**MURFREESBORO CITY COUNCIL**
**Regular Meeting Agenda**
**Council Chambers – City Hall – 6:00 PM**
**March 19, 2020**

**PRAYER**

Vice Mayor Madelyn Scales Harris

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. Airport Economic Development Grant Application (Airport)
2. Budget Amendments (Finance)
3. Hotel/Motel Occupancy Tax Examination (Finance)
4. Mandatory Referral for Sanitary Sewer Easement Dedication at Richard Siegel Park (Planning)
5. Interior Remodel for City Facility (Police)
6. Award for Upfitting Public Safety Vehicles and Performing Emergency Equipment Maintenance (Police)
7. Request for Competitive Sealed Proposals for Dispatch Protocol Software (Police)
8. Software Upgrade (SUA) and Maintenance Agreement with Motorola for the 700Mhz Digital Trunked Radio System (Police)
9. Approval to Purchase Locution Fire Alerting System (MFRD)
10. Approval to issue a Request for Competitive Sealed Proposal for Fire Hose (MFRD)
11. Approval to Donate Used Large Diameter Appliances (MFRD)
12. Advanced Metering Infrastructure Software Upgrades (Water Resources)
13. Annual Audit Contract for Water Resources Department and Stormwater Fund (Water Resources)
14. Asphalt Purchases Report (Water Resources)
15. Chemical Bid Extensions (Water Resources)

**New Business**

<u>Land Use Matters</u>

16. Rescheduling matters previously heard by the Planning Commission for public hearing (Planning)
17. Planning Commission Recommendations for Public Hearings (Planning)

<u>On Motion</u>

18. Approval request to sell 154 acres of City-owned property (Administration)
19. Resolution 20-R-06: Refinance City General and Water Resources General Obligation variable rate debt to fixed rate (Administration)
20. Commercial Structures and Facilities Painting Contract Extension (Water Resources)
21. Engineering Task Order for Water Resource Recovery Facility Biosolids Polymer System Replacement (Water Resources)

22. Sewer Basin 10A-3 and 10A-4 Density Restriction and Civil Infrastructure Associates Study (Water Resources)

**Licensing**

**Board & Commission Appointments**

23. Appointment of Dennis Oneal to replace the vacancy left by Ronald Lindsey, the Cable Television Commission with the term expiring April 30, 2023 (Administration)

24. Reappointments for the Pension Committee and City Council representative expiring June 30, 2023 (Administration)

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Airport Economic Development Grant Application

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Manager

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Acceptance of an Airport Economic Development Grant for the construction of additional aircraft apron for MTSU Airport Campus area and Taxiway E serving aircraft operations on the north end of the Murfreesboro Municipal Airport.

## Staff Recommendation

Approve a TDOT grant for 90% reimbursement up to $1,000,000 for economic development at the Airport.

## Background Information

The Airport was awarded an Airport Economic Development Grant for the expansion of the MTSU Airport Campus aircraft parking apron area and the construction of Taxiway E. Taxiway E will serve the aircraft operations on the north end of the airport. Proposed improvements are included in 2013 Airport Layout Plan Update. The Grant is for two years and provides 90% funding for certain types of improvements, with the remaining 10% to be funded by the City.

Today there are over 1,000 students enrolled in the MTSU Aerospace program and over 93 people are employed as professors, instructors, and support staff on the MTSU Airport campus at the airport. This project is key to continued development of additional hangars, classrooms, and lab facilities that will be constructed over the next several years. MTSU is estimated to employ up to 117 people at the airport by 2025.

## Council Priorities Served

*Improve economic development*

Assistance by State grant funding in instrumental in improving the economic benefit the Airport contributes to the community.

*Expand infrastructure*

Improvements to the Airport expand the City's aviation infrastructure and provide enhanced service to Airport users.

**Fiscal Impact**

Total costs for the proposed project is estimated to be no more than $1,600,000. The TDOT grant is expected to cover between 63-80% of the overall cost of the project. Staff will work with its engineering firm to maximize utilization of the grant funds.

**Attachments**

Award letter from Tennessee Aeronautics Division

**STATE OF TENNESSEE**
**DEPARTMENT OF TRANSPORTATION**
**AERONAUTICS DIVISION**
607 HANGAR LANE
NASHVILLE, TENNESSEE 37217
(615) 741-3208

**CLAY BRIGHT**
COMMISSIONER

**BILL LEE**
GOVERNOR

January 10, 2020

Chad L. Gehrke
City of Murfreesboro
Murfreesboro Municipal Airport
1930 Memorial Boulevard
Murfreesboro, TN 37129

Re: Aeronautics Economic Development Fund

Dear Mr. Gehrke:

Congratulations on your 2020 Aeronautics Economic Development Fund grant award. A maximum grant of $1,000,000.00 has been approved for the Murfreesboro Municipal Airport project.

The development strategy for this fund is to impact job creation and investment opportunities in Tennessee's aviation industry. We are pleased to provide funding for this economic development project. Our aviation facilities are critical to the economic development of communities across the state.

This is a reimbursable grant program. A reimbursable grant means that the grantee will (1) spend dollars as agreed upon in the contract for eligible activities, (2) submit respective receipts and other documentation, and then (3) receive reimbursement from TDOT. Please remember that expenditures must occur after the grant contract is executed and within the grant period to be reimbursable. TDOT Aeronautics will contact you during contract preparation to finalize the project scope and contract terms.

Please feel free to contact me if you have any questions regarding the grant award. I can be reached directly at (615) 741-7864 or via email at michelle.frazier@tn.gov.

Sincerely,

Michelle Frazier
Director of Aeronautics
Tennessee Department of Transportation

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** FY 2020 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Melissa B. Wright

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☐ |
| Direction | ☐ |
| Information | ☒ |

## Summary

Notification to Council of City Manager approved budget amendments.

## Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Unforeseen

In November, Council approved a one-month health insurance holiday. Move $829,600 from departments Hospital & Health Insurance and Dental Insurance to Unforeseen.

Other General Government

There has been a larger than budgeted number of employees who have retired during this year. Move $720,000 from Unforeseen to Retiree Benefit Payout and benefits.

Parks and Recreation

Replace existing pool tables at the Senior Center with commercial grade tables. Move $24,500 from Parks & Recreation Furniture & Fixtures to Senior Center Furniture & Fixtures.

Human Resources

A remodel of the HR offices is needed to better accommodate staff. Move $26,200 from Facilities Maintenance Contractual Services to Human Resources Buildings Expense.

Administration

The Public Work's division was created, and the Executive Director is located within the City Manager's Office. Move $47,812 from Street Part-Time – Regular Employee Wages to Administration Salaries & Benefits.

## Council Priorities Served

*Responsible budgeting*

Inter-Fund budget amendments reallocate resources in an efficient manner.

**Fiscal Impact**

The transfers within the General Funds will have no effect on fund balance.

**Attachments**

Detailed Inter-Fund Budget Requests

City of MURFREESBORO TENNESSEE

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## Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | Various - See Attached List | Org | 10130008 |
| Object | Various - See Attached List | Object | 599909 |
| Acct Name | Various - See Attached List | Acct Name | Unforeseen Contingencies |
| Amount | $ 829,600.00 | | |

Explanation: Excess funds from the insurance holiday are being transferred from Health Insurance and Dental Insurance to Unforeseen.

Department Head Signature — Date

Amanda DeRosia — 01/28/2020

Reviewed by Finance — Date

Approved [✓]

Declined [ ]

City Manager — Date 1.31.20

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

| | OBJECT 514200 | OBJECT 514203 | |
|---|---|---|---|
| **Sum of Employer Amount** | **Column Labels** | | |
| **Row Labels** | **HEALTH INSURANCE** | **DELTA DENTAL INSURANCE** | **Grand Total** |
| 10110007 | 6,488 | 242 | 6,730 |
| 10111007 | 10,746 | 479 | 11,225 |
| 10112007 | 10,082 | 621 | 10,703 |
| 10114007 | 8,619 | 395 | 9,014 |
| 10115007 | 6,665 | 307 | 6,972 |
| 10116007 | 19,616 | 772 | 20,387 |
| 10117007 | 5,306 | 190 | 5,496 |
| 10118007 | 6,319 | 428 | 6,747 |
| 10119007 | 9,869 | 464 | 10,333 |
| 10120007 | 6,777 | 296 | 7,073 |
| 10125007 | 18,993 | 907 | 19,900 |
| 10210007 | 250,260 | 11,342 | 261,602 |
| 10211007 | 214,167 | 9,325 | 223,493 |
| 10212007 | 22,522 | 1,064 | 23,586 |
| 10312007 | 15,185 | 684 | 15,869 |
| 10313307 | 6,162 | 395 | 6,557 |
| 10313317 | 11,013 | 585 | 11,598 |
| 10314007 | 40,543 | 1,768 | 42,311 |
| 10315007 | 46,687 | 2,066 | 48,753 |
| 10315117 | 426 | 18 | 444 |
| 10413007 | 58,257 | 2,693 | 60,950 |
| 10413507 | 6,860 | 395 | 7,255 |
| 10414207 | 11,052 | 549 | 11,600 |
| 10414217 | 950 | 51 | 1,001 |
| **Grand Total** | **793,563** | **36,038** | **829,600** |

Total available to transfer to Unforeseen

City of MURFREESBORO
TENNESSEE
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## Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 513300 |
| Acct Name | Unforeseen Contingencies | Acct Name | Benefit Payout |
| Amount | $ 566,672.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 514100 |
| Acct Name | Unforeseen Contingencies | Acct Name | Social Security Tax |
| Amount | $ 44,757.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 514200 |
| Acct Name | Unforeseen Contingencies | Acct Name | Hospital and Health Insurance |
| Amount | $ 17,266.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

# Inter-Fund Budget Amendment Request

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 514203 |
| Acct Name | Unforeseen Contingencies | Acct Name | Dental Insurance - Delta |
| Amount | $ 682.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 514300 |
| Acct Name | Unforeseen Contingencies | Acct Name | Defined Benefit Plan |
| Amount | $ 89,351.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10130008 | Org | 10130007 |
| Object | 599909 | Object | 514301 |
| Acct Name | Unforeseen Contingencies | Acct Name | Defined Contribution Plan |
| Amount | $ 1,272.00 | | |

Explanation: There has been a larger than budgeted number of retirees.

