation project management, remote server setup, and remote training Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	10	\$1,384.32	\$13,843.20
47	Onsite Operational Review, Training, and Go-live days Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	17	\$1,384.32	\$23,533.44
48	Travel for onsite services Ecolane USA, Inc - Part#: 100-SVC-008-TRV-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	3	\$3,485.52	\$10,456.56
			Total	\$413,787.86

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## **Additional Comments**

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Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*





Pricing Proposal  
 Quotation #: 23619018  
 Created On: 6/21/2023  
 Valid Until: 7/28/2023

**TN-City of Kingsport**

**Inside Account Executive**

**Timothy Land**

415 Broad St.  
 Kingsport, TN 37660  
 United States  
 Phone: 423-224-2612  
 Fax:  
 Email: timothyland@kingsporttn.gov

**John Lloyd**

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-624-5956  
 Fax:  
 Email: john\_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	9	\$1,299.55	\$11,695.95
2 UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
3 Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$0.00	\$0.00
4 Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
5 NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$7,084.75	\$7,084.75

Item XIV3.

6	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$14,170.74	\$14,170.74
7	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	9	\$1,299.55	\$11,695.95
8	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$14,170.74	\$14,170.74
9	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$7,084.75	\$7,084.75
10	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2	1	\$0.00	\$0.00
11	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$657.00	\$7,884.00
12	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 2. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
13	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	9	\$1,299.55	\$11,695.95
14	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488	1	\$14,170.74	\$14,170.74

Subcontract #: 67960

**Note:** Year 3

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15	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$7,084.75	\$7,084.75
16	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3	1	\$0.00	\$0.00
17	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
18	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 3. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
19	NOTIFY SMS text message credit bundle (10,000/bundle) Ecolane USA, Inc - Part#: 100-VAL-019-TXT-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1. Customer will need to purchase additional credits after the initial credit bundle runs out.	1	\$1,854.00	\$1,854.00
20	UDI Setup costs and licenses - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-020-UDI-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$8,497.50	\$8,497.50
21	UDI Additional call flow license - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-021-CFL-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$5,665.00	\$5,665.00
22	UDI Flood Gate messaging license ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-023-FGM-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	1	\$5,665.00	\$5,665.00

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23	Remote setup and installation. Includes implementation project management, remote server setup, and remote training Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	10	\$1,384.32	\$13,843.20
24	Onsite Operational Review, Training, and Go-live days Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	17	\$1,384.32	\$23,533.44
25	Travel for onsite services Ecolane USA, Inc - Part#: 100-SVC-008-TRV-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 <b>Note:</b> Year 1.	3	\$3,485.52	\$10,456.56
			Total	\$210,967.46

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into a Lease Agreement for 64 Golf Carts with Yamaha**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-251-2024  
Work Session: September 3, 2024  
First Reading: N/A  
Final Adoption: September 3, 2024  
Staff Work By: Michael T. Borders  
Presentation By: Michael T. Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the City will enter a 60-month lease for 64 lithium-ion Yamaha golf carts with Yamaha Financial Services.

Cattails historically has held the leases on golf carts at Cattails. Due to the management agreement expiring on December 12, 2027, before the golf cart lease agreement expiration of fall of 2029, the City of Kingsport will hold the lease. Responses to the request for proposal were opened on July 11, 2024. Four proposals were received.

Staff is recommending the 60-month proposal from Yamaha for 64 (32 Carbon, 32 Evergreen colored) lithium-ion golf carts for \$7,437.44 monthly (including 6.16% interest). The current lease with cattails is \$6,300 monthly for 64 6-year-old golf carts. The City will invoice Cattails for the lease to run through Cattails P&L statement.

The carts are expected to be delivered late September or early October.

Funding is identified in 421-5076-501.20-54.

