



September 4, 2025

Board of Commissioners  
6:30 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor  
  
Prayer  
  
Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
  - a. Reading of the August 14, 2025 regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Consent agenda items.
8. Unfinished Business.
  - a. Consider Ordinance 25-1121, an ordinance adopting tax rates for the City of Goodlettsville for the fiscal year July 1, 2025, thru June 30, 2026.  
**SECOND READING**
9. New Business.

- a. Consider Resolution 25-1285, a resolution amending the City of Goodlettsville Redevelopment Grant Program as previously adopted by Resolution 24-1202.
- b. Consider Resolution 25-1286, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the procurement method of competitive sealed proposals in procuring the services of branding services and logo creation.
- c. Consider Resolution 25-1287, a resolution authorizing the City Manager to execute a National Purchasing Cooperative Interlocal Participation Agreement with Buy Board and all other documents necessary to allow purchasing of products through said cooperative; and declaring an effective date.

10. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

[abaker@goodlettsville.gov](mailto:abaker@goodlettsville.gov)

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

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Board of Commissioners

August 14, 2025

6:30 PM

City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Cisco Gilmore, Rusty Tinnin, and Jesse Walker.

Absent: None.

Also Present: Tim Ellis, Allison Baker, Addam McCormick, Sean Pfalzer, Audra Cherry-Crawford, Jack Presley, Kimberly Lynn, Julie High, and Russell Freeman.

Mayor Rusty Tinnin called the meeting to order. Pastor Mike Peasall offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Tinnin present, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Gilmore present, Commissioner Walker present.

Consider the minutes of the July 10, 2025 regular meeting of the Board of Commissioners for approval or correction. Vote was then taken which resulted in a 5-0 vote to approve the minutes as written.

Comments from citizens.

John Fey of 407 Moss Trail addressed the board regarding traffic calming on Moss Trail as it is up for discussion.

Doug Mabry of 411 Moss Trail addressed the board regarding speeding on Moss Trail and neighbors with tall grass and parked cars.

Jama Gaines of 420 Highland Heights addressed the board regarding neighbors feeding deer and the increase of wildlife on her property. The animals are causing damage to her property and drawing predators to her property.

Valerie Fowler of 821 Rachel Drive addressed the board regarding fireworks and is in support of Ordinance 25-1122.

Clayburn Garrett of 416 Moss Trail addressed the board regarding traffic calming.

Linda Lowry of Music City Fireworks addressed the board regarding fireworks and is in opposition of Ordinance 25-1122.

Comments of the City Manager and staff.

City Manager Tim Ellis announced a ribbon cutting on August 28th at 5pm for the disc golf course at Brooks Park. He also announced the ribbon cutting for Rachel's Garden Playground on Sunday, September 7th at 2pm.

Reports and comments from committees, members of the Board of Commissioners and other officers.

Commissioner Walker announced Restaurant Week coming in February of 2026. This is an effort of the Young Professionals group to pack our local restaurants.

Consider Consent agenda items.

Vice Mayor Duncan made a motion to consider the consent agenda. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve the consent agenda.

Approved Resolution 25-1278, a resolution authorizing the City of Goodlettsville, Tennessee, to participate in the Property Conservation Grant program through Public Entity Partners.

Approved Resolution 25-1279, a resolution approving an application for a State of Tennessee Department of Tourism-Tourism Enhancement Grant: Round 8.

Approved Resolution 25-1281, a resolution authorizing an application for a Project Support Grant from the State of Tennessee Commission for the United States Semiquincentennial.

Approved Resolution 25-1282, a resolution acknowledging an application for a tourism marketing grant from the State of Tennessee Department of Tourism.

Approved Resolution 25-1283, a resolution authorizing the application for the BlueCross BlueShield of Tennessee Health Foundation Grant as it relates to the construction of new courts.

Approved Resolution 25-1284, a resolution authorizing an application for a Community Support Grant from the Tennessee Commission for the United States Semiquincentennial.

Consider Unfinished Business.