Department Head Signature _____ Date _____

Amanda DeRosia
Reviewed by Finance

01/28/2020
Date

Approved ☑

Declined ☐

City Manager

1.31.20
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

City of MURFREESBORO TENNESSEE

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## Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10413009 | Org | 10413509 |
| Object | 594901 | Object | 594901 |
| Acct Name | Fixed Assets Furniture & Fixtures | Acct Name | Fixed Assets Furniture & Fixtures |
| Amount | $ 24,500.00 | | |

Explanation: The existing pool tables at the Senior Center are not commercial grade and have seriously deteriorated to the point that they are approaching the point of unplayability. Will replace with commerical grade tables that can withstand heavy usage .

Department Head Signature — Date: 1/27/2020

Reviewed by Finance — Date: 01/29/2020

Approved ☑

Declined ☐

City Manager — Date: 1.31.20

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

City of MURFREESBORO TENNESSEE

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## Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10120008 | Org | 10118009 |
| Object | 520000 | Object | 592000 |
| Acct Name | Contractual Services | Acct Name | Buildings Expense |
| Amount | $ 26,200.00 | | |

Explanation: Human Resources requires a remodel of their office layout to better accommodate staff and storage needs.

Department Head Signature — Date: 2/21/20

Reviewed by Finance — Date: 02/21/2020

Approved ☑

Declined ☐

City Manager — Date: 3/2/2020

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

City of MURFREESBORO TENNESSEE

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## Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10315007 | Org | 10111007 |
| Object | 512100 | Object | 511100 |
| Acct Name | Part-Time - Regular Employee Wages | Acct Name | Salary - Full-Time - Regular |
| Amount | $ 33,662.00 | | |

Explanation: Addition of a Public Works Executive Director under the City Manager's Office.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10315007 | Org | 10111007 |
| Object | 512100 | Object | 514100 |
| Acct Name | Part-Time - Regular Employee Wages | Acct Name | Social Security Tax |
| Amount | $ 2,575.00 | | |

Explanation: Addition of a Public Works Executive Director under the City Manager's Office.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10315007 | Org | 10111007 |
| Object | 512100 | Object | 514200 |
| Acct Name | Part-Time - Regular Employee Wages | Acct Name | Hospital and Health Insurance |
| Amount | $ 5,849.00 | | |

Explanation: Addition of a Public Works Executive Director under the City Manager's Office.

# Inter-Fund Budget Amendment Request

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10315007 | Org | 10111007 |
| Object | 512100 | Object | 514203 |
| Acct Name | Part-Time - Regular Employee Wages | Acct Name | Dental Insurance - Delta |
| Amount | $ 205.00 | | |

Explanation: Addition of a Public Works Executive Director under the City Manager's Office.

| Move funds from: | | Move funds to: | |
|---|---|---|---|
| Org | 10315007 | Org | 10111007 |
| Object | 512100 | Object | 514300 |
| Acct Name | Part-Time - Regular Employee Wages | Acct Name | Defined Benefit Plan |
| Amount | $ 5,521.00 | | |

Explanation: Addition of a Public Works Executive Director under the City Manager's Office.

Department Head Signature — Date: 3/3/20

Amanda DeRosia
Reviewed by Finance — Date: 03/05/2020

Approved ☑

Declined ☐

City Manager — Date: 3.6.20

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Hotel/Motel Occupancy Tax Examination

**Department:** Finance

**Presented by:** Melissa Wright

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Engage outside CPA firm to perform examination of hotel/motel tax collections.

## Staff Recommendation

Approve engagement with The MG Group, P.C. for July 2017 through March 2020.

## Background Information

The City and Rutherford County are partnering to have all hotel/motel and known B&B's examined at a cost of $800 per hotel/motel and $400 per B&B. The fee proposed is only available if both entities engage the firm and the examinations are done together.

This firm regularly performs this examination for other government entities, and the City successfully worked with the partner of the firm on our first occupancy tax examination several years ago.

## Council Priorities Served

*Responsible budgeting*

Performing regular examinations of occupancy tax collections assists the City in ensuring taxes paid by visitors to our City are properly returned to the City.

## Fiscal Impact

The fiscal impact is expected to be approximately $33,600 at the rates stated above and was included in the FY20 budget.

## Attachments

Occupancy Tax Engagement Agreement

The MG Group, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

January 31, 2020

Melissa Wright, CMFO
City Recorder
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37133

Dear Ms. Wright:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Murfreesboro.

We will examine each entity designated by you subject to the occupancy tax of the City of Murfreesboro to determine each entity's compliance with the laws and regulations concerning the occupancy tax of the county and verify the hotel-motel tax paid by each entity's operators to the City of Murfreesboro was in compliance with these statutes for a thirty-four month period beginning July 2017 through March 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, our examination will include tests of each entity's records, and other procedures we consider necessary to enable us to express an opinion as to whether each entity is in compliance with those rules and regulations. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

This engagement is solely to assist the City of Murfreesboro in determining that the amount of hotel-motel tax paid by each entity's owners is being computed and reported correctly.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

We understand that the City of Murfreesboro and the entities subject to examination under the occupancy tax laws and regulations will provide us with the basic information required for our examination and that the City and these entities are responsible for the accuracy and completeness of that information. We may advise you and the entities subject to the tax about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with the City of Murfreesboro and the entities being examined.

All exchange of financial data, records or other documents by the City of Murfreesboro with MG

515 NW Atlantic Street, Tullahoma, Tennessee 37388
16053 Rankin Avenue, Dunlap, Tennessee 37327
Phone (931) 393-3307 Fax (931) 563-5585

Group, P.C., and all exchanges of information, knowledge or audit methodology by MG Group, P.C. to the City of Murfreesboro is considered confidential to both parties to the extent permissible under Tennessee Law. The City of Murfreesboro and MG Group, P.C. agree that information will not be communicated to any party other than those represented in this contract, except to the extent required by law.

We will submit a report on each entity examined. This report is intended solely for the use of the City of Murfreesboro and is not suitable for any other purpose.

We plan to begin our examination on or about April 16, 2020 and unless unforeseeable problems are encountered, the engagement should be completed by August 31, 2020.

Our fees for these services will be $800 per hotel, motel or campground and $400 for B & B's and dwellings with fewer than four rooms when the examination is conducted along with a Rutherford County examination. Any additional time testifying in court or providing information for court proceedings will be billed to you at a rate of $175.00 per hour. Our invoices will be rendered at the time each report is completed for an individual entity and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely yours,

*Melissa McGee*

Melissa McGee, CPA, CMFO
Managing Partner

**MG CPA Group**
**Tullahoma, Tennessee**

melissa@MGGroupinc.net

Accepted by:

_____

_____

Title and Date

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Mandatory Referral for Sanitary Sewer Easement Dedication at Richard Siegel Park

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Consider request to dedicate a sanitary sewer easement on the Richard Siegel Park property.

## Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on March 11, 2020.

## Background Information

In this mandatory referral [2020-706], Council is being asked to consider the dedication of a sanitary sewer easement on the Richard Siegel Park property south of Cherry Lane. This easement is needed for the construction of a sanitary sewer line to serve a property to the north across Cherry Lane identified as 504 Cherry Lane, which was annexed and zoned to RSA-2 (Single-Family Residential Attached, Suburban Townhouse) in 2019. During the annexation process, it was identified that access to sanitary sewer for this property would be through the park property. The Parks and Recreation Department has reviewed this request and has approved the location of the proposed easement. In addition, the contractor for the project will be required to repair any damage to the park property.

## Council Priorities Served

*Improve Economic Development*

The dedication of this easement will enable the development of a new single-family residential attached neighborhood.

*Expand Infrastructure*

The dedication of the easement will enable the construction a new sanitary sewer line.

## Attachments:

1. Memorandum from Legal Department
2. Exhibit depicting proposed easement

# MEMORANDUM
# CITY OF MURFREESBORO
# LEGAL DEPARTMENT

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**TO:** Chair Jones and Members of the Planning Commission

**FROM:** David A. Ives, Deputy City Attorney

**DATE:** March 5, 2020

**RE:** Sanitary Sewer Line Easement

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**OTHER BUSINESS FOR MARCH 11, 2020**
**MANDATORY REFERRAL**

Providing sanitary sewer service to the Siegel Landing Townhouse project on the north side of Cherry Lane, across from the Siegel Soccer Park, requires an easement across the soccer park as shown on the attached drawing. The contractor for the project will be required to repair the land that is disturbed, including parking lots, when installation of the sewer line is complete, and will be required to post a bond to assure performance.

The Parks and Recreation Department has approved the location of this line crossing the Park.

I request your recommendation to City Council that this Declaration of Easement be approved.

I will be happy to answer any questions.