**Attachments:**

- 1. Resolution
- 2. Pictures

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

Item XIV4.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE PROPOSAL FOR THE LEASE OF GOLF CARTS FROM YAMAHA FINANCIAL SERVICES FOR 64 GOLF CARTS FOR USE AT CATTAILS AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, responses to a request for proposals were opened on July 11, 2024 for leases for golf carts to be used at Cattails at Meadowview Golf Course; and

WHEREAS, upon review of the proposals, the board finds Yamaha Financial Services is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a 60-month lease for 64 lithium-ion Yamaha golf carts with Yamaha Financial Services for \$7,437.44 monthly (including 6.16% interest); and

WHEREAS, funding is identified in 421-5076-501.20-54.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the proposal for the lease of Golf Carts for Cattails at Meadowview Golf Course, consisting of a 60-month lease for 64 lithium-ion Yamaha golf carts in the monthly amount of \$7,437.44 (including 6.16% interest) is awarded to Yamaha Financial Services.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Lease Agreement with Yamaha Financial Services for 64 lithium-ion Yamaha golf carts, to be used at Cattails at Meadowview Golf Course in the monthly amount of \$7,437.44 (including 6.16% interest), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of September, 2024.

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PAUL W. MONTGOMERY, MAYOR

Item XIV4.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**Yamaha Motor Finance Corporation, U.S.A.**  
6555 Katella Avenue  
Cypress, CA 90630  
Phone: (800) 551-2994 Fax (714) 761-7363

August 21, 2024

CITY OF KINGSPORT  
415 BROAD STREET  
KINGSPORT, TN 37660

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of GOLF CARS. The documents enclosed in the package include the following:

Master Lease Agreement  
Equipment Schedule # 221777, # 221778  
Request for Insurance  
Resale Certificate  
Invoice For First Payment  
ACH Form Required  Optional

OTHER Payments required on ACH, Municipal Amortizations # 221777, # 221778

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Item XIV4.

Yamaha Motor Finance Corporation





## **MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

**MASTER LEASE AGREEMENT** dated as of August 21, 2024, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.** having its principal place of business at **6555 Katella Avenue, Cypress, California 90630** (“Lessor”), and CITY OF KINGSPOUR having its principal office at 415 BROAD STREET, KINGSPOUR, TN, 37660.

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the “Equipment”), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment (“Rent”) in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule (“RFP”), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor’s then prevailing rate for late payments specified in Lessor’s invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the “Dealer”). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee’s execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor’s prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee’s records to confirm Lessee’s compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor’s manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days’ prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor’s expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. Warranties. The Equipment is warranted only in accordance with the manufacturer’s warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER’S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT

Item XIV4.

MLSE0906

LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF KINGSPORT as Lessee YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Brett Miller  
Title: Vice President

EQUIPMENT SCHEDULE # **221777**

 Dated: **August 21, 2024**

1. This Schedule covers the following property ("Equipment"):  
**32-DR2E AC W/LITHIUM GOLF CARS**
2. Location of Equipment:  
**CATTAILS AT MEADOWVIEW GOLF COURSE  
 1901 MEADOWVIEW PKWY  
 KINGSPORT, TN 37660**
3. The initial Term shall be **60** months from the date of delivery of the equipment under section 4 of the Lease.
4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

Term	Payment	Frequency of Payment	Approval Expiration Date
60	\$3,718.72	Monthly	December 27, 2024

**Payment Date:**

If your date of delivery is on or between the 1<sup>st</sup> and the 14<sup>th</sup> day of a calendar month, then your payment date will be the 15<sup>th</sup> of the month. If your date of delivery is on or between the 15<sup>th</sup> and the last day of a calendar month, then your payment date will be the 1<sup>st</sup> of the following month. This document is valid and effective from **October 28, 2024** until **December 27, 2024**.

5. Other Terms: Payments required on ACH  
 Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **August 21, 2024** between parties (the "Lease"). Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

**Signed Counterparts:** The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

**Master Lease:** This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
**LESSEE: CITY OF KINGSPORT**

 By: \_\_\_\_\_  
 Signature of Authorized Signer

 By: \_\_\_\_\_  
 Signature of Authorized Signer

 Name: \_\_\_\_\_  
 Print Name

 Name: \_\_\_\_\_  
 Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Item XIV4.
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FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CATTAILS AT MEADOWVIEW GOLF COURSE
EQUIPMENT SCHEDULE # 221777

CATTAILS AT MEADOWVIEW GOLF COURSE

Initialed By \_\_\_\_\_

Yield:6.160%

Table with 4 columns: Mon #, Due Date, Payment, Interest. Rows 1-60 showing monthly payments of 3,718.72 and interest decreasing from 1,344.98 to 533.16. Totals: 223,123.20 and 57,516.36.