Consider Ordinance 25-1117, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending its Municipal Court cost by increasing the amount by one dollar in accordance with Tennessee Code Annotated 16-8-304(a), second reading and public

hearing. Vice Mayor Duncan made a motion to consider Ordinance 25-1117. Commissioner Gilmore seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1117.

Consider Ordinance 25-1118, an ordinance to amend Ordinance 21-1011 being an ordinance to adopt the 2018 International Code Series and amend Title 12, Chapter 1 of the Municipal Code, being the Standard Building and Property Maintenance Code for the City of Goodlettsville, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 25-1118. Commissioner Walker seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1118.

Consider New Business.

Consider Ordinance 25-1119, an ordinance to amend the Zoning Ordinance to permit additional commercial uses in the INT, Interchange Overlay, first reading. Commissioner Gilmore made a motion to consider Ordinance 25-1119. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1119.

Consider Ordinance 25-1120, an ordinance to amend the Zoning Ordinance to incorporate state law sections for Zoning Ordinance amendment public notice and vested rights for development plan approvals, first reading. Vice Mayor Duncan made a motion to consider Ordinance 25-1120. Commissioner Gilmore seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1120.

Consider Ordinance 25-1121, an ordinance adopting tax rates for the City of Goodlettsville for the fiscal year July 1, 2025, thru June 30, 2026, first reading. Commissioner Anderson made a motion to consider Ordinance 25-1121. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1121.

Consider Ordinance 25-1122, an ordinance to amend the City of Goodlettsville Municipal Code, Title 7, Chapter 4, by creating a new Section 7 as it relates to dates and time fireworks may be discharged, first reading. Commissioner Walker made a motion to consider Ordinance 25-1122. Ordinance 25-1122 died due to a lack of a second motion.

Consider Ordinance 25-1123, an ordinance to amend the City of Goodlettsville Municipal Code, Title 13, Chapter 3, Section 2, Subsection 3 by deleting Subsection 3 in its entirety and replacing it with a new Subsection 3 as it relates to exterior coatings of buildings and residences, first reading. Commissioner Gilmore made a motion to consider Ordinance 25-1123. Commissioner Walker seconded the motion. Commissioner Gilmore asked if a building is numerous colors, do all of the boards have to match each other or match the color of the building? City Manager Ellis stated the intent is to have it match the exterior of the building. There was additional discussion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1123.

Consider Resolution 25-1277, a resolution to ratify and approve the issuance of an emergency purchase order for the repair of fiber optic network connecting all traffic signals along Long Hollow Pike and Conference Drive. Commissioner Anderson made a motion to consider

Resolution 25-1277. Commissioner Gilmore seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1277.

Consider Resolution 25-1280, a resolution approving an agreement between the City of Goodlettsville and Civil and Environmental Consultants, Incorporated for the purpose of completing an Asset Management Plan. Vice Mayor Duncan made a motion to consider Resolution 25-1280. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1280.