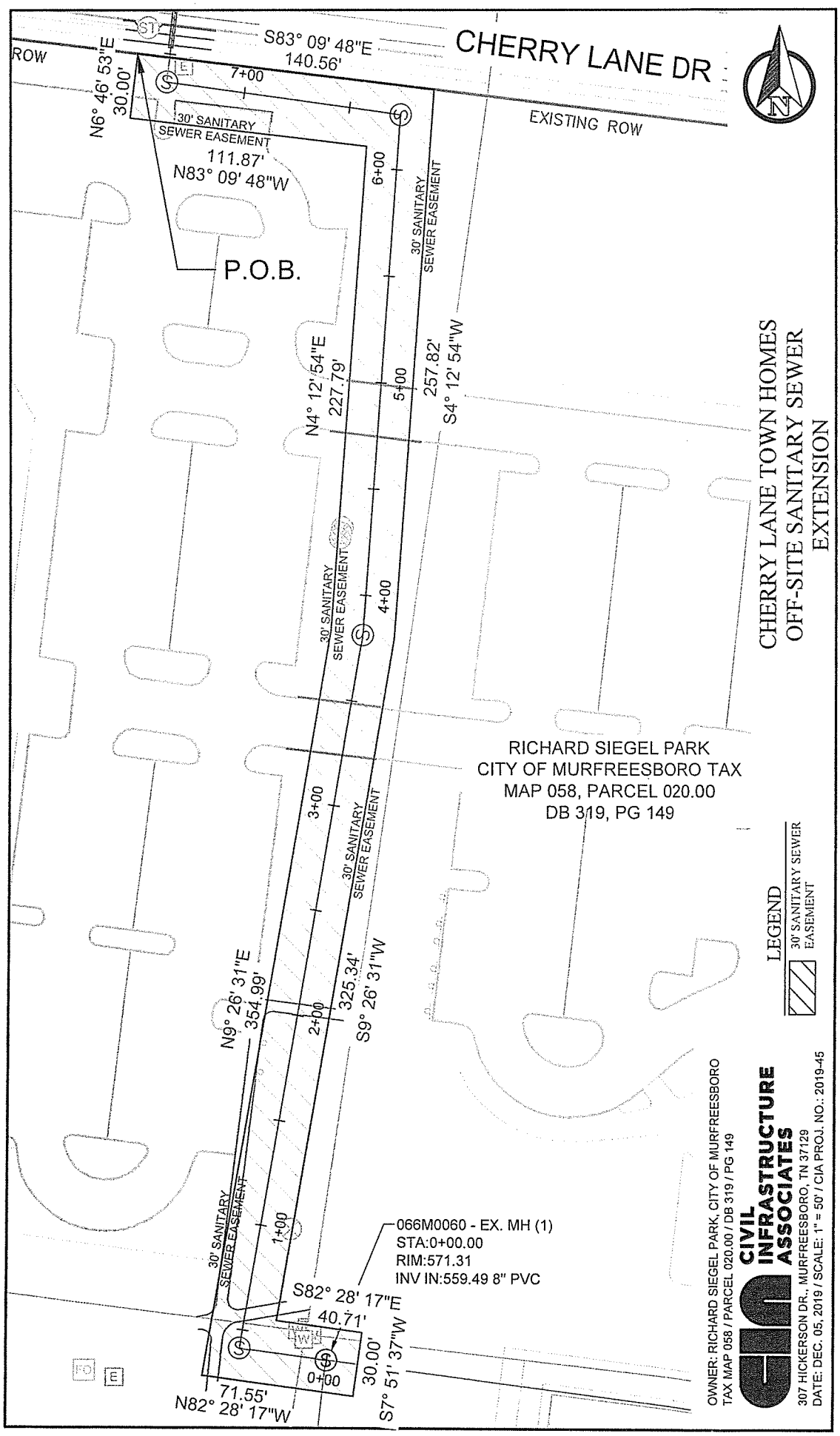
CHERRY LANE DR
EXISTING ROW
ROW
S83° 09' 48"E
140.56'
N6° 46' 53"E
30.00'
7+00
30' SANITARY SEWER EASEMENT
111.87'
N83° 09' 48"W
P.O.B.
6+00
5+00
4+00
3+00
2+00
1+00
0+00
N4° 12' 54"E
227.79'
257.82'
S4° 12' 54"W
N9° 26' 31"E
354.99'
325.34'
S9° 26' 31"W
066M0060 - EX. MH (1)
STA:0+00.00
RIM:571.31
INV IN:559.49 8" PVC
S82° 28' 17"E
40.71'
30.00'
S7° 51' 37"W
71.55'
N82° 28' 17"W
CHERRY LANE TOWN HOMES
OFF-SITE SANITARY SEWER
EXTENSION
RICHARD SIEGEL PARK
CITY OF MURFREESBORO TAX
MAP 058, PARCEL 020.00
DB 319, PG 149
LEGEND
30' SANITARY SEWER EASEMENT
OWNER: RICHARD SIEGEL PARK, CITY OF MURFREESBORO
TAX MAP 058 / PARCEL 020.00 / DB 319 / PG 149
CIVIL INFRASTRUCTURE ASSOCIATES
307 HICKERSON DR., MURFREESBORO, TN 37129
DATE: DEC. 05, 2019 / SCALE: 1" = 50' / CIA PROJ. NO.: 2019-45

**EXHIBIT A**

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** City of Murfreesboro Interior Remodel

**Department:** Police Department

**Presented by:** Greg McKnight

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Interior remodel of offsite office space for Murfreesboro Police Department.

## Staff Recommendation

Approval of the construction contract with Rice Construction, LLC in the amount of $177,785.00.

## Background Information

The remodel will accommodate current staff increases and provide space for future growth.

## Council Priorities Served

*Expand infrastructure*

The interior remodel will yield more office space and create a more productive work environment within the offsite office space. The Police Department will be able to better accommodate officers and increase response time to better serve the residents of Murfreesboro.

## Fiscal Impact

The project is funded from the FY17 bond issuance and supplemented from the Police Department restricted state felony fund. Rice Construction was awarded the project with a bid of $177,785.

## Attachments

Construction Contract

Notice of Award Letter

Recommendation of Award Letter

**AMENDMENT #1**

**CONTRACT – CID OFFICES, CITY OF MURFREESBORO, TENNESSEE**

This agreement amends the bid the City of Murfreesboro received on February 5, 2020 titled "CID Offices" by Rice Construction Co., LLC. Rice Construction Co., LLC's bid amount is $174,785. The Contractor was informed verbally by City staff that performance and payment bonds would not be required as part of Rice Construction Co., LLC's bid. At the City's request, Rice Construction Co., LLC's bid will be increased by $3,000, the bond cost. The amended contract value is $177,785.

The undersigned agree to amend the bid as referenced above. All other terms and conditions set forth in the original contract documents shall remain in effect for the duration of the contract.

**OWNER:** **City of Murfreesboro, Tennessee**

**By:** Greg McKnight

**Title:** Director of Project Development & Interim Planning Director 3/2/2020

**CONTRACTOR: Rice Construction Co., LLC**

**By:** Tim Rice

**Title:** Owner

**Approved as to Form:**

**By:** Adam Tucker

**Title:** City Attorney 3/2/2020

**SECTION 00510**
**NOTICE OF AWARD**

**Date of Issuance:** _____

**Owner:** City of Murfreesboro **Owner's Contract No.:** _____

**Engineer:** Griggs & Maloney, Inc. **Engineer's Project No.:** 226-177

**Project:** C.I.D. Offices

**Bidder:** Rice Construction Co., LLC

**Bidder's Address:** 2327 Gravett St.

Murfreesboro, Tennessee 37129

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated February 5, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the: C.I.D. Offices.

The Contract Price of the awarded Contract is: $177,785 based on the bid submitted on February 5, 2020 and Amendment dated March 2, 2020.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents (except Drawings) accompany this Notice of Award.

[3] sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s), the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6, and Supplementary Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____

*Authorized Signature*

By: _____

Title: _____

Copy: Engineer

**END OF SECTION 00510**

**SECTION 00520**

**AGREEMENT**
**BETWEEN OWNER AND CONTRACTOR**
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**THIS AGREEMENT** is dated as of the _____ day of _____ in the year of 2020, by and between the City of Murfreesboro ("Owner") and _____ ("Contractor").

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Constructing new hardwall offices within the existing C.I.D. Building space. Contracted work to include demolition, framing, sheet rock, painting, and drop ceiling grid and tile, new HVAC system, lighting, power, minor duct work, communications and data conduit, restrooms, relocating stairs, and reconfiguration of the mezzanine storage area.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Griggs & Maloney, Inc.; P.O. Box 2968, Murfreesboro, Tennessee 37133.

3.02 The Owner has retained Griggs and Maloney, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 90 days after the date contract times commence to run as provided in Paragraph 4.01 of the General Conditions and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract time commences to run.

B. Substantial Completion is defined by the complete and accepted installation of the standing seam metal roof. All other work must be complete and ready for final payment within 90 days.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones, if any, not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner $250.00 if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work is as follows:

_____

(Figures)

_____

(Words)

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due, as provided in Article 15 of the General Conditions, shall bear interest at 3 percent annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Performance bond.
3. Payment bond.
4. General Conditions (pages 1 to 65, inclusive; Specification Section 00700).
5. Supplementary Conditions Section 00800 and Supplementary Conditions Section 00801. In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. If there is any conflict between the terms of the General Conditions and the Supplementary Conditions, the Supplementary Conditions shall govern.
6. Specifications as listed in the table of contents of the Project Manual, including Appendices.
7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: C.I.D. Offices.
8. Addenda (Specification Section 00900).
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
   b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 No-Damage-For-Delay.

A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 No Third-Party Beneficiaries.

A. There are no intended third-party beneficiaries to the Contract

10.08 Indemnification.

A. Contractor shall defend, hold harmless and indemnify Owner and Engineer, and each of their respective officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.

10.09 Amendments.

A. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written, properly signed instrument by the parties duly authorized representative. This requirement includes all change orders, which shall not arise under any other circumstances, including verbally, cumulatively, or by any course of conduct. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.

10.10 Choice of Law.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes will be resolved in accordance with Addendum B of the Supplementary Conditions. Provided, if any litigation arising under the Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United Stated District Court for the Middle District of Tennessee.

10.11 Integration.

A. This Agreement, which includes all Contract Documents as identified herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

10.12 Counterparts.

A. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

**OWNER:** **City of Murfreesboro, Tennessee**

**By:** _____
Shane McFarland

**Title:** Mayor

**CONTRACTOR:**

**By:** _____

**Title:** _____

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Approved as to Form:

**By:** _____
Adam Tucker

**Title:** City Attorney

**Attest:** _____

**Title:** _____

**Address for giving notices:**

_____

_____

_____

**Address for giving notices:**

_____

_____

_____

**License No.:** _____
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**END OF SECTION 00520**

# CITY OF MURFREESBORO
## CID Offices

## Bid Opening Meeting
## February 5th, 2020 – 2:00 PM

****PROVIDE ALL REQUESTED INFORMATION AND PRINT LEGIBLY****

| COMPANY NAME and REPRESENTATIVE | EMAIL/TELEPHONE # | PRINT NAME | SIGNATURE |
|---|---|---|---|
| City Of Murfreesboro<br>Shaun Knight | sknight@murfreesborotn.gov | Shaun Knight | |
| Lyn Bowman<br>Affinity Builders | affinitybldrs@gmail.com | Lyn Bowman | |
| Greg McKnight<br>CITY | gregmcknight@murfreesborotn.gov | Greg McKnight | |
| Tim Rice<br>Rice Construction | rice construction@gmail.com | Tim Rice | |
| John Campbell<br>Kerry G. Campbell, Inc. | jcampbell@kerrygcampbell.com<br>615-242-0001 | John Campbell | |
| Ryan Maloney<br>Griggs & Maloney | rmaloney@griggsandmaloney.com | Ryan Maloney | |
| | | | |
| | | | |

**Admin Department**

**Opened February 5th, 2020**

# Bid Tabulation Sheet
# For
# CID Offices

| Name | Price | Iran Divestment | References | Signature Sheet | Non-Collusion/ Drug-Free | GC License |
|---|---|---|---|---|---|---|
| AFFINITY BUILDERS | $238,259 | ✓ | N/A | N/A | ✓ | ✓ |
| | | | | | | |
| RICE CONST. | $174,785 | ✓ | N/A | N/A | ✓ | ✓ |
| | | | | | | |
| KERRY Campbell | $224,300 | ✓ | N/A | N/A | ✓ | ✓ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Recommend Award to:

Amount of:

Bid Opened by: Shaun Knight, Purchasing Analyst

Department Head Signature: _____ Date: _____

GRIGGS & MALONEY
INCORPORATED
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

March 3, 2020

Mr. Greg McKnight
City of Murfreesboro
111 West Vine Street, 1st Floor
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

**RE: CID OFFICES - CITY OF MURFREESBORO**
**RECOMMENDATION FOR AWARD**
**G&M FILE #226-177**

Dear Ron:

On February 5, 2020 at 2:00 P.M., bids were opened for the above referenced project. Three bids were received and subsequently opened and read aloud in Room 218 of Murfreesboro City Hall. The bid tabulation and attendance record are enclosed. The bids ranged from a high of $238,259 to the apparent low, responsive bid from Rice Construction Co., LLC of Murfreesboro, Tennessee in the amount of $174,785.