Item XIV4.



FINANCIAL SERVICES

Yamaha Motor Finance Corporation, U.S.A.

6555 Katella Avenue

Cypress, CA 90630

(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS\_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

August 21, 2024

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Reference our Quote#:

221777, 221778

PHONE:

\_\_\_\_\_

FAX/EMAIL:

\_\_\_\_\_

RE:

CATTAILS AT MEADOWVIEW GOLF COURSE

(Customer) Account#:

\_\_\_\_\_

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., it's successors and assigns named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1000,000.00 combined single limit**.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

Attn: Commercial Finance Group

6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

CITY OF KINGSPORT

32-DR2E AC W/LITHIUM GOLF CARS

(Customer)

32-DR2E AC W/LITHIUM GOLF CARS

Equipment Location:

By:

1901 MEADOWVIEW PKWY

(Signature of Authorized Officer)

KINGSPORT TN, 37660

Title

Item XIV4.

## UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Address: 6555 KATELLA AVE, CYPRESS, CA 90630

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_





PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.  
 3362 Momentum Place  
 Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 221777**  
*Date Prepared: 08/21/2024*

CITY OF KINGSPORT  
 415 BROAD STREET  
 KINGSPORT, TN 37660

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	221777	32-DR2E AC W/LITHIUM GOLF CARS, Located at: CATTAILS AT MEADOWVIEW GOLF COURSE	
	Payments required on ACH		
10/28/2024		Payment	\$3,718.72
		Payment Tax	\$0.00
		<b>YOUR ACCOUNT BALANCE IS -----</b>	<b>\$3,718.72</b>

Please return the bottom portion with your remittance. Include the lease number on your check.  
**FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.**



PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.  
 3362 Momentum Place  
 Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 221777**  
*Date Prepared: 08/21/2024*

Payment for:

CITY OF KINGSPORT  
 415 BROAD STREET  
 KINGSPORT, TN 37660

221777      \$ \_\_\_\_\_      \_\_\_\_\_      # \_\_\_\_\_  
*Amount Paid      Date Paid      Check Number*

Item XIV4.

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha, and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Delivery of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Customer Name CITY OF KINGSPORT

Customer Number 477

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
or Fax to 714-761-7363

1. This Schedule covers the following property ("Equipment"):  
**32-DR2E AC W/LITHIUM GOLF CARS**
2. Location of Equipment:  
**CATTAILS AT MEADOWVIEW GOLF COURSE  
 1901 MEADOWVIEW PKWY  
 KINGSPORT, TN 37660**
3. The initial Term shall be **60** months from the date of delivery of the equipment under section 4 of the Lease.
4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

Term	Payment	Frequency of Payment	Approval Expiration Date
60	\$3,718.72	Monthly	December 27, 2024

**Payment Date:**

If your date of delivery is on or between the 1<sup>st</sup> and the 14<sup>th</sup> day of a calendar month, then your payment date will be the 15<sup>th</sup> of the month. If your date of delivery is on or between the 15<sup>th</sup> and the last day of a calendar month, then your payment date will be the 1<sup>st</sup> of the following month. This document is valid and effective from **October 28, 2024** until **December 27, 2024**.