Discuss and possibly make recommendations to the adopted Traffic Calming Policy. City Manager Ellis stated that not all are in favor of speed cushions. Speed cushions are proposed as a physical traffic calming measure per the adopted policy. He only wants to move forward if it is supported by the board. Vice Mayor Duncan clarified that we currently have no speed cushions in the city. City Manager Ellis confirmed. Vice Mayor Duncan asked about the speed tables and if we take out speed cushions, we would also take out speed tables as they are similar. Commissioner Walker asked when the policy was adopted. City Manager Ellis stated the original policy was approved in 2022 and amended in 2024. Commissioner Walker stated this body decided this policy and it is not outdated and questioned why are we doing this to begin with if we are not going to follow it. There was discussion on the speed cushions on Moss Trail. Commissioner Walker asked about phasing the cushions in to evaluate if they are calming traffic. Assistant Director of Public Services Jack Presley stated just doing one would not solve the problem. He said they would hit the one and then speed up. He said they had a speed bump at the park and it did not really slow traffic down. There was additional discussion. Commissioner Walker asked about the concerns of the speed cushions. Mayor Tinnin stated the concerns he has heard about the traffic being doubled due to the Main Street Project. Another concern is it will be hard to run a snow plow down a road with a speed cushion and also causing damage to the cushion. He also stated it slows down emergency services. Commissioner Walker stated he doesn't want to take anything out of the policy and wants to do something about it. City Manager Ellis stated he wants to go back to our traffic engineer to see what other possibilities exist. There was additional discussion. Speed cushions are designed where a fire truck could straddle them but other emergency services vehicles cannot. City Manager Ellis stated he needed clarification on which direction to go. City Manager Ellis stated we will go back to our traffic engineer to see what our options are for traffic calming. Vice Mayor Duncan asked if the traffic engineer could be at our next meeting. Mayor Tinnin asked if we could have a special called meeting to discuss and to get him in here sooner if needed. City Manager Ellis stated there are non-physical measures we can do in the meantime. There was discussion. Vice Mayor Duncan stated she thinks we need to reach out to the neighborhoods to see if these are the solutions they want. City Manager Ellis stated we need to finalize our policy before we implement.

Commissioner Walker stated we were elected by the City of Goodlettsville to represent their voices, and he feels that is what he is doing when he brings up something. He stated he notices a pattern when he brings up something, but it does not get a second. He said, at a minimum, we should discuss it. If it is voted down, then it is a no but wants to have a discussion.

With no further business, Vice Mayor Duncan made a motion to adjourn. Commissioner Walker seconded the motion. The meeting adjourned at approximately 7:45pm with a 5-0 vote.



**AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

<p><b><u>SUBJECT TITLE:</u></b> ORDINANCE 25-1121 An ordinance adopting tax rates for the City of Goodlettsville for the fiscal year July 1, 2025, thru June 30, 2026. <b>Second Reading</b></p> <p><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager</p>	<p><b>Agenda Item:</b> ORDINANCE 25-1121</p> <p><b>Dept. of Origin:</b> Finance &amp; Administration</p> <p><b>For Agenda of:</b> September 11, 2025</p> <p><b>Originator:</b> Julie High</p> <p><b>Cost of Item:</b> Revenues of \$6,356,230.00</p>
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**AGENDA ITEM ATTACHMENTS:**

- Ordinance 25-1121

**SUMMARY STATEMENT:**

This ordinance adopts a tax rate for the City of Goodlettsville. That tax rate being rate of \$ .5068 in Davidson County and \$ .5068 in Sumner County.

**FINANCIAL SUMMARY:**

Approximately \$6,356,230.00 revenues

**RECOMMENDED ACTION:**

Staff recommends approval of Ordinance 25-1121.

**ORDINANCE NO. 25-1121**

**AN ORDINANCE TO ADOPT TAX RATES FOR THE CITY OF GOODLETTSVILLE FOR THE FISCAL YEAR JULY 1, 2025 THRU JUNE 30, 2026.**

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-1701(a), requires that, in the event of a general reappraisal in a county, the municipality legislative body shall determine and certify a tax rate which will provide the same ad valorem revenue for that jurisdiction as was levied during the previous year; and

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-1701(b), authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and Davidson and Sumner Counties have followed that procedure after reappraisal in 2025; and

**WHEREAS**, the City of Goodlettsville, Tennessee Board of Commissioners desires to levy a tax rate in equivalent to the certified tax rate;

**NOW, THEREFORE, BE IT ORDAIED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, MEETING IN SESSION ON THE 14<sup>TH</sup> DAY OF AUGUST, 2025,**

**Section 1.** A tax rate, equal to the certified tax rate, is hereby levied as follows:

Sumner County Rate	\$0.5068
Davidson County Rate:	\$0.5068

**Section 2.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR RUSTY TINNIN

Passed: August 14, 2025  
Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK  
APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY



**AGENDA SUMMARY SHEET**  
**Board of Commissioners**  
**City of Goodlettsville**

<p><b><u>SUBJECT TITLE:</u> Resolution 25-1285</b>  A resolution amending the Goodlettsville Redevelopment Grant program as previously adopted by Resolution 24-1202.</p> <p><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager</p>	<p><b>Agenda Item:</b> Resolution 25-1285</p> <p><b>Dept. of Origin:</b> Administration</p> <p><b>For Agenda of:</b> September 4, 2025</p> <p><b>Originator:</b> Tim Ellis</p> <p><b>Cost of Item:</b> N/A</p>
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**AGENDA ITEM ATTACHMENTS:**

Resolution 25-1285

**SUMMARY STATEMENT:**

A resolution amending the Goodlettsville Redevelopment Grant program as previously adopted by Resolution 24-1202.

**FINANCIAL SUMMARY:**

N/A

**RECOMMENDED ACTION:**

Staff recommends approval of Resolution 25-1285.

**Resolution 25-1285**

**A RESOLUTION AMENDING THE GOODLETTSVILLE REDEVELOPMENT GRANT PROGRAM AS PREVIOUSLY ADOPTED BY RESOLUTION 24-1202.**

**WHEREAS**, it has been determined by the Industrial Development Board and city staff that certain amendments to the City of Goodlettsville Redevelopment Grant Program are needed; and

**WHEREAS**, said amendments will provide an additional layer of protection to the city and Industrial Development Board; and

**WHEREAS**, such amendments have been prepared for consideration.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE GOODLETTSVILLE REDEVELOPMENT GRANT PROGRAM IS HEREBY AMENDED TO INCLUDE THE FOLLOWING AGREEMENT LANGUAGE AS FOLLOWS:**

If the grantee awarded said grant funds or subsequent owner(s) or transferee(s), excepting any conveyance to a Trust for the benefit of any owner, spouse of an owner, or entity which is totally owned by the owner, sells said property within 60 months of completion of prescribed work as required by the grant or the property is demolished or significantly altered to include the alteration, demolition, or removal of the amenities and improvements provided by the grant funds within 60 months of completion of prescribed work as required by the grant, the total award amount shall be repaid to the City of Goodlettsville. Any partial alteration, demolition, or removal of the amenities and improvements provided by the grant funds shall be repaid on a pro rata basis for the amount awarded, as determined by the City Coordinator of the Industrial Development Board for the City of Goodlettsville. The following will be incorporated in the signed agreement and recorded at the appropriate Register of Deeds office as a lien on the property. Notification to the Economic Development staff shall be required in writing if the property any of the following occurs:

- a. subject property is listed for sale; and/or
- b. subject property is sold during the 60-month period of time; and/or
- c. demolished or significantly altered to include the complete or partial alteration, demolition, or removal of the amenities and improvements provided by the grant funds during the aforementioned 60-month period of time.

**THIS ACTION IS EFFECTIVE UPON PASSAGE BY THE BOARD OF COMMISSIONERS.**

\_\_\_\_\_  
Mayor Rusty Tinnin

\_\_\_\_\_  
City Recorder

Approved as to form and legality

Passed: September 4, 2025

\_\_\_\_\_  
City Attorney



**AGENDA SUMMARY SHEET**  
**Board of Commissioners**  
**City of Goodlettsville**

<p><b><u>SUBJECT TITLE: RESOLUTION 25-1286</u></b>  A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING THE SERVICES OF BRANDING SERVICES AND LOGO CREATION.</p> <p><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager</p>	<p><b>Agenda Item:</b> Resolution 25-1286</p> <p><b>Dept. of Origin:</b> Project 072 / Tourism</p> <p><b>For Agenda of:</b> September 4, 2025</p> <p><b>Originator:</b> Project 072 Team  Kimberly Lynn Team Lead</p> <p><b>Cost of Item:</b> Up to \$100,000</p>
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**AGENDA ITEM ATTACHMENTS:**

Resolution 25-1286

**SUMMARY STATEMENT:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING THE SERVICES OF BRANDING SERVICES AND LOGO CREATION.