Please find enclosed the printout of the license information for this Bidder and Amendment #1 to the Contractor's Bid. The Contractor's license appears to be active and in order. Based on these items, we recommend award of the Contract for the lump sum bid in the amount of $177,785 to the apparent low bidder, Rice Construction Co., LLC. The Notice of Award Form is also attached. Please sign and return it to me if this award recommendation is acceptable to the City.

If you have any questions or concerns concerning this project, please do not hesitate to contact me at (615) 895-8221.

Sincerely,
**GRIGGS & MALONEY, INC.**

Ryan Maloney

Ryan Maloney, P.E.

Cc: Gary Whitaker – City of Murfreesboro
Jeff Keaton – City of Murfreesboro
Shaun Knight – City of Murfreesboro
Paul Boyer – City of Murfreesboro

Encl: Bid Tabulation
Contractor License Information
Notice of Award
Amendment #1

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Award for Upfitting Public Safety Vehicles and Performing Emergency Equipment Maintenance

**Department:** Murfreesboro Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Award of RFCSP for vehicle builds and electronic maintenance for public safety.

## Staff Recommendation

Approval to award public safety vehicle bids to Chrysler Dodge Jeep Ram of Columbia and On-Duty Depot.

Approve the award of vehicle equipment and radio infrastructure maintenance to Nashville Communications.

## Background Information

MPD issued an RFCSP on February 19, 2020 for vendor selection to upfit Police and Fire Rescue vehicles with emergency equipment and technology. Bid responses were received on March 6, 2020. After evaluation, Chrysler Dodge Jeep Ram of Columbia and On-Duty Depot were chosen as the vendors for upfitting vehicles. Nashville Communications was chosen as the vendor for vehicle emergency equipment and infrastructure maintenance.

All awards will be pending legal review and contract signing.

## Council Priorities Served

*Maintain public safety*

The awarding of the RSCSP will allow for the timely upfitting of public safety vehicles and for the maintenance of our legacy radio infrastructure.

## Fiscal Impact

The costs are dependent upon work performed and is currently budgeted and funded with either capital or operational funding previously approved.

## Attachments

Bid Tabulation Sheet

**Police Department** **Opened March 6th, 2020**

# Bid Tabulation Sheet
# For
# RFCSP-21-2020 – Communications Systems & Electronic Equipment CSP

| Contractors | Price | Iran Divestment | References | Signature Sheet | Non-Collusion/ Drug-Free | GC License |
|---|---|---|---|---|---|---|
| Nashville Communications | N/A | Yes | Yes | N/A | Yes/N/A | N/A |
| | | | | | | |
| Truckers Lighthouse | N/A | Yes | Yes | N/A | Yes/N/A | N/A |
| | | | | | | |
| Columbia Chrysler & Doge | N/A | Yes | Yes | N/A | Yes/N/A | N/A |
| | | | | | | |
| On-Duty Depot | N/A | Yes | Yes | N/A | Yes/N/A | N/A |
| | | | | | | |
| | | | | | | |

Recommend Award to: Category 1: Columbia Chrysler & Dodge & On-Duty Depot / Category 2: Nashville Communications

Amount of: Columbia Chrysler Package 1.1: $1200 Ea. / On-Duty Depot Package 1: $1599 / Nashville Communications: $100 per hour for Category 2 and 3 maintenance. See proposals for cost breakdown

Bid Opened by: Shaun Knight / Purchasing Analyst

Department Head Signature: _____ Date: _____

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Request for Competitive Sealed Proposals for Dispatch Protocol Software

**Department:** Murfreesboro Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Issue Request for Competitive Sealed Proposals for Dispatch Protocol Software.

## Staff Recommendation

Approve the issuance of RFCSP.

## Background Information

In addition to our computer-aided dispatch system, the Protocol Software will allow for a standardized call taking process and provide quality control for training and improvements. The software is specialized for Law Enforcement, Fire Rescue and Medical call taking situations.

## Council Priorities Served

*Maintain public safety*

Improves the manner and level of service provided to individuals requiring services. Provides the department with quality control measures to ensure proper levels of service are being performed.

## Fiscal Impact

This software is budgeted and funded within the prior and current CIP funding

## Attachments

None

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** 700Mhz Digital radio System Maintenance Contract

**Department:** Murfreesboro Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

**Summary**

Software Upgrade (SUA) and Maintenance Agreement with Motorola for the 700Mhz Digital Trunked Radio System.

**Staff Recommendation**

Approve the SUA and Maintenance Agreement with Motorola for the radio system.

**Background Information**

Council approved the purchase of the 700Mhz digital radio system in 2017 and the implementation process began at tower sites and the new communications area at Police Headquarters. Once communications became fully operational, the radio system was completed, and the process is now at the system acceptance stage. As the system is accepted, we will move into the warranty and maintenance stage. This agreement will take effect in January 2021 with the first payment due at that time.

**Council Priorities Served**

*Responsible budgeting*

This agreement allows for fixed costs on future upgrades and maintenance needs. All updates and support for the 700Mhz system will be included in this agreement.

*Maintain public safety*

The radio system allows for expanded service to Public Safety departments and will allow for other departments to use the system for enhanced operability in emergency situations.

**Fiscal Impact**

The contract price of $802,672 is budgeted in FY20 and the continuing costs will be budgeted for future years in the term.

**Attachments**

Murfreesboro SUA and Maintenance Agreement

**SUAII and Maintenance Purchase Agreement**

Motorola Solutions, Inc. ("Motorola") and the City of Murfreesboro, Tennessee ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

## Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

| | |
|---|---|
| Exhibit A | Motorola "Software License Agreement" |
| Exhibit B | Motorola Proposal dated 01-Nov-2018 |
| | B-1 "Lifecycle and SUAII Statement of Work" dated 01-Nov-2018 |
| Exhibit C | Payment Schedule |

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.10. “Service” or “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

2.11. “SUA” or “SUAII” means Motorola’s Software Upgrade Agreement program.

2.12. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

**Section 3 ACCEPTANCE**

Customer accepts these Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

**Section 4 SCOPE OF AGREEMENT AND TERM**

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibits B, B-1, and B-2.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.5 INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for ten (10) years.

4.7 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer’s personnel to maintain contact, as needed, with Motorola

**Section 5 MAINTENANCE AND SUPPORT SERVICES**

5.1 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in Exhibit B-1.

5.2 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

5.3 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

5.4 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

5.5 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

## Section 6 EXCLUDED SERVICES

6.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

6.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## Section 7 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement and/or SOW. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 8 CONTRACT PRICE, PAYMENT AND INVOICING

8.1 Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola each year of this Agreement. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary information to include on invoices for payment per this Agreement.

8.2 CONTRACT PRICE. The Contract Price in U.S. dollars is $6,528,991.00. Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

8.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

8.4 INFLATION ADJUSTMENT. At the end of the first year of this service and each year after, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). If the annual inflation rate increases greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

8.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

## Section 9 WARRANTY

9.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

9.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-2.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship

Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10 DEFAULT AND TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

10.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

10.3 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two-year cycle if a major system release has been implemented before the point of termination.

## Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 12 CONFIDENTIALITY AND PROPRIETARY RIGHTS

12.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Tennessee law and this Agreement.

12.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of

the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

## Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

## Section 16 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

16.1. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

16.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

16.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

16.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

16.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In

addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon

execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

17.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 8 (Contract Price and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 16 (Disputes); Section 14 (Limitation of Liability); and Section 12 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

The Parties hereby enter into this Agreement as of the Effective Date.

| **Motorola Solutions, Inc.** | **City of Murfreesboro, Tennessee** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**Exhibit A**
**MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Murfreesboro, Tennessee ("Licensee").

For good and valuable consideration, the parties agree as follows:

## Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

## Section 2 SCOPE

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8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee

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**Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

**Section 12 NOTICES**

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13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## Exhibit C

## Payment Schedule

Notes:
* Pricing is based on a ten (10) year contract executed in 2018.
* Invoicing will occur at the beginning, (Jan 1st), of each contract period.