5. Other Terms: **Payments required on ACH**  
 Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **August 21, 2024** between parties (the "Lease"). Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

**Signed Counterparts:** The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

**Master Lease:** This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
**LESSEE: CITY OF KINGSPORT**

 By: \_\_\_\_\_  
 Signature of Authorized Signer

 By: \_\_\_\_\_  
 Signature of Authorized Signer

 Name: \_\_\_\_\_  
 Print Name

 Name: \_\_\_\_\_  
 Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Item XIV4.
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FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CATTAILS AT MEADOWVIEW GOLF COURSE
EQUIPMENT SCHEDULE # 221778

CATTAILS AT MEADOWVIEW GOLF COURSE

Initialed By \_\_\_\_\_

Yield:6.160%

Table with 4 columns: Mon #, Due Date, Payment, Interest. Rows 1-60 showing monthly payments of 3,718.72 and interest decreasing from 1,344.98 to 533.16. Totals: 223,123.20 and 57,516.36.

Item XIV4.



PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.  
 3362 Momentum Place  
 Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 221778**  
*Date Prepared: 08/21/2024*

CITY OF KINGSPORT  
 415 BROAD STREET  
 KINGSPORT, TN 37660

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	221778	32-DR2E AC W/LITHIUM GOLF CARS, Located at: CATTAILS AT MEADOWVIEW GOLF COURSE	
	Payments required on ACH		
10/28/2024		Payment	\$3,718.72
		Payment Tax	\$0.00
		<b>YOUR ACCOUNT BALANCE IS -----</b>	<b>\$3,718.72</b>

Please return the bottom portion with your remittance. Include the lease number on your check.  
**FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.**



PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.  
 3362 Momentum Place  
 Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 221778**  
*Date Prepared: 08/21/2024*

Payment for:

CITY OF KINGSPORT  
 415 BROAD STREET  
 KINGSPORT, TN 37660

221778      \$ \_\_\_\_\_      # \_\_\_\_\_  
*Amount Paid*      *Date Paid*      *Check Number*

Item XIV4.



2024 CARBON



2024 EVERGREEN

*Item XIV4.*



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Kingsport Mayor to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-248-2024  
Work Session: September 3, 2024  
First Reading: N/A  
Final Adoption: September 3, 2024  
Staff Work By: Candace Sherer  
Presentation By: Candace Sherer

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
When a new Mayor is appointed, the Federal Transit Administration (FTA) and the Tennessee Department of Transportation (TDOT) requests signatory authority be formally transferred from the previous Mayor to the new one. The resolution and designation form states Mayor Paul Montgomery or his designee is authorized to execute and file awards, contracts and necessary documents to FTA and TDOT on behalf of the City of Kingsport.

- Attachments:**  
1. Resolution  
2. Sample Designation Form

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DESIGNATION OF SIGNATURE AUTHORITY FOR THE FEDERAL TRANSIT AWARD MANAGEMENT SYSTEM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Federal Transit Administration utilizes a system known as the Transit Award Management System through which are submitted to both the Federal Transit Administration and the Tennessee Department of Transportation, annual certifications and assurances as well as all applications for and acceptances of funding for federal assistance; and

WHEREAS, Paul W. Montgomery, as the newly elected mayor, must be designated as an authorized user of the Transit Award Management System in order to execute the necessary documents; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS:

SECTION I. That Paul W. Montgomery, as mayor of the City of Kingsport, Tennessee is hereby designated as an authorized user of the Federal Transit Administration's Transit Award Management System.

SECTION II. That the mayor is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Designation of Signature Authority for the Transit Management System (TrAMS), and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the actions contemplated by this resolution.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of September, 2024.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



KATS – Kingsport Area Transit Service

September 3, 2024

DESIGNATION OF SIGNATURE AUTHORITY  
FOR THE TRANSIT MANAGEMENT SYSTEM (TrAMS)

The City of Kingsport hereby designates the following individuals: Paul W. Montgomery, Kingsport Mayor, Chris Campbell, Transit Manager, and Rodney B. Rowlett, III, City of Kingsport Attorney as authorized to access the Federal Transit Administration’s (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient’s compliance with FTA’s requirements.

\_\_\_\_\_  
*Paul W, Montgomery, City of Kingsport Mayor*

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*(Date)*

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*Rodney B. Rowlett, III City of Kingsport Attorney*

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*(Date)*

\_\_\_\_\_  
*Chris Campbell, Transit Manager*

\_\_\_\_\_  
*(Date)*