**FINANCIAL SUMMARY:**

To be paid for by Tourism Grant Funds  
Up to \$100,000

**RECOMMENDED ACTION:**

Staff recommend that the Board adopt Resolution 25-1286.

**RESOLUTION NO. 25-1286**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING THE SERVICES OF BRANDING SERVICES AND LOGO CREATION.**

**WHEREAS**, Tennessee Code Annotated, Title 12, Chapter 3, Part 10, allows municipalities to use a competitive sealed proposal process for the procurement of various items and services; and

**WHEREAS**, Ordinance 11-754 was approved by the Board of Commissioners which established Sealed Competitive Proposals as a procurement means within the Goodlettsville Purchasing Policy; and

**WHEREAS**, it has been determined that the use of Competitive Sealed Proposals would be in the best interest of the city as it relates to the procurement of branding and logo creation services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:**

**Section 1.** That it authorizes:

- (1) The use of the competitive sealed proposal method for the procurement of services as it relates to procuring branding and logo creation services;
- (2) Consideration of the following evaluation components in determining the most qualified vendor.

I. Requirements

A. Cost

Contractors must meet all items as specified in Section II and Section III of this document

II. Qualifications of the Vendor

A. Capabilities and Knowledge in fulfilling the terms of the proposed services.

B. Specific experience with municipal government branding and logo creation services.

C. Reference review of company

D. Satisfactory performance of similar services

III. Approach and Understanding of the scope of services

A. The proposed scope of services is comprehensive.

B. The proposed scope of services meets the needs of the City's request.

C. The approach to the project shows that the vendor understands the project; and

- (3) Revisions to the competitive sealed proposals after the submission of the responses to the proposals and before the award of the contract to obtain best and final offers.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Passed: September 4, 2025

\_\_\_\_\_  
Mayor Rusty Tinnin

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form and legality

\_\_\_\_\_  
City Attorney



**AGENDA SUMMARY SHEET**  
**Board of Commissioners**  
**City of Goodlettsville**

<p><b><u>SUBJECT TITLE:</u> Resolution 25-1287</b> A resolution authorizing the City Manager to execute a National Purchasing Cooperative Interlocal Participation Agreement with Buy Board and all other documents necessary to allow purchasing of products through said cooperative; and declaring an effective date.</p> <p><b><u>PRESENTED BY:</u> Tim Ellis, City Manager</b></p>	<p><b>Agenda Item:</b> Resolution 25-1287</p> <p><b>Dept. of Origin:</b> Administration</p> <p><b>For Agenda of:</b> September 4, 2025</p> <p><b>Originator:</b> Tim Ellis</p> <p><b>Cost of Item:</b> N/A</p>
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**AGENDA ITEM ATTACHMENTS:**

Resolution 25-1287

**SUMMARY STATEMENT:**

A resolution authorizing the City Manager to execute a National Purchasing Cooperative Interlocal Participation Agreement with Buy Board and all other documents necessary to allow purchasing of products through said cooperative; and declaring an effective date.

**FINANCIAL SUMMARY:**

N/A

**RECOMMENDED ACTION:**

Staff recommends approval of Resolution 25-1287.

**RESOLUTION NO. 25-1287**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT WITH BUY BOARD AND ALL OTHER DOCUMENTS NECESSARY TO ALLOW PURCHASING OF PRODUCTS THROUGH SAID COOPERATIVE; AND DECLARING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE:

The City Manager is authorized to execute a National Purchasing Cooperative Interlocal Participation Agreement and all other documents necessary to allow purchasing of products through said cooperative, in the form attached as **Exhibit "A"**, with changes as approved by the City Attorney.

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: September 4, 2025

\_\_\_\_\_  
MAYOR RUSTY TINNIN

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. (“TASB”), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

*[Signature page follows.]*



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

**NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_  
Dan Troxell, Ph.D.  
Assistant Secretary

Date: \_\_\_\_\_

**COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Government Entity Name)

By: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email