# LIFECYCLE SUSTAINMENT SERVICES

## FIRM OFFER

MOTOROLA SOLUTIONS

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MOTOROLA

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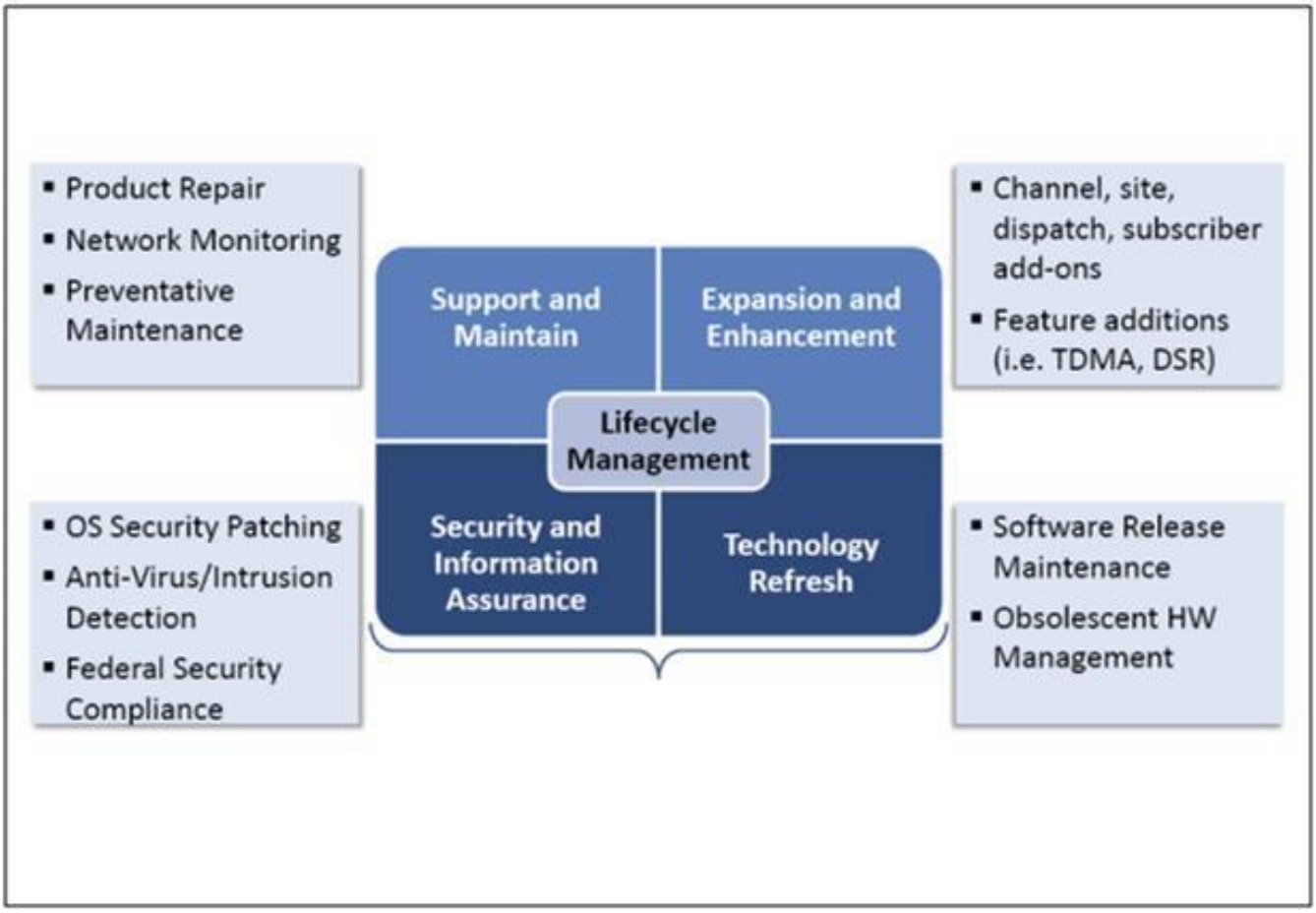
SECTION 1

# LAND MOBILE RADIO LIFECYCLE SUSTAINMENT

## 1.1 OVERVIEW

Lifecycle management of The City of Murfreesboro Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up-to-date. Throughout the lifecycle of The City of Murfreesboro LMR network, maintenance and sustainment activities will be required. (Refer to the diagram below.)

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services The City of Murfreesboro LMR network will be able to support your communications requirements well into the future.



The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to The City of Murfreesboro. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

## 1.2 SYSTEM UPGRADE AGREEMENT II

In order to keep The City of Murfreesboro LMR system current, Motorola Solutions offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update The City of Murfreesboro ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

### Included features

| Features Descriptions | SUA II |
|---|---|
| Incremental Software Enhancements (Bug Fixes) | ✓ |
| Software Release Updates | ✓ |
| Hardware Refresh | ✓ |
| Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components | ✓ |
| Professional implementation services to upgrade your live system | ✓ |

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at The City of Murfreesboro site to execute upgrade.

## 1.3 SECURITY UPDATE SERVICE

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to The City of Murfreesboro ASTRO 25 network, disrupting mission-critical communications and putting The City of Murfreesboro first responders and citizens at risk. Motorola Solutions' Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with The City of Murfreesboro ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

| Security Update Service Services | SUS |
|---|---|
| Anti-virus Definition and Intrusion Detection Update | ✓ |
| 3rd party security patches (Motorola Solutions lab-tested patch release) | ✓ |

- Anti-virus definitions and intrusion detection sensor updates for Motorola Solutions supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions' software service packs that may be available.

### 1.3.1 Delivery Methods

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

**SUS Delivery Methods**

| Patch Delivery Method | Download Responsibility | Installation Responsibility | Reboot Support |
|---|---|---|---|
| **SUS (Self-Installed )** | Customer | Customer | *Option |
| **Remote SUS** | | | |
| **On-Site Delivery of SUS** | | | *Option |

## Packages for ASTRO 25 Systems

| Packages | SUS (Self Installed) | RSUS | On-Site Delivery of SUS | Reboot Support |
|---|---|---|---|---|
| Essential / + | ✓ | | | Optional |
| Advanced / + | ✓ | ✓ | Optional | Optional |
| Premier | ✓ | ✓ | Optional | Included |

### SUS

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to The City of Murfreesboro. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. The download and deployment of these updates to the ASTRO System will be the responsibility of The City of Murfreesboro.

### Remote Delivery of SUS (RSUS)

Motorola Solutions' dedicated staff will remotely install the required security updates and operating system patches onto The City of Murfreesboro radio network. Vulnerabilities from third party software are addressed as soon as the validations of recommended patches are completed. Motorola Solutions will also provide reports outlining updates made for The City of Murfreesboro team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform The City of Murfreesboro which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

### Reboot Support Delivery of SUS/RSUS

This enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola Solutions will deploy trained technicians to reboot servers and workstations at The City of Murfreesboro locations.

### On-Site Delivery of SUS

For convenience, a trained technician will be contacted to provide the complete patching service. The technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops at The City of Murfreesboro location.

SECTION 2

# LIFECYCLE STATEMENT OF WORK

The following SUA II Statement of Work fully describes the SUA II offering.

## ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

**1.0 Description of Service and Obligations**

1.1 As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola Solutions will provide applicable patches and service pack updates when and if available. Currently, Motorola Solutions' service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola Solutions' option, system releases may also include significant new feature enhancements that Motorola Solutions may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola Solutions' Systems Integration Test lab.

1.4 The price quoted for the SUAII requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.9 Motorola Solutions will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola Solutions, are eligible for full product replacement when necessary per the system release upgrade :

1.10.1 Servers
1.10.2 PC Workstations
1.10.3 Routers
1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

1.11.1 GTR 8000 Base Stations
1.11.2 GCP 8000 Site Controllers
1.11.3 GCM 8000 Comparators
1.11.4 MCC 7500 Console Operator Positions
1.11.5 STR 3000 Base Stations
1.11.6 Quantar Base Stations
1.11.7 Centracom Gold Elite Console Operator Interface Electronics
1.11.8 Centracom Gold Elite Central Electronics Banks
1.11.9 Ambassador Electronics Banks
1.11.10 Motorola Solutions Gold Elite Gateways
1.11.11 ASTROTAC Comparators
1.11.12 PSC 9600 Site Controllers
1.11.13 PBX Switches for Telephone Interconnect
1.11.14 NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.13 Motorola Solutions will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

1.14 As system releases become available, Motorola Solutions will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

1.14.1 Review infrastructure system audit data as needed.
1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
1.14.5 Program management support required to perform the certified system upgrade.
1.14.6 Field installation labor required to perform the certified system upgrade.
1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.

1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola Solutions will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

**2.0 Upgrade Elements and Corresponding Party Responsibilities**

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola Solutions responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.
2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
2.1.1.5 Inform Customer of high speed internet connection requirements.
2.1.1.6 Assign program management support required to perform the certified system upgrade.
2.1.1.7 Assign field installation labor required to perform the certified system upgrade.

2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola Solutions to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola Solutions responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola Solutions responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola Solutions responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola Solutions to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola Solutions with upgrade completion sign off.

**3.0 Exclusions and Limitations**

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Solutions Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola Solutions two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola Solutions is not responsible for management of anti-virus or other security applications (such as Norton).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

**4.0 Special provisions**

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola Solutions will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola Solutions will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola Solutions is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

# APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

| Platform Release | Certified Upgrade Paths | |
|---|---|---|
| **Pre-7.7** | **Upgrade to Current Release** | |
| **7.7** | | |
| **7.8** | | |
| **7.9** | | |
| **7.11** | NA | 7.14 |
| **7.13** | 7.14 | 7.15 |
| **7.14** | 7.15 | 7.16 |
| **7.15** | 7.16 | 7.17 |
| **7.16** | 7.17 | 7.19 (Planned) |
| **7.17** | 7.19 (Planned) | |

- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions' presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

# APPENDIX B - SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

| | |
|---|---|
| **Master Site Configuration** | |
| Master Site Configuration | **M2** |
| # of Master Sites | **1** |
| # of DSR Sites | |
| **System Level Features** | |
| ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR) | |
| MOSCAD NFM RTU (typically 1 per site location) | **6** |
| Network Management Clients | **2** |
| MOSCAD NFM / SDM Clients | **1** |
| Unified Network Services (UNS)<br>(ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR) | **1** |
| Telephone Interconnect | |
| InfoVista - Transport Network Performance Service (One per system) | |
| **Security Configuration** | |
| Firewalls | **4** |
| Intrusion Detection Sensors (IDS) | |
| Centralized Event Logging [SysLog] | **1** |
| Zone Core Protection (ZCP) | |
| Radio Authentication | |
| **RF Site Configuration** | |
| Simulcast Prime Sites (including co-located/redundant) | **1** |
| RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites) | **4** |
| GTR 8000 Base Stations | **40** |
| HPD Base Stations | |
| QUANTAR Base Stations | |
| STR 3000 Base Stations | |
| SmartX Site Converters | |
| **Dispatch Site Configuration** | |
| Dispatch Sites | **2** |
| Gold Elite Consoles | |
| MCC 7500 Dispatch Consoles | **26** |
| MCC 7100 Dispatch Consoles | |
| MIP 5000 Dispatch Consoles | |
| Archiving Interface Server | **2** |
| **Third Party Elements** | |
| NICE Logging recorders (IP, Telephony, or Analog) | |
| Verint Logging recorders (IP, Telephony, or Analog) | |
| Mach Alert FSA | |
| Genesis applications | **1** |

# APPENDIX C - ASTRO 25 SECURITY UPDATE SERVICE - STATEMENT OF WORK

**Security Update Service Overview**

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3rd party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola Solutions' Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola Solutions and Customer may be referred to herein individually as a "Party or together as "Parties."

## 1.0 Description of Security Update Services

Motorola Solutions shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola Solutions will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola Solutions has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola Solutions. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola Solutions obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola Solutions will obtain and test these updates on a quarterly basis.

