

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Thursday, December 21, 2023

604 E. Moody Blvd. Suite 4

7:30 AM

1769 East Moody Boulevard (GSB),

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

- a. December 21, 2023 Warrant

C.2. Approval of Minutes

- a. December 11, 2023 City Commission Minutes

C.3. Microsoft Enterprise Agreement Renewal

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business: None

I. Reports:

- City Clerk

- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on December 18, 2023



City of Bunnell, Florida

ATTACHMENTS:

Description

Fiscal Year 2022/2023

Fiscal Year 2023/2024

Type

Warrant

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08266 - FY 22/23 12.21.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: DG Hardware, Inc.	06/01/2023	DG Hardware, Inc.	Keys	001-0572-572.4610	3.19
				Vendor DG Hardware, Inc. Total:	3.19
				Grand Total:	3.19

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	3.19
Grand Total:	3.19

Account Summary

Account Number	Account Name	Expense Amount
001-0572-572.4610	Repair / Maint - Bldgs	3.19
	Grand Total:	3.19

Project Account Summary

Project Account Key	Expense Amount
None	3.19
Grand Total:	3.19



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08264 - FY 23/24 12.21.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advanced Environmental Laboratories, Inc.					
	10/01/2023	Advanced Environmental La...	Lab Testing	404-0535-535.3400	2,481.37
			Vendor Advanced Environmental Laboratories, Inc. Total:		2,481.37
Vendor: Axon Enterprise Inc					
	12/10/2023	Axon Enterprise Inc	Axon 10 Tasers	001-0521-521.3400	7,132.88
	12/10/2023	Axon Enterprise Inc	Axon 10 Tasers	001-0521-521.4900	53,029.44
			Vendor Axon Enterprise Inc Total:		60,162.32
Vendor: Bunnell Auto Supply, Inc.					
	10/26/2023	Bunnell Auto Supply, Inc.	Oxygen (25.00x2)	001-0549-549.5200	50.00
	11/20/2023	Bunnell Auto Supply, Inc.	Batteries	001-0541-541.4620	326.46
	12/08/2023	Bunnell Auto Supply, Inc.	Wire & Starter Fluids	001-0549-549.5200	50.45
			Vendor Bunnell Auto Supply, Inc. Total:		426.91
Vendor: Charles J. Cino					
	12/14/2023	Charles J. Cino	Code Enforcement Board Me...	001-0524-524.3102	437.50
			Vendor Charles J. Cino Total:		437.50
Vendor: Charter Communications					
	12/01/2023	Charter Communications	100 Utility St 12.1.23-12.31.23	001-0512-512.4100	400.00
	12/18/2023	Charter Communications	604 E Moody(6) 12.10.23-01...	001-0519-519.4100	239.96
	12/07/2023	Charter Communications	405 E Drain 12.13.23-01.12.24	001-0572-572.4100	284.98
	12/07/2023	Charter Communications	1769 E Moody 12.09.23-01.0...	001-0521-521.4100	324.96
			Vendor Charter Communications Total:		1,249.90
Vendor: Christopher Hughes					
	12/06/2023	Christopher Hughes	Fire Inspection November20...	001-0512-512.3401	1,206.00
	12/06/2023	Christopher Hughes	Fire Inspection November20...	001-0524-524.3401	740.00
			Vendor Christopher Hughes Total:		1,946.00
Vendor: City of Bunnell - WS O&M					
	11/30/2023	City of Bunnell - WS O&M	04-3032-00 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	02-2070-07 Nov 2023	401-0533-533.4300	122.75
	11/30/2023	City of Bunnell - WS O&M	02-2070-07 Nov 2023	404-0535-535.4300	122.74
	11/30/2023	City of Bunnell - WS O&M	04-0170-02 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	03-545-00 Nov 2023	404-0535-535.4300	87.49
	11/30/2023	City of Bunnell - WS O&M	03-5151-00 Nov 2023	001-0541-541.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	02-2080-08 Nov 2023	001-0519-519.4300	249.81
	11/30/2023	City of Bunnell - WS O&M	04-3031-00 Nov 2023	001-0541-541.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	01-3360-01 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	02-2060-09 Nov 2023	001-0519-519.4300	254.13
	11/30/2023	City of Bunnell - WS O&M	03-4991-00 Nov 2023	001-0541-541.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	03-1541-00 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	04-2181-00 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	02-3191-00 Nov 2023	001-0541-541.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	06-0327-01 Nov 2023	404-0535-535.4300	87.30
	11/30/2023	City of Bunnell - WS O&M	03-0161-00 Nov 2023	404-0535-535.4300	87.49
	11/30/2023	City of Bunnell - WS O&M	02-2503-00 Nov 2023	404-0535-535.4300	87.40
	11/30/2023	City of Bunnell - WS O&M	03-0320-01 Nov 2023	001-0572-572.4300	384.19
	11/30/2023	City of Bunnell - WS O&M	03-5240-01 Nov 2023	404-0535-535.4300	411.65
	11/30/2023	City of Bunnell - WS O&M	01-0040-01 Nov 2023	001-0572-572.4300	466.95
	11/30/2023	City of Bunnell - WS O&M	01-5270-01 Nov 2023	401-0533-533.4300	182.76
	11/30/2023	City of Bunnell - WS O&M	03-5260-01 Nov 2023	001-0541-541.4300	916.31
	11/30/2023	City of Bunnell - WS O&M	03-3070-01 Nov 2023	001-0572-572.4300	1,329.78
	11/30/2023	City of Bunnell - WS O&M	01-1140-01	001-0572-572.4300	272.53
			Vendor City of Bunnell - WS O&M Total:		5,848.98

