

RESOLUTION

WHEREAS, T.C.A. § 12-3-1205 permits local governments to participate in cooperative purchasing agreements with one or more other governmental entities outside the state of Tennessee; and

WHEREAS, Rutherford County participates in certain out-of-state cooperative purchasing agreements; and

WHEREAS, Rutherford County desires to participate in an additional out-of-state cooperative purchasing agreement with Pure Storage, Inc. for NASPO ValuePoint computer equipment, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, participation in the attached cooperative purchasing agreement is in the best interest of the citizens of Rutherford County in order to help relieve the burdens of governmental purchasing functions and to realize various potential economies, including administrative cost savings.

NOW, THEREFORE, BE IT RESOLVED by the Rutherford County Board of Commissioners that, pursuant to T.C.A. § 12-3-1205, the cooperative purchasing agreement with Pure Storage, Inc. for NASPO ValuePoint computer equipment, a copy of which is attached hereto as Exhibit "A", as well as the terms of the underlying Master Agreement, shall be and hereby are approved, and, further, the County Mayor shall be and hereby is authorized to execute any documentation necessary to enter into said cooperative purchasing agreement.

RESOLVED this 11th day of May, 2023.

RUTHERFORD COUNTY, TENNESSEE

ATTEST:

Lisa Duke Crowell
LISA DUKE CROWELL, County Clerk

BY: Jeff Phillips
JEFF PHILLIPS, Chairman

BY: Joe Carr
JOE CARR, County Mayor

5/11/2023
Date

State of Tennessee, County of Rutherford
The undersigned, County Clerk of said County and State, hereby certifies that the foregoing is a true and correct copy of the original document filed in the Office of the County Clerk.

This 15 day of May, 2023
Lisa Crowell, Rutherford County Clerk
By: RM Spure
Deputy Clerk



PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-125
Pure Storage
(hereinafter "Contractor")
And
Rutherford County
(hereinafter "Participating Entity")

1. Scope: This addendum allows for purchase of the following Computer Equipment and Services: Band 5: Storage led by the State of Minnesota along with a multi-state sourcing team for use by purchasing entities authorized to utilize this contract.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by each Participating Entity placing orders under this Participating Addendum.

2. Participation: Use of this NASPO ValuePoint cooperative contract by all departments under the authority of Rutherford County, TN are eligible to procure under this Participating Addendum.

3. Order of Precedence:

1. This Participating Addendum
2. Minnesota NASPO ValuePoint Master Agreement No. MNWNC-125
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Participating Entity and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Participating Entity and must be in writing and

attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating Entity Modifications or Additions to Master Agreement:

A. Approval of this Participating Addendum by Rutherford County will extend to any subsequent addendums/amendments of this executed Participating Addendum.

B. Purchases are authorized only if a Purchase Order is issued in advance of the transaction. Purchase orders under this Participating Addendum shall be issued to an Authorized Reseller identified in Attachment 1. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Authorized Reseller by the ordering agency. The Participating Entity will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by a Purchasing Agent. If the Authorized Reseller provides goods or services without a signed Purchase Order, it does so at its own risk and expense.

C. NONDISCRIMINATION: The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name	Kim Bradbury, Sr. Director Public Sector Contracts
Address	650 Castro Street, Ste. 260, Mountain View, CA 94041
Telephone	301-717-9968
Fax	410-414-2117
E-mail	kim.bradbury@purestorage.com

Participating Entity:

Name	Joe Carr, Rutherford County Mayor
Address	1 Public Square, Murfreesboro, TN 37130
Cell	
Office	
E-mail	countymayor@rutherfordcountyttn.gov

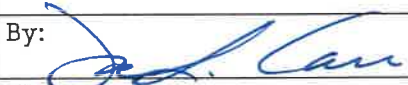
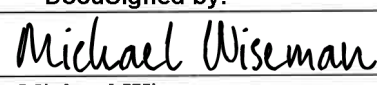



6. Partner Utilization: Each Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners

approved by this Participating Entity may be deployed. The participating Entity will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners shall have the authority to issue quotes, accept purchase order, issue invoices and receive payments in their own name on behalf of the Contractor: Approved partners are listed in Attachment 1.

7. Terms. The Participating Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Rutherford County	Contractor: Pure Storage, Inc.
By: 	By: 
Name: 	Name: Michael Wiseman 0654D9C0191442F...
Title: 	Title: VP, Americas Public Sector
Date: 	Date: 15-May-2023

Attachment 1
Approved Partners

Pure Storage Authorized Reseller	Point of Contact	Email	Phone
Presidio Networked Solutions Group, LLC	Jeff Hodges	jhodges@presidio.com	615-866-5762