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

## SUS Delivery Methods

| Patch Delivery Method | Download Responsibility | Installation Responsibility | Reboot Support |
|---|---|---|---|
| **SUS (Self-Installed )** | Customer | Customer | *Option |
| **Remote SUS** | | | *Option |
| **On-Site Delivery of SUS** | | | Included |

## Packages for L & M Cores

| Packages | **SUS (Self Installed)** | **RSUS** | **On-Site Delivery of SUS** | **Reboot Support** |
|---|---|---|---|---|
| Essential / + | ✓ | | | Optional |
| Advanced / + | ✓ | ✓ | Optional | Optional |
| Premier | ✓ | ✓ | Optional | Included |

**SUS**

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

**Remote Delivery of SUS (RSUS)**

Motorola Solutions' dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola Solutions will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

**Reboot Support Delivery of SUS/RSUS**
This optional enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola Solutions will deploy trained technicians to reboot servers and workstations at the customer locations.

**ON-SITE Delivery of SUS**
For convenience, a trained technician will be contacted to provide the complete patching service. At the customer location, the technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops.

## 2.0 Scope

Security Update Service supports the currently shipping Motorola Solutions ASTRO System Release (SR) and strives to support 4 releases prior. Motorola Solutions reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola Solutions. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola Solutions will determine, in its sole discretion, the third party software that is supported as a part of this offering.

**Antivirus updates** - Antivirus updates are released weekly. The target release for these updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

**Windows** - Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

**Windows 3rd Party updates** - for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

**RHEL** - Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

**VMware** - Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

**Solaris 10*** - Security updates are downloaded around the 15th of the 1st month of the quarter. This is when updates are released by Oracle. The Solaris 10 patch bundle is downloaded and used to prepare, test and vet the Solaris 10 Motopatch disk. The target release for the disk is by the last day of the quarter. We no longer patch Solaris 10 as this product has gone end of life for MSI. * EOL by MSI - only supported on 7.13 CPH RHEL and Solaris

**Oracle 11g*** - Security updates are downloaded the last week of the first month of the quarter. Whatever updates are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for Oracle 11gR1 and 11gR2 disks target to release by the last day of the quarter. *7.13 and prior releases thru 2017

**PostgreSQL*** - Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter. *7.14 and later major releases

**McAfee Patch Updates** - Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

**DOT HILL DAS Firmware disk** - Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

**Backport** – CPT provides the latest STIG updates in January of each calendar year. These STIG updates are applied to our test systems and after testing, released to our customers as our IA Backport Disk. Scheduled release dates are typically the end of the first quarter.

## 3.0 Motorola Solutions has the following responsibilities:

**3.1** Obtain relevant 3rd party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3rd party patches.covered by SUS. Motorola Solutions does not control when these updates are released, but current release schedules are listed for reference:

McAfee Antivirus definitions– Weekly

Microsoft PC and Server OS patches – Monthly

Solaris, RHEL OS, VMware hypervisor patches – Quarterly

Other 3rd party patches - Quarterly

**3.2** Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

**3.3** Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

**3.4** Address any issues identified during testing by working with Motorola Solutions selected commercial supplier and/or Motorola Solutions product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola Solutions' site.

**3.5** Pre-test STIG recommended remediation when applicable.

**3.6** Release all tested updates to Motorola Solutions' secure extranet site.


Use or disclosure of this proposal is subject to the restrictions on the cover page.

**3.7** Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.

**3.8** Include printable labels for customers who download the updates to CD's.

**3.9** Notify customer of update releases by email.

**3.10** A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

**4.0 The Customer has the following responsibilities:**

**4.1** Provide Motorola Solutions with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

**4.2** Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

**4.3** Provide means for accessing pre-tested files (Access to the extranet website).

**4.4** Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

**4.5** Implement recommended remediation(s) on customer system, as determined necessary by customer.

**4.6** Upgrade system to a supported system release as necessary to continue service.

**4.7** Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such case, Motorola Solutions reserves the right to charge an additional service fee for the remediation effort.

**4.8** Comply with the terms of the applicable license agreement between the customer and the non-Motorola Solutions software copyright owner.

**5.0** Disclaimer:

Motorola Solutions disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning the non-Motorola Solutions software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

# SERVICE AGREEMENT

*1299 E Algonquin Road*
*Schaumburg, IL 60196*
*(800) 247-2346*

Contract Number: USC000028415
Contract Modifier:

Date: 01-NOV-2018

| | |
|---|---|
| Company Name: | City of Murfreesboro |
| Attn: | |
| Billing Address: | P. O. Box 1139 |
| City, Province, Postal Code: | Murfreesboro, TN 37133 |
| Customer Contact: | Bill Terry |
| Phone: | 615-893-1311 |

| | |
|---|---|
| Required P.O.: | No |
| Customer #: | 103667096 |
| Bill to Tag#: | 0002 |
| Contract Start date: | 01-JAN-2020 |
| Contract End date: | 31-DEC-2029 |
| Anniversary Day: | Jan 1st |
| Payment Cycle: | TBD |
| Currency: | USD |

| QTY | MODEL/OPTION | SERVICES DESCRIPTION | MONTHLY EXT | EXTENDED AMT |
|---|---|---|---|---|
| | Maintenance 10 Year SVC02SVC | Technical Support, Dispatch, Preventive Maintenance, Remote Security Updates,<br>Infrastructure Repair w Advanced Replacement, Network & Security Monitoring, System Upgrade Agreement 2, Upgrade Implementation Service<br>10 Year Term - $6,528,991 in annual payments as follows:<br>☐Year 1 - $802,671.66<br>☐Year 2 - $562,683.30<br>☐Year 3 - $579,146.20<br>☐Year 4 - $596,378.47<br>☐Year 5 - $614,416.98<br>☐Year 6 - $633,300.39<br>☐Year 7 - $653,069.23<br>☐Year 8 - $673,765.98<br>☐Year 9 - $695,435.26<br>☐Year 10 -$718,123.81 | | *$6,528,991.00* |
| | | Sub Total | | *$6,528,991.00* |
| | | Taxes | | *0.00* |
| | | Grand Total | | *$6,528,991.00* |

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

**The tower quote provided to the City for the CUD site will remain unchanged at $599,413.20 and the Locution quote will remain unchanged at $266,772.00 if this SUA and Maintenance document is signed by March 15th, 2020.**

*TAXES MAY APPLY AS PER THE JURISDICTIONS*

**I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.**

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

David Confalonieri

MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name : City of Murfreesboro
Contract Number : USC000028415
Contract Modifier :
Contract Start Date: 01-JAN-2020
Contract End Date : 31-DEC-2029

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Approval to Purchase Locution Fire Alerting System

**Department:** Murfreesboro Fire Rescue

**Presented by:** Chief Mark Foulks

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Purchase Locution Fire Alerting System for alerting and dispatching fire apparatus.

## Staff Recommendation

Approve the purchase of Locution Fire Alerting System from Motorola Solutions as an addition to the Digital Radio System.

## Background Information

The Fire Rescue Department is adding a Locution Fire Alerting System to its stations to improve the emergency communications service. The system allows for automated dispatch for fire and medical calls. The automated voice system announces via the radio system computer aided dispatch system information. This is a cooperative purchase using the State of Tennessee contract.

## Council Priorities Served

*Maintain public safety*

The Locution Fire Alerting System provides an efficient and effective standardized dispatch of fire and medical calls. It reduces dispatch & response times and provides an automated solution for call handling, which enhances quality of service to the citizens calling for emergency services.

## Fiscal Impact

The cost of this system, $312,147, is budgeted and funded with capital funding that was previously secured.

## Attachments

Locution Statement of Work and Quote

TN State Contract SW418

CITY OF MURFREESBORO

# LOCUTION SYSTEM EQUIPMENT

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 1

# STATEMENT OF WORK

Motorola is proposing to City of Murfreesboro the procurement of the described Locution Systems, Inc. equipment and services per State of TN Contract SWC418, Section 13 "P25 Compliant Infrastructure". This section has a 15% discount off of list price.

This document delineates the general responsibilities between Motorola and Murfreesboro as agreed to by this agreement.

## 1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Order the listed equipment and associated quoted services from Locutions Systems, Inc.
- Ensure engagement of Locution Systems project manager for implementation of the Fire Station Alerting solution
- Install the equipment provided by Locution at each of the nine fire stations and at dispatch.

## 1.2 MURFREESBORO RESPONSIBILITIES

Gemini will assume responsibility for the installation and performance of all equipment and work necessary for completion of this project (in conjunction with the oversight services provided by Locution Systems).

Murfreesboro general responsibilities include the following:

- Provide all central server hardware and fire station personal computers to be used in the system.
- Provide all other hardware not specifically listed on the equipment list (station amplifiers, etc.)
- Provide all required network connections at the various locations that will use the solutions.
- Provide all IP network as well as RF Network required components (including any mobile two way radios at the stations for backup). Customer must provide network connectivity between central server and station PTT PCs in order for system to function.
- Solution includes the Locution side of the Interface to current CAD System. Customer is responsible for working with TriTech for their side of the interface.
- Locution will assist Gemini with installation through oversight (installer training).
- Provide 120v power within 6 foot of all Locution provided station enclosures, monitors, and zone trackers.

## 1.3 ASSUMPTIONS

- Murfreesboro will use the EZ-Zone enclosures as the "core" enclosures initially. Additional components will need to be purchased and installed for the system to function as an "EZ-Zone System" (as defined by Locution).

- Pricing includes a one year warranty after system acceptance for provide software and hardware (warranty/maintenance of customer provided equipment is not included).
- The proposal assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment.

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requsted changes unless both Parties execute a written change order.

SECTION 2

# EQUIPMENT LIST

This section lists the Locution equipment and services necessary for the proposed solution.

| QTY | NOMENCLATURE | DESCRIPTION |
|---|---|---|
| | | **Central System Software** |
| 1 | CSL-ADB-BS | PrimeAlert Audio Database (Basic) |
| 1 | CSL-ADM | PrimeAlert Administration Software |
| 1 | CSL-DSP | PrimeAlert Dispatcher (up to 10 licenses) |
| 1 | CSL-ADB-AV | PrimeAlert Audio Database (Advanced) |
| 1 | CSL-CFG-SW | Software Configuration |
| 1 | CSL-CSI | Interface to CAD (Locution side of interface) |
| | | **LCDI/PTT Radio Hardware and Software** |
| 1 | RSL-SLM-PT | PrimeAlert Radio – Push to Talk (PTT) Version |
| 1 | RSL-CFG-PT | PrimeAlert Radio – PTT Software Configuration |
| 1 | RSL-ENG-PT | PrimeAlert Radio – PTT Drawings / Engineering |
| 1 | RHL-CPN32-PT | Control Panel |
| | | **Station Software and Hardware** |
| 9 | SSL-STA | PrimeAlert Remote Client |
| 1 | SSL-VSC-01 | PrimeAlert Remote Client add-on module for 1 Zone Tracker |
| 9 | LCPN32-EZ | Control Panel, EZ Zone |
| 9 | LIAS30 | Intelligent Audio Switch |
| 9 | RHL-RIA30 | Radio Interface Unit – Active |
| 1 | TWIR-AV | Wire required |
| 9 | LSWI-DN | Day/Night Switch |
| 1 | MZTS | Station Zone Tracker (Touch Panel) |
| | | **Locution Services** |
| | PMGNT | Project Management |
| | LOCTR-OPW | PrimeAlert Operation Training (via WebEx) |
| | LOCTR-TECW | PrimeAlert Technical Training (via WebEx) |
| | INST-OV | Installation Oversight (Installer Training) |

SECTION 3

# PRICING

Motorola is pleased to offer the Locution equipment and services list in Section 2 to Murfreesboro priced as follows:

| Description | List Price | Discounted Price |
|---|---|---|
| • Total Equipment | **$313,850.00** | **$266,772.00** |
| • Total Service (Motorola Services) | | **$45,375.00** |

| | |
|---|---|
| **SOLUTION PRICE AT STATE OF TN CONTRACT DISCOUNTS (15%):** | **$312,147.00** |

**PAYMENT MILESTONES:**

Motorola will invoice this customer according to the following milestones. If any ST time is required, we can quote that through our Change Order process. (Motorola reserves the right to make partial invoices in the event of multiple phases of installation.)