Expense Approval Register				Packet: APPKT08264 - FY 23/24 12.21.23 Warrant	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: CivicPlus LLC					
	12/19/2023	CivicPlus LLC	Civic CMS Standard Annual F...	001-0519-519.5230	4,555.36
				Vendor CivicPlus LLC Total:	4,555.36
Vendor: CPH, LLC					
	10/27/2023	CPH, LLC	Professional Services Through...	404-0535-535.6200	1,443.58
				Vendor CPH, LLC Total:	1,443.58
Vendor: Culligan Water Products					
	11/30/2023	Culligan Water Products	5 gallon Water	001-0521-521.5200	6.50
				Vendor Culligan Water Products Total:	6.50
Vendor: Dedicated Duo Designs					
	12/05/2023	Dedicated Duo Designs	30 Personalized Ornaments	001-0521-521.4800	270.00
				Vendor Dedicated Duo Designs Total:	270.00
Vendor: DG Hardware, Inc.					
	12/15/2023	DG Hardware, Inc.	Backpack Sprayer	001-0572-572.5265	165.27
	12/04/2023	DG Hardware, Inc.	Chair Coil & Padlock	001-0521-521.5200	35.20
	12/06/2023	DG Hardware, Inc.	Flex Tape & Electrical Tape	402-0534-534.4620	29.56
				Vendor DG Hardware, Inc. Total:	230.03
Vendor: Environmental Land Services of Flagler County, Inc					
	12/01/2023	Environmental Land Services...	Services for 11.24.23-11.30.23	402-0534-534.3400	4,794.98
	12/08/2023	Environmental Land Services...	Services for 12.1.23-12.7.23	402-0534-534.3400	5,664.05
				Vendor Environmental Land Services of Flagler County, Inc Total:	10,459.03
Vendor: Expert Chemical Sales & Service LLC					
	11/29/2023	Expert Chemical Sales & Serv...	Trash Liners, Paper Towels	001-0572-572.5200	794.50
				Vendor Expert Chemical Sales & Service LLC Total:	794.50
Vendor: Flagler County Clerk of Courts					
	12/01/2023	Flagler County Clerk of Courts	Lot 4&5 Commerce Parkway	001-0512-512.3300	190.00
				Vendor Flagler County Clerk of Courts Total:	190.00
Vendor: Flagler Humane Society					
	11/30/2023	Flagler Humane Society	Revised Invoice for Novembe...	001-0562-562.3402	106.70
				Vendor Flagler Humane Society Total:	106.70
Vendor: FREEDOM ELECTRICAL CONTRACTING INC.					
	11/29/2023	FREEDOM ELECTRICAL CONT...	Annual cell phone service	404-0535-535.4100	260.00
				Vendor FREEDOM ELECTRICAL CONTRACTING INC. Total:	260.00
Vendor: Guardian Alliance Technologies, Inc					
	11/30/2023	Guardian Alliance Technologi...	Guardian Platform Software L..	001-0521-521.4900	140.00
				Vendor Guardian Alliance Technologies, Inc Total:	140.00
Vendor: Hawkins Inc					
	11/22/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	600.00
	12/01/2023	Hawkins Inc	Chemicals	404-0535-535.5200	1,131.35
	12/07/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5265	414.00
				Vendor Hawkins Inc Total:	2,145.35
Vendor: HBD Moto Graph FX, LLC					
	11/06/2023	HBD Moto Graph FX, LLC	City logo decals for 959	402-0534-534.4600	150.00
	11/06/2023	HBD Moto Graph FX, LLC	City logo decals for 959	402-0534-534.4620	675.00
				Vendor HBD Moto Graph FX, LLC Total:	825.00
Vendor: Ixom Watercare Inc					
	11/03/2023	Ixom Watercare Inc	MIEX DOC Resin for WTP	401-0533-533.5205	21,735.00
	11/09/2023	Ixom Watercare Inc	Pneumatic actuator	401-0533-533.4640	1,972.00
				Vendor Ixom Watercare Inc Total:	23,707.00
Vendor: Jamson Labs/Power Kleen					
	11/20/2023	Jamson Labs/Power Kleen	4 cases of Magic cleaner	402-0534-534.5200	331.49
				Vendor Jamson Labs/Power Kleen Total:	331.49
Vendor: Kehle Plumbing, Inc.					
	10/25/2023	Kehle Plumbing, Inc.	EJ Park Leak Testing/Detecti...	001-0572-572.4610	99.50
				Vendor Kehle Plumbing, Inc. Total:	99.50

