CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 28, 2016

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:

Resolution for HPD's Arbitrator BWC Deployment

Exact Wording for the Agenda:

A Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Insight for the Arbitrator BWC Deployment.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This Agreement will provide a resource to perform Arbitrator Server Upgrade and Body Worn Camera Deployment services for HPD.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: _____

Date: 4/6/16

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **ITS** Council Meeting Date: **4/28/2016**

Department Contact: **Tracy Rosser** Phone # **256-427-5097**

Contract or Agreement: **Insight Agreement**

Document Name: **Arbitrator BWC Deployment**

City Obligation Amount: **$7,484.00**

Total Project Budget:

Uncommitted Account Balance: **$426,527.11**

Account Number: **1000-41-41303-515340-00000000**

Procurement Agreements

Select...	Competitive

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	Signature	Date
1) Originating	William M. [illegible]	4/6/16
2) Legal	Mary C Cates	4/11/16
3) Finance	M [illegible]	4-12-16
4) Originating	W.M. [illegible]	4-14-16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and Insight Public Sector, Inc., which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville and Insight Public Sector, Inc., to perform Arbitrator Server Upgrade and Body Worn Camera Deployment Services", consisting of a total of eleven(11) pages, and the date of April 28,2016 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 28th day of April, 2016.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this 28th day of April, 2016.

_____
Mayor of the City of Huntsville, Alabama

February 23, 2016

U.S. Communities Government Purchasing Alliance 4400001195
(RQ09-997736-42B)
Statement of Work # 18083968

ARBITRATOR BWC DEPLOYMENT

1 PARTIES

"Insight"
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Attn: Brian Catlett

"Client"
City of Huntsville
101 Church Street S.W., Suite 201
Huntsville, AL 35801
Attn: Lorenzo Wright

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

The following is a high-level description of the Services Insight will provide:

- Insight will provide a resource to perform Arbitrator Server Upgrade and Body Worn Camera Deployment services in Client's environment
  - Work to be performed by Certified Arbitrator Engineer

2.1.1 Location

The Services will be performed at the following Client location(s):

- 815 Wheeler Avenue N.W., Huntsville, AL 35801

2.1.2 Scope and Approach

Insight will perform the following Services:

Server Configuration

- Pre-Deployment call to discuss Client requirements
- Perform full database backup
- Run database upgrade utility (if applicable)
- Install current release of Arbitrator Safe Serv software on 1 dedicated server
- Upgrade Back End Administrator application on 1 dedicated server
- Upgrade Back End Client application on 1 dedicated server (if applicable)
- Register new firmware and Front-End on server
- Register current version of VPU firmware on server
- Register current version of Body Worn Camera firmware on server
- Register current version of Front End application on server

President of the City Council of the City of Huntsville, Alabama
Date:

Body Worn Camera Configuration

- Create Body Worn Camera Configuration
- Create Configuration File for remote updates based on Client specifications
- Test upload functionality and system viewing features

Training

- Administrator Training - System configuration, BWC configuration
- Train the Trainer - BWC usage, uploading, reviewing

2.2 Project Management

Insight will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate kickoff meeting to review project expectations, identify possible risks and formulate plan
- Completes "Change Request" documentation as required
- Manage Client expectations and satisfaction throughout the life of the project
- Schedules and conducts team update/status meetings
- Project acceptance and sign-off document

2.3 Deliverables

Deliverables, if any, will be agreed upon by both parties in writing.

2.4 Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

2.5 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client will ensure Panasonic AMA is active.
2. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
3. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

4. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
5. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
6. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
7. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
8. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
9. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
10. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
11. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

2.6 Resource Team

Project Sponsor, City Of Huntsville – Lorenzo Wright
Services Account Executive, Insight – Brian Catlett
Account Executive, Insight – Sean Phillips
Services Director, Insight – Rik Foote
Services Manager, Insight – Rik Foote
SOW Prepared by, Insight – Brian Catlett and Karen Prestin

2.7 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400001195 (RQ09-997736-42B) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

3.2 Estimated Duration

The Project's duration will be approximately 4 days.

4 PRICING/INVOICING

4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the fixed fee of **$7,484.00**. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will not reimburse Insight for travel expenses, if any are required. Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

4.2 Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
3. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or $2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client shall pay Insight all fees due for this engagement as if it had been fully performed or $12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.

4. If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
5. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
7. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to **www.uscommunities.org**.

4.3 Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

5.4 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
2. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

3. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
4. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
5. This engagement does not include:
    a. Electrical or cabling services
    b. Formal user training beyond the services outlined in Section 2.1.2 above

5.5 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.6 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400001195 (RQ09-997736-42B) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties relating to the Services to be provided by Insight to Client. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) will prevail.

2. Term. The term of this SOW will commence on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes**. Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights**. Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty claim if the claim is the result of damage

caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400001195 (RQ09-997736-42B), Insight shall provide the Client the following remedies:

(a) **Services**. Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits**. Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

10. Indemnification. See Contract 4400001195 (RQ09-997736-42B) for Indemnification provisions.

11. Limitation of Liability. See Contract 4400001195 (RQ09-997736-42B) for Limitation of Liability provisions.

12. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

13. Insurance. See Contract 4400001195 (RQ09-997736-42B) for Insurance provisions.

14. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

15. Governing Law. This SOW will be governed by the substantive laws of the state of Alabama without giving effect to any choice-of-law rules.

16. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

17. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted

in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400001195 (RQ09-997736-42B) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT		**CLIENT**	
By:	Rik Foote Rik Foote (Apr 8, 2016) *Authorized Representative*	By:	*Authorized Representative*
Print Name:	Rik Foote	Print Name:	Tommy Battle
Title:	Director	Title:	Mayor
Date:	Apr 8, 2016	Date:	April 28, 2016

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. **Method (Client to select one option below):**

☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

_____

2. **PO Process (Client to select one option below):**

☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

Attachment 1

CHANGE REQUEST FORM **CHANGE REQUEST #** [INSERT CHANGE REQUEST #]		
Client	**Original Project Name**	**Original SOW #:**
Insight Services Manager	**Client Project Sponsor**	**Request Date**
Purchase Order to Apply to Changes: PO # _____		

Change Request Summary	
Original Scope Task	
Reason for Change	
Description of Change	
Project Schedule	
Project Pricing	
Deliverables	

Signatures			
Insight Authorized Signer:		**Date:**	
Print Name:	**Title:**		
Client Authorized Signer:		**Date:**	
Print Name:	**Title:**		

Signature:

Email: darren.gutwein@insight.com