- **25% at Contract Signing**
- **50% at Equipment and Software shipping from Locution**
- **25 % up Installation Training from Locution**

## SERVICE TERMS AND CONDITIONS

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

**Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

**Section 4 SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

**Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses. Notwithstanding the above, all parts and/or items will be shipped to Motorola for repair at the fixed rate specified per service activity.

## Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. Customer affirms that a PO/NTP is not required for contract performance or for subsequent years of service, and Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola. The Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3. It shall be cause for the immediate termination of this Agreement if, after its execution, the Customer determines that either:

a. Motorola or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
b. Motorola subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the Customer's consent or approval.
c. Motorola has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Motorola's assets.

Customer may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving ten (10) days prior written notice to Motorola. In the event of such termination, Motorola shall be entitled to receive just and equitable compensation, as determined by the City, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the Customer be liable to Motorola for expenses incurred after the termination date. All services completed by Motorola prior to the Termination Date shall be documented and all tangible work documents shall be transferred to the City prior to payment for services rendered, and shall become the sole property of the City. Such termination by the City shall not be deemed a Breach of Contract by the City, and Motorola shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

**Section 11 LIMITATION OF LIABILITY**

To the extent permitted by law, the Customer agrees that except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this

Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order,acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

**Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

**Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work,but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates. Motorola agrees to give City notice of any adjustment of rates 30 days prior to the anniversary date.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

| AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE |
|---|---|---|
| CUSTOMER (PRINT NAME) | | |
| [signature] | REGIONAL SERVICE MANAGER | 11/15/18 |
| MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE |
| MATT BRENNEMAN | 443-745-4118 | |
| MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE | |

**CONTRACT**
**BETWEENTHESTATEOFTENNESSEE,**
**DEPARTMENT OF GENERAL SERVICES AND**
**MOTOROLA SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services Central Procurement Office, hereinafter referred to as the 'State" and Motorola Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of Radio Equipment, Maintenance, Repairs, Parts, Accessories, and Test Equipment, as further defined in the "SCOPE OFSERVICES."

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 0000000498

**A. SCOPEOFSERVICES:**

A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Summary of Services

A.2.a. Through this Radio Equipment, and Services Contract, State agencies shall obtain:

A. Radio Equipment and related warranties:

- Analog Base Station (Specifications detailed in A.7 and A.8)
- P25 Compliant Base Station (Specifications detailed in A.7 and A.9)
- Analog Repeater (Specifications detailed in A.7 and A.10)
- P25 Compliant Repeater (Specifications detailed in A.7 and A.11)
- Analog Mobile (Specifications detailed in A.7 and A.12)
- P25 Compliant Mobile (Specifications detailed in A.7 and A.13)
- Analog Portable (Specifications detailed in A.7 and A.14)
- P25 Compliant Portable (Specifications detailed in A.7 and A.15)
- P25 Compliant Vehicular Repeater (Specifications detailed in A.7 and A.16)
- Analog Vehicular Repeater (Specifications detailed in A.7 and A.17)
- P25 Compliant Dispatch Console (Specifications detailed in A.7 and A.18)
- Microwave (Specifications detailed in A.7 and A.19)
- P25 Compliant Infrastructure (Specifications detailed in A.7 and A.20)
- Radio Test Equipment (Specifications detailed in A.7 and A.21)

B. Radio Equipment Repair - Under Warranty (Specifications detailed in Section A.4)

C. Optional Maintenance Service Plans – Under or Out of Warranty (Specifications detailed in Section A.5 and A.6

D. Parts and Accessories (Specifications detailed throughout Sections A.4-21)

The State reserves the right to add, delete or update catalog offerings throughout the term of this Contract.

A.2.b Throughout the contract term, the Contractor shall provide product information and technical assistance, as requested by the State. Technical support can include, but is not limited to installation, operation, troubleshooting, problem resolution, and upgrade/modernization.

A.2.c This contract shall not be used for radio tower maintenance or radio-related consulting services. However, this contract may include knowledge transfer, training, guidance, and mentoring of authorized user support staff to enable such staff to provide ongoing support for the products or services internally.

A.2.d This procurement supersedes State Wide Contracts SWC 416, SWC 420, SWC 421 and several Agency Contracts for Radio Repair Parts, Supplies and Tools; Two Way Radios; UHFR1 and VHF Digital Radios, Associated Consoles, Repeaters and support equipment-both Analog and P25 Compliant and Post Warranty Maintenance. No other contracts may be created, entered into, or utilized as a result of the contract without the express written consent of the Chief Procurement Officer. Specific terms for individual orders may not deviate from the terms of this Contract. Adding additional terms or conditions to this contract may not occur without the express written consent of the Chief Procurement Officer.

A.2.e Price lists or price schedules for the awarded published catalogs shall remain firm for 365 days following the date of award. In the event of a price decrease, the Contractor must provide written price reduction information within ten (10) business days of its effective date. The State shall be advised of, and receive automatic benefit of, any price decrease.

Written requests for price changes based on published catalogs, price lists, or price schedules may be submitted in writing after the firm price period. Requests for price changes may only be requested every twelve (12) months or 365 days following the firm price period. Requests must include copies of the new catalogs, price lists or price schedules that reflect a change in the Contractor's cost. Price changes must not constitute an increase in profit. Any request for price changes is subject to the approval of the State.

If a request for price changes is approved by the State, the State will modify the contract to reflect the approved price increase. The approved price increase will be in effect on the approval date. No retroactive approvals shall be permitted. Approval of any price increase renews the 180 day firm price period. The Contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the approved contract price in effect on the purchase order approval date. Upon request from the State, the Contractor will be required to furnish the approved catalog, price list or price schedule at no charge.

The Contractor shall provide updates in accordance with the agreed upon category management plan, as detailed in Section E.9.

A.2.f The State reserves the right to add and delete specific Radio Equipment, Parts, Accessories, or Services to the Scope of Service under this contract.

A.3. Technical Support of Radio Equipment

A.3.a The Contractor's technical support team must include the point of contact via toll free telephone number for a representative at each level of the Contractor's management to provide goods or services required for the contract. The Contractor shall provide the names, titles, mailing addresses, e-mail addresses, telephone numbers, and fax numbers for the Technical Support Team on or before the start date of the contract.

A.3.b The Contractor's contact information for an individual for each of the following titles. [*One (1) individual must not hold more than two (2) titles].*

- Account Service Manager
- Field Service Representative
- Technical Support Specialist

A.3.c The State will receive updated information following changes in the above requested information and throughout the entire contract period.

A.3.d Contractor(s) will clearly state or define that the version of radio being purchased is currently compliant with or capable of meeting existing radio system requirements.

A.4. Warranty and Radio Equipment Repair - Under Warranty

A.4.a Manufacturer's Warranty

Contractor ensures that all equipment and materials used in performing this contract are guaranteed by an original manufacturer warranty against any defective design, material, mechanical, electrical and workmanship defects for a period of one year ("Manufacturer's Warranty"). A one-year off-site warranty shall be included in the firm fixed cost of each radio in Attachment 4. All warranties shall cover all parts and accessories against defects in materials and workmanship while under normal use and service by the State. Parts shall include but not be limited to all products, subsystem components, software, and product accessories. The State will notify the Contractor of any defects in equipment or materials discovered during the warranty period. During the manufacturer's warranty period, at the option of the State, the Contractor or its designated representative will repair equipment, replace equipment, or replace equipment hardware, software or parts in a timely manner as detailed in the warranty service plan. The Contractor will perform all warranty services at no cost to the State.

A.4.b Warranty Replacement Parts

Only new OEM or equivalent parts and materials are permitted where replacement of parts and materials are required in accordance with the manufacturer's published guidelines. In the event that such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are awarded to the Contractor and are equivalent or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor, at its own expense, shall furnish all applicable technical literature or documentation and information as required by the authorized user. The authorized user's decision regarding suitability of the replacement substitute part shall be final. Replacement parts shall be available for a minimum of five (5) years from the date of delivery to the using Agency. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

A.4.c The Contractor must honor all warranties on hardware, software, and replacement hardware and software extending beyond the expiration or cancellation of this contract as if the contract were still in effect. Further, all warranties that are in effect under previous contracts shall remain in effect until warranty expiration.

A.4.dOption for Warranty Uplift

A warranty uplift or extended warranty may cover parts and labor not included in the manufacturer's warranty and/or may extend the manufacturer's warranty for a longer period of time. Buying a service contract or extended warranty is an optional purchase.

Any warranty uplift may expressly state the limitations of the warranty or "escape clauses" under which the warranty is not applicable. Policies which require proof of an unusually rigorous maintenance schedule will not be accepted.

A.5. Radio Equipment Repair (Out of Warranty)

A.5.a. The Contractor offers, radio equipment repair services at the labor rate and catalog discount percentages set forth in Attachment 4.

A.5.b. Only new parts and materials may be used when replacement of parts and materials are required to affect a repair. In the event such replacement parts are unavailable, the Contractor may propose equivalent parts that are equal to or better than the original manufacturer's parts. The Contractor must submit supporting documentation to the State, at its own expense, that is in support of the substitution. The State's decision regarding the suitability of the substitute part is final. Original replacement parts shall be available for a minimum of five (5) years from the date of delivery.