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Language Line Services Inc					
	11/30/2023	Language Line Services Inc	Over the phone interpretation	001-0512-512.4100	11.76
					Vendor Language Line Services Inc Total:
					11.76
Vendor: McMaster-Carr Supply Company					
	11/29/2023	McMaster-Carr Supply Comp...	New bolts for clearwell pum...	401-0533-533.4640	230.35
					Vendor McMaster-Carr Supply Company Total:
					230.35
Vendor: Medi-Quick Urgent Care					
	12/04/2023	Medi-Quick Urgent Care	December Occupational Invo...	001-0521-521.4900	300.00
	12/04/2023	Medi-Quick Urgent Care	December Occupational Invo...	401-0533-533.4900	57.50
	12/04/2023	Medi-Quick Urgent Care	December Occupational Invo...	404-0535-535.4900	172.50
					Vendor Medi-Quick Urgent Care Total:
					530.00
Vendor: Michael Leo Dove					
	11/30/2023	Michael Leo Dove	Services for 11.16.23-11.29.23	118-0524-524.3401	915.00
	12/01/2023	Michael Leo Dove	Services for 11.30.23-12.12.23	118-0524-524.3401	1,285.00
					Vendor Michael Leo Dove Total:
					2,200.00
Vendor: Monroe, Inc					
	12/07/2023	Monro, Inc	2 GDY MSA 315/80R22.5	402-0534-534.4620	1,539.40
					Vendor Monro, Inc Total:
					1,539.40
Vendor: Municipal Emergency Services, Inc					
	11/20/2023	Municipal Emergency Service...	Cargo Pants (Navy) Chief	001-0521-521.5220	66.38
	12/05/2023	Municipal Emergency Service...	Khaki Tactical Pants	001-0521-521.5220	102.00
					Vendor Municipal Emergency Services, Inc Total:
					168.38
Vendor: NextEra Energy Inc					
	11/30/2023	NextEra Energy Inc	02735-15254 Nov 2023	001-0519-519.4300	57.57
	11/30/2023	NextEra Energy Inc	06115-08987 Nov 2023	404-0535-535.4300	37.19
	11/30/2023	NextEra Energy Inc	09445-94365 Nov 2023	404-0535-535.4300	27.85
	11/30/2023	NextEra Energy Inc	14322-90094 Nov 2023	001-0572-572.4300	1,542.09
	11/30/2023	NextEra Energy Inc	16455-03937 Nov 2023	001-0541-541.4300	451.50
	11/30/2023	NextEra Energy Inc	16525-04919 Nov 2023	404-0535-535.4300	7,435.84
	11/30/2023	NextEra Energy Inc	16885-09957 Nov 2023	404-0535-535.4300	42.34
	11/30/2023	NextEra Energy Inc	23515-07823 Nov 2023	401-0533-533.4300	26.49
	11/30/2023	NextEra Energy Inc	27076-01973 Nov 2023	404-0535-535.4300	33.74
	11/30/2023	NextEra Energy Inc	27516-03917 Nov 2023	404-0535-535.4300	119.33
	11/30/2023	NextEra Energy Inc	47533-10046 Nov 2023	404-0535-535.4300	82.30
	11/30/2023	NextEra Energy Inc	50935-93118 Nov 2023	001-0519-519.4300	87.54
	11/30/2023	NextEra Energy Inc	51926-14112 Nov 2023	001-0519-519.4300	84.51
	11/30/2023	NextEra Energy Inc	56661-53118 Nov 2023	001-0519-519.4300	129.01
	11/30/2023	NextEra Energy Inc	01235-95431 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	01408-42220 Nov 2023	404-0535-535.4300	111.04
	11/30/2023	NextEra Energy Inc	04369-52212 Nov 2023	404-0535-535.4300	29.56
	11/30/2023	NextEra Energy Inc	04799-99278 Nov 2023	001-0519-519.4300	80.35
	11/30/2023	NextEra Energy Inc	05365-06116 Nov 2023	404-0535-535.4300	32.18
	11/30/2023	NextEra Energy Inc	08857-07703 Nov 2023	401-0533-533.4300	4,118.74
	11/30/2023	NextEra Energy Inc	14322-90094 Nov 2023	001-0572-572.4300	1,520.63
	11/30/2023	NextEra Energy Inc	14391-64359 Nov 2023	001-0519-519.4300	57.26
	11/30/2023	NextEra Energy Inc	16239-97200 Nov 2023	001-0541-541.4300	38.18
	11/30/2023	NextEra Energy Inc	19639-02331 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	24515-76322 Nov 2023	001-0572-572.4300	123.35
	11/30/2023	NextEra Energy Inc	25840-5788 Nov 2023	001-0541-541.4300	27.53
	11/30/2023	NextEra Energy Inc	26391-00821 Nov 2023	404-0535-535.4300	33.31
	11/30/2023	NextEra Energy Inc	28635-95142 Nov 2023	001-0572-572.4300	64.75
	11/30/2023	NextEra Energy Inc	29732-82177 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	34080-03816 Nov 2023	404-0535-535.4300	145.86
	11/30/2023	NextEra Energy Inc	38244-16469 Nov 2023	404-0535-535.4300	258.26
	11/30/2023	NextEra Energy Inc	46834-52215 Nov 2023	404-0535-535.4300	30.15
	11/30/2023	NextEra Energy Inc	48483-68421 Nov 2023	001-0519-519.4300	105.66
	11/30/2023	NextEra Energy Inc	48784-38110 Nov 2023	001-0519-519.4300	30.45
	11/30/2023	NextEra Energy Inc	56811-06810 Nov 2023	001-0541-541.4300	86.46

Expense Approval Register

Packet: APPKT08264 - FY 23/24 12.21.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/30/2023	NextEra Energy Inc	56821-04848 Nov 2023	001-0541-541.4300	33.96
	11/30/2023	NextEra Energy Inc	56831-02874 Nov 2023	001-0541-541.4300	101.94
	11/30/2023	NextEra Energy Inc	59268-64496 Nov 2023	401-0533-533.4300	115.12
	11/30/2023	NextEra Energy Inc	60520-97182 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	6610101831 Nov 2023	001-0572-572.4300	167.71
	11/30/2023	NextEra Energy Inc	66311-06884 Nov 2023	001-0541-541.4300	47.33
	11/30/2023	NextEra Energy Inc	67305-62219 Nov 2023	001-0541-541.4300	29.61
	11/30/2023	NextEra Energy Inc	67468-67586 Nov 2023	001-0541-541.4300	27.35
	11/30/2023	NextEra Energy Inc	68117-21478 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	69938-28117 Nov 2023	001-0521-521.4300	30.82
	11/30/2023	NextEra Energy Inc	76171-09884 Nov 2023	404-0535-535.4300	98.75
	11/30/2023	NextEra Energy Inc	79034-46115 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	82864-01883 Nov 2023	404-0535-535.4300	54.65
	11/30/2023	NextEra Energy Inc	90810-48119 Nov 2023	404-0535-535.4300	29.69
	11/30/2023	NextEra Energy Inc	93326-99348 Nov 2023	001-0521-521.4300	13.04
	11/30/2023	NextEra Energy Inc	95527-02467 Nov 2023	404-0535-535.4300	57.01
	11/30/2023	NextEra Energy Inc	99040-97517 Nov 2023	001-0519-519.4300	84.51
		Vendor NextEra Energy Inc		Total:	18,020.75
Vendor: Pace Analytical Services, LLC					
	11/30/2023	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	240.00
				Vendor Pace Analytical Services, LLC Total:	240.00
Vendor: Palm Coast Observer, LLC					
	11/30/2023	Palm Coast Observer, LLC	Admin Order 2023-02 Rural ...	001-0512-512.4800	169.00
				Vendor Palm Coast Observer, LLC Total:	169.00
Vendor: Power & Pumps Inc					
	10/30/2023	Power & Pumps Inc	7.5HP Shinmaywa Submersib...	404-0535-535.5264	5,821.20
				Vendor Power & Pumps Inc Total:	5,821.20
Vendor: Preferred Governmental Insurance Trust					
	01/01/2024	Preferred Governmental Insu...	Agreement	001-2182000	6,850.25
				Vendor Preferred Governmental Insurance Trust Total:	6,850.25
Vendor: Process Control Services					
	11/15/2023	Process Control Services	Troubleshoot Hydroranger le...	404-0535-535.4640	625.00
				Vendor Process Control Services Total:	625.00
Vendor: Rayco Funding & Development, Inc					
	11/21/2023	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc Total:	1,575.00
Vendor: Ring Power Corporation					
	11/20/2023	Ring Power Corporation	Caterpillar Tracked Loader - ...	401-0533-533.6400	45,707.00
	11/20/2023	Ring Power Corporation	Caterpillar Tracked Loader - ...	404-0535-535.6400	45,707.00
	12/11/2023	Ring Power Corporation	Hydraulic Filter	001-0541-541.4640	90.73
				Vendor Ring Power Corporation Total:	91,504.73
Vendor: Robert C Little					
	12/14/2023	Robert C Little	JB King Park Lights	001-0572-572.4600	3,287.12
				Vendor Robert C Little Total:	3,287.12
Vendor: Rush Truck Centers of Florida Inc					
	12/06/2023	Rush Truck Centers of Florida...	2 Brake slack adjusters	402-0534-534.4620	420.00
				Vendor Rush Truck Centers of Florida Inc Total:	420.00
Vendor: SHI International Corp					
	12/16/2023	SHI International Corp	Maintenance & Agreement of..	001-0516-516.5230	165.65
				Vendor SHI International Corp Total:	165.65
Vendor: Staples, Inc					
	11/29/2023	Staples, Inc	Chair Bridgitte's Office & Shi...	001-0512-512.5100	78.37
	11/29/2023	Staples, Inc	Lysol Spray	001-0521-521.5100	17.38
	12/05/2023	Staples, Inc	Envelopes, Copy Paper, Self-...	001-0521-521.5100	70.77
				Vendor Staples, Inc Total:	166.52

Expense Approval Register

Packet: APPKT08264 - FY 23/24 12.21.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: UniFirst Corporation					
	11/01/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	11/15/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	11/22/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	11/29/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.58
	11/29/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.87
	11/29/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.47
	11/29/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	31.26
	11/29/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	37.37
	11/29/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.41
	11/29/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.45
	11/29/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
				Vendor UniFirst Corporation Total:	240.09
Vendor: USA Services of Florida Inc					
	11/24/2023	USA Services of Florida Inc	Street Sweeping November	001-0538-538.3400	1,300.00
				Vendor USA Services of Florida Inc Total:	1,300.00
Vendor: Verizon Connect Telo Inc.					
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	001-0541-541.4100	76.40
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	001-0572-572.4100	57.30
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	401-0533-533.4100	76.40
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	402-0534-534.4100	190.50
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	404-0535-535.4100	76.40
				Vendor Verizon Connect Telo Inc. Total:	477.00
Vendor: Zev Cohen & Associates, Inc.					
	08/09/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Pl...	401IF-0533-533.6300	151.20
	08/09/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Pl...	404IF-0535-535.6300	151.20
	09/13/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Pl...	401IF-0533-533.6300	753.70
	09/13/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Pl...	404IF-0535-535.6300	753.70
				Vendor Zev Cohen & Associates, Inc. Total:	1,809.80
				Grand Total:	255,469.02

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	92,699.88
118 - Building Dept. Fund	2,200.00
401 - WATER	74,621.48
401IF - Water Impact Fees	904.90
402 - SOLID WASTE	13,814.39
404 - SEWER	70,323.47
404IF - Sewer Impact Fees	904.90
Grand Total:	255,469.02

Account Summary

Account Number	Account Name	Expense Amount
001-0512-512.3300	Recording Fees	190.00
001-0512-512.3401	Fire Inspection Exp.	1,206.00
001-0512-512.4100	Communications Expense	411.76
001-0512-512.4800	Advertising	169.00
001-0512-512.5100	Office Supplies Expenses	78.37
001-0516-516.5230	Software	165.65
001-0519-519.4100	Communications Expense	239.96
001-0519-519.4300	Utilities	1,220.80
001-0519-519.5230	Software	4,555.36
001-0521-521.3400	Other Contract Services	7,180.56
001-0521-521.4100	Communications Expense	324.96
001-0521-521.4300	Utility - Public Services	122.10
001-0521-521.4800	Advertising / Promo Exp...	270.00
001-0521-521.4900	Other Current Chgs & Ob...	53,469.44
001-0521-521.5100	Office Supplies Expenses	88.15
001-0521-521.5200	Operating Supplies	41.70
001-0521-521.5220	Uniforms Exp	168.38
001-0524-524.3102	Legal Services	437.50
001-0524-524.3401	Bldg / Fire Inspection Exp..	740.00
001-0538-538.3400	Other Contract Services	1,300.00
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	2,109.37
001-0541-541.4620	Repair / Maint - Vehicles	326.46
001-0541-541.4640	Equipment Repair & Mai...	90.73
001-0541-541.5220	Uniforms Exp	32.58
001-0549-549.5200	Operating Supplies	100.45
001-0549-549.5220	Uniforms	13.87
001-0562-562.3402	Humane Society Contract	106.70
001-0572-572.4100	Communications Expense	342.28
001-0572-572.4300	Utility - Public Services	5,871.98
001-0572-572.4600	Repair / Maint - Service	3,287.12
001-0572-572.4610	Repair / Maint - Bldgs	99.50
001-0572-572.5200	Operating Supplies	815.97
001-0572-572.5220	Uniforms Exp	31.26
001-0572-572.5265	Tools	165.27
001-2182000	WC Payable	6,850.25
118-0524-524.3401	Bldg/Fire Inspection Exp...	2,200.00
401-0533-533.3401	Other Contract Services	240.00
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4300	Utility - Public Services	4,565.86
401-0533-533.4640	Repair / Maint - Equipm...	2,202.35
401-0533-533.4900	Other Current Chgs & Ob...	57.50
401-0533-533.5205	Operating Supplies Exp -...	21,735.00
401-0533-533.5220	Uniforms Exp	37.37
401-0533-533.6400	Machinery/Equipment E...	45,707.00
401IF-0533-533.6300	Improvements Other Th...	904.90
402-0534-534.3400	Other Contract Services -...	10,459.03
402-0534-534.4100	Communications - Solid...	190.50

Account Summary

Account Number	Account Name	Expense Amount
402-0534-534.4600	Repair / Maint - Service	150.00
402-0534-534.4620	Repair/Maint Vehicles - ...	2,663.96
402-0534-534.5200	Operating Supplies	331.49
402-0534-534.5220	Uniforms - Solid Waste	19.41
404-0535-535.3400	Other Contractual Servic...	4,056.37
404-0535-535.4100	Communications	336.40
404-0535-535.4300	Utilities	9,979.62
404-0535-535.4640	Repairs & Maint. - Equi...	625.00
404-0535-535.4900	Other Current Charges &...	172.50
404-0535-535.5200	Operating Supplies	1,731.35
404-0535-535.5220	Uniforms	36.45
404-0535-535.5264	Small Equipment	5,821.20
404-0535-535.5265	Tools	414.00
404-0535-535.6200	Buildings	1,443.58
404-0535-535.6400	Equipment > \$5,000	45,707.00
404IF-0535-535.6300	Improvements Other Th...	904.90
	Grand Total:	255,469.02

Project Account Summary

Project Account Key	Expense Amount
None	253,659.22
FCCP Sewer Impact Fees	904.90
FCCP Water Impact Fees	904.90
	Grand Total:
	255,469.02



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, December 11, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr.; Interim Community Development Director Joe Parsons; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; IT Manager Donnie Wines

Excused: Commissioner Tonya Gordon

Invocation for Our Military Troops and National Leaders:

Mayor Robinson led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: Make Lake Lucille Bright Awards

The participants in the contest were not at the meeting. Mayor Robinson identified the participants, Vidya Herbs and Family Matters, and read the awards into the record.

B.2. Presentation: Water and Sewer Revenue Sufficiency Analysis

Finance Director Moss presented the findings of the contractor's analysis and responded to questions from the Board. The Commission would like staff to figure out how to collect bills that go unpaid and to avoid writing off those debts and to look into what can be done about renters who do not pay (ie. look into whether landlords should have the account).

B.3. Presentation: Woody's BBQ for Veterans Day Meals

This item was pulled from the agenda by staff.

B.4. Presentation: Swearing-in Police Chaplain

Chief Brannon introduced and swore in the new Volunteer Chaplain Pastor Larry Hobbs.

C. Consent Agenda:

C.1. Approval of Warrant

- a. December 11, 2023 Warrant

C.2. Approval of Minutes

- a. November 27, 2023 City Commission Meeting Minutes

C.3. Request Approval of CPH, LLC.'s Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work Additional Services #1

C.4. Approval of Copier Lease

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Mr. Cory Romaniuk (N. Anderson St.) – Recently moved to Bunnell from Flagler Beach. He indicated his water bill is significantly higher in Bunnell than in Flagler Beach for the same services, and he is hearing they are going up even higher; the Bunnell millage is higher than Palm Coast, Ormond or even Flagler County. He feels the City needs to raise commercial rates and raise rates for “other municipalities within the City”. He suggested the City also think of finding and using other revenue streams. He asked the City to improve the notification system when sending out boil water alerts and that the City need hire an after-hours call service for citizens to reach when offices are closed to report problems in the City.

Mayor Robinson suggested Mr. Romaniuk set a meeting with the City Manager to discuss his concerns.

E. Ordinances: (Legislative):

E.1. Ordinance 2023-22 Requesting the Voluntary Contraction of the City's Boundary for 5.0+/- acres of property, located at 2271 County Road 304. - First Reading

Pulled from the agenda by staff.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval of Administrative Order 2023-02 for the Allen Lands Rural Subdivision II.

Interim Community Development Director Parsons presented the item to the Board.

Motion: Approve Administrative Order 2023-02 for the Allen Lands Rural Subdivision II

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request Approval of LPA0481 Grant Agreement (COB #2023-22) between the City of Bunnell and FDEP for the Bunnell Water Treatment Plant and Distribution System Projects

Infrastructure Director Vost presented the item to the Board. City Manager Jackson reminded the Board this was a legislative appropriations award supported by Speaker Renner and Senator Hutson.

Motion: Approve LPA0481 Grant Agreement (COB #2023-22).

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk** – Reminded the Board about Christmas in Bunnell at J.B. King park December 15, 2023.
- **Police Chief** – provided the Police Department monthly statics report for November. He stated Police Department was heavily invested in the Veterans Day Parade.
- **City Attorney-** None
- **City Manager-** No report except to thank everyone for the prayers and support for his wife.
- **Mayor and City Commissioners–**
 - **Commissioner Young-** Thanked Chief Brannon for bringing on a Chaplain. He indicated in his time on the job with Florida Highway Patrol, the Chaplain was very helpful.
 - **Commissioner Schultz** – Family Life Center did not have a meeting in November or December so nothing to report. She indicated they are moving forward with a Golf Tournament fund raiser on January 19, 2024, and they were looking for participants and sponsors.
 - **Vice Mayor Rogers-** Echoed Commissioner Schultz, the Veterans Day Parade was amazing.
 - **Mayor Robinson** – The County Commission has done a reorganization, and after approximately 15 years of being on the Northeast Florida Regional Council, she has been replaced by Commissioner Andy Dance.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously at 7:49 PM.

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 12/5/2023 Amount: \$22,343.98 Annually
Department: IT Account #: Various
Subject: Microsoft Enterprise Agreement Renewal
Agenda Section: Consent Agenda:
Goal/Priority: Technology

ATTACHMENTS:

Description	Type
Microsoft Enterprise Agreement (Draft)	Contract
SHI - Quote	Quote

Summary/Highlights:

The enterprise agreement currently in place with Microsoft comes to term the end of the calendar year. This is a renewal of the agreement at the same pricing levels.

Background:

For several years, the City has subscribed to Microsoft Office 365. This provides the Microsoft Office Suite, Email, SharePoint, OneDrive, layers of security, etc. to City staff to perform our various functions.

The renewal of this agreement maintains the same price point as prior years. The only significant difference, Microsoft is no longer doing state contracts. They are offering the same pricing as state contract directly through a Channel Partner. The City's Channel Partner for the last 3 years, is the vendor who was the State Contract vendor for Microsoft products, Software House International.

Due to the condensed time in publishing the agenda, staff is attaching the draft documents, and a copy of the quote from SHI for the products.

Staff Recommendation:

Staff recommends approval of the enterprise agreement, and authorize the City Manager to sign the final document once received from the vendor.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend approval of the enterprise agreement, and authorize the City Manager to sign the final document once received from the vendor.

City Manager Review/Recommendation:

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

- a. Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
 - (i)** It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

- (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
- (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,
 - (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

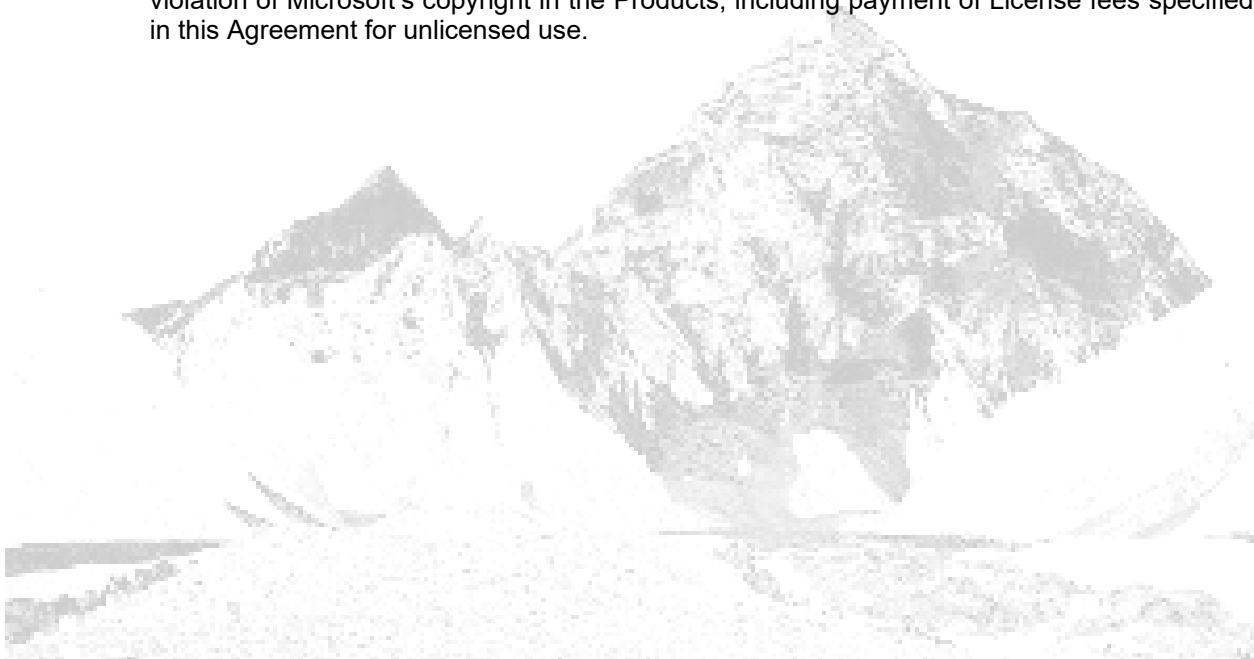
13. Verifying compliance.

- a. Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate’s Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
 Microsoft to complete for initial term.
 Reseller or Software Advisor to
 complete for renewal or with prior
 qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus		
Office Professional Plus		
Office 365 ProPlus		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without ProPlus Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		
Windows Desktop		
Windows 10 Enterprise E3 and LTSB Upgrade per Device		
Windows 10 Enterprise E5 per Device SL		
Windows 10 Enterprise E3 per User SL		
Windows 10 Enterprise E3 per User Add-on SL		
Windows 10 Enterprise E5 per User SL		
Windows 10 Enterprise E5 per User Add-on SL		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows 10 Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Microsoft Intune		
Microsoft Intune USL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALS OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Microsoft Intune + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSC Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.



Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text" value="Proposal ID"/>
Agreement number	<input type="text"/>	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Subcontract #	Coverage Start	Coverage End	Quantity	Your Price	Total	Note
1	Microsoft	3GU-00001	Defender O365 P1 GCC Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	68	\$18.24	\$1,240.32	EA# 47587889 See Payment Schedule Below
2	Microsoft	AAD-32907	EMS G3 GCC ALng Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	68	\$102.89	\$6,996.52	EA# 47587889 See Payment Schedule Below
3	Microsoft	3NS-00003	Exchange Online P2 GCC Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	8	\$72.73	\$581.84	EA# 47587889 See Payment Schedule Below
4	Microsoft	AAA-11894	O365 G3 GCC Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	60	\$214.05	\$12,843.00	EA# 47587889 See Payment Schedule Below
5	Microsoft	7MS-00001	Project P3 GCC Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	2	\$272.92	\$545.84	EA# 47587889 See Payment Schedule Below
6	Microsoft	P3U-00001	Visio P2 GCC Sub Per User Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	1	\$136.46	\$136.46	EA# 47587889 See Payment Schedule Below
7	Microsoft	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on Year 1 of 3 (12 Months)	NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS	Jan-01-2024	Dec-31-2024	60	\$0.00	\$0.00	EA# 47587889 See Payment Schedule Below
Total											\$22,343.98	