A.5.c. Parts that are no longer commercially available may be substituted for with refurbished parts. These parts must carry a "like new warranty." It is the responsibility of the Contractor to provide proof/evidence that the refurbished part is certified by the Original Equipment Manufacturer (OEM) and suitable for the intended use.

A.6. Optional Maintenance Service Plans (Under or Out of Warranty)

A.6.a. Service staff of the Contractor must be available to provide "Emergency" and "non-Emergency" maintenance or repair work performed on state premises in all ninety-five (95) Tennessee counties during the warranty repair period in effect under this Contract. Service staff of the Contractor must be available to provide Emergency services on-site in all ninety-five (95) Tennessee counties under this contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Maintenance and repair services provided under this contract will be billed at hourly contract rates in accordance with Section C.3.The Contractor shall provide, at the State's option, an all-inclusive maintenance price for one year for individual radio units and/or maintenance based on time and material for maintenance support for equipment and software after the one-year warranty has expired. Upon the State's request, the Contractor shall include an optional service plan that includes on-going software updates for the life of the product.

A.6.b. The optional service plan shall include the following:

- Method of contact: local phone number or toll free number, local contact name and contact information, availability 24/7 to submit a request for service
- Service Plan content: definitions of "Emergency" and "non-Emergency" repairs
- Service Plan response times: the number of business days (1) On-site and/or off-site non-Emergency weekday, weekend and holiday response time, (2) On-site and/or off-site Emergency weekday, weekend, and holiday response time
- Service call completion times
- The assurance that only the manufacturer or their authorized representative may perform repairs and or maintenance.
- Cycle time (days to receive replacement)

A.7. **Radio Equipment Requirements – All Categories (Applies to A.8 through A.21 below):**

A.7.a. **General Requirements**

i. **Interchangeability.** Whenever possible, all equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speaker-

microphones, batteries, chargers, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

ii. **Ambient Operational Temperature Range.** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.

iii. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency, some connectors may be ganged to share an interface.

iv. **Housing.** Each radio shall be contained within weather and impact resistant housing.

v. **Federal Regulations and Requirements**. All radios shall meet FCC and all applicable Federal regulations and requirements.

vi. **Radio Programming.**

a. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. At the request of the State, the Contractor shall provide a mobile with the ability to transfer programming language from a portable radio.

b. Parameters that shall be programmable and stored include, but are not limited to, channel number, channel frequency, Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS)encode and decode, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

c. All programming software on P25 portable, mobile or control stations shall conform to the security features as defined by the State. The State requires one of three forms of security features: (1) a hardware system key, (2) a software system key, or (3) a web-enabled system key. Of the above security features, the hardware system key is the preferred method and if provided, will be controlled and regulated by the State.

vii. **Fixed Base Station Specific Requirements.**

a. **Transmit Time Out.** Each fixed station shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.

b. **Optional Accessories**

i. Comparators and voting receivers may be requested for P25 Compliant and Analog Base Stations.

viii. **Portable Specific Requirements.**

a. **Transmit Time Out.** Each portable shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.

b. **Optional Requirements**

i. **Two-tone Paging.** Portable radios may have the ability to respond to industry-standard two-tone paging sequences.

ii. **Radio Programming.** At the request of the State, the order may include a list of parameter configurations that the Contractor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery

c. **Accessories**

i. **Belt Clips or Holsters.** Each radio shall be provided with a standard-size belt clip or holster.

ix. **Repeater Specific Requirements.**

a. **Transmit Time Out.** Each repeater shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable length of time.

b. **Optional Accessories**

i. Comparators and voting receivers may be requested for P25 Compliant and Analog Repeaters.

x. **Console Specific Requirements**

a. **Two-tone Paging.** Each fixed station shall have the ability to generate industry-standard two-tone paging sequences.

A.7.b. **Analog-Specific Requirements**

i. **Configuration.** Each radio shall support conventional analog two-way voice communications.

ii. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

iii. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal.

iv. **Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS).**Each radio shall contain an encoder/decoder to allow for its usage in a two-way radio CTCSS or DCS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity.

When multiple-channel radio operation requires CTCSS or DCS on more than one channel, the CTCSS or DCS encode and decode in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS or DCS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

v. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or "scanning."

vi. **Optional Requirements**

a. **Scan Modes for Radio Station not classified as a Repeater.**

i. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

ii. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

A.8. **Analog Base Station**

a. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.

ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

b. **Remote Radio Interfacing and Control**

i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.

ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.

iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.

v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

c. **Optional Requirements**

i. Built-in Power Supply. Upon State or Agency request, the base station may contain a built-in power supply.

d. **Optional Accessories**

i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.9. **P25 Compliant Base Station**

a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.

b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.

ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

**c. Remote Radio Interfacing and Control.**

i. **Audio Interface for certain models.** At the request of the State or agency for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.

ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.

iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.

v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

**d. Optional Requirements**

i. Built-in Power Supply. Upon State or Agency request, the base station may contain a built-in power supply.

ii. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.10. **Analog Repeater**

a. **Accessory Connections.** External accessory electrical connectors shall be provided as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.

ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

iv. **Antenna Interface.** Each radio shall include industry standard coaxial connectors to support full duplex operation.

b. **Remote Radio Interfacing and Control.**

i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load..

ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.

iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.

v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

c. **Optional Requirements**

i. Built-in Power Supply. Upon State or Agency request, the base station may contain a built-in power supply.
External Speaker. Control unit or dash mount radio package may include an external speaker.

A.11. **P25 Compliant Repeater**

a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.

b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

   i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.

   ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

   iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

   iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

c. **Remote Radio Interfacing and Control**

   i. **Audio interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.

   ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

   iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.

   iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and Internal alarm condition

   v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR

condition has been reestablished, the radio shall resume operation at the original power setting.

d. **Optional Requirements**

i. Built-in Power Supply. Upon State or Agency request, the base station may contain a built-in power supply.
ii. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.12. **Analog Mobile Radios**

a. **General Requirements**

i. **Configuration.** Each mobile radio shall support conventional, analog two-way voice communications.

ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.

iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
- Power on-off.
- Push-to-talk.
- Receive audio volume control.
- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- Multiple-channel monitor (SCAN) controls.
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. **Radio Power**

i. Each mobile radio shall be powered from a 12 Volt DC source.

ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the State Agency when a procurement order is initiated.

c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general Accessories:

i. **Remote DTMF Microphone.** Each control unit or dash mount radio package may include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone may be detachable by the user.

ii. **DTMF Selection.** Upon State or Agency request, radio shall support DTMF selection.

iii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.

iv. **External Speaker.**Control unit or dash mount radio package may include an external speaker.

v. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.

vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

vii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.13. **P25 Compliant Mobile Radios**

a. **General Requirements.**

i. **Configuration.** Each mobile radio shall support conventional analog and trunked P25 two-way voice communications.

ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.

iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.

- Power on-off.
- Push-to-talk.
- Receive audio volume control.
- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- Multiple-channel monitor (SCAN) controls.
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. **Radio Power**

i. Each mobile radio shall be powered from a 12 Volt DC source.

ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

i. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.

ii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.

iii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

iv. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.

v. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.14. **Analog Portable Radios**

a. **General Requirements**

i. **Configuration.** Each portable radio shall support conventional, analog two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.

ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker- microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.

iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.

iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package.. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.

- Power on-off.
- Push-to-talk.
- Receive audio volume control.
- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- 
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

i. The State or Agency may request Multiple-channel monitor (SCAN) controls.

ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.

iii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.15. **P25 Compliant Portable Radios**

a. **General Requirements**

i. **Configuration.** Each portable radio shall support conventional analog and trunked P25 two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.

ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker- microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.

iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.

iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.

- Power on-off.
- Push-to-talk.
- Receive audio volume control.

- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

i. Multiple-channel monitor (SCAN) controls. The State or Agency may request Multiple-channel monitor (SCAN) controls.

ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.

iii. Upon State or Agency request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

iv. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.16. **P25 Compliant Vehicular Repeaters**

a. **General Requirements**

i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the vehicular repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The vehicular repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

b. **Radio Power**

i. Each mobile radio shall be powered from a 12 Volt DC source.

c. **Optional General Accessories**

i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.17. **Analog Vehicular Repeaters**

b. **General Requirements**

i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the Vehicular Repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a

repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The Vehicular Repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

c. **Radio Power**

i. Each mobile radio shall be powered from a 12 Volt DC source.

**d. Optional General Accessories**

i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.18.**Dispatch Consoles**

a. **General Requirements**

i. **Applications/features.** The dispatch console is to have the following summary features: ; Supervisory control; Parallel transmit/busy indicator and transmit lock-out; Minimum speaker audio volume control; Cross-patch operation; Standard control functions; Headset switching; Channel Functions, including call indicator, transmit switch indicator; mute switch indicator; select switch indicator; transmit busy indication; Transmit Supervisory Control, Speakers, Speaker Volume Control, Microphone; Clock and Metering; Intercom Switch; Monitor Switch; Alert Tone Switch; Unselected Speaker All-Mute; Simultaneous Channel Section; Cross Patch Switch and Indicator; Cross Muting; Keyed Channel Interlocks; Headset Jack; Headset; Utility Switch; and ID features. Upon State or agency request, the console shall support emergency functions and/or contain a voice processing module.

ii. Whenever possible, the dispatch console shall integrate telephony and radio, call handling, monitoring and logging functions into a single operator interface. Upon State or agency request, the radio system shall have a site-trunking backup console that is able to function in P-25 mode and site-trunking mode. .

iii. **Features.** The consoles shall provide for integration of 9-1-1 and mapping, instant recall recorder and fire station alerting.

iv. **Configuration.** Each console shall support conventional and trunked circuits, both analog and digital. Each unit shall consist of the following major components:
- Personal Computer
- Monitor
- Microphone
- Mouse and keyboard
- Software

**b. Optional Requirements**

i. Radio and Telephony Interface. The State or Agency may request a console that integrates telephone and radio, call handling, monitoring and logging functions into a single operator interface.
ii. Primary and Remote Control Operation. The State or Agency may request Independent and simultaneous operation of primary communications consoles and remote control consoles
iii. Backup Console. The State or Agency may request a site-trunking backup console that is able to function in P-25 mode and site-trunking mode.
iv. Instant Recall Recorder. The State or Agency may request instant recall recorder functionality.
v. 9-1-1 Radio Dispatch. The State or Agency may request integration for 9-1-1 radio dispatch.
vi. Fire Station Alerting. The State or Agency may request integration for fire station alerting.

c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

- Single-pedal foot switch
- Dual-pedal foot switch
- Desktop gooseneck microphone
- Jackbox
- Headset
- Logging recorders by channel capacity
- 9-1-1 and mapping
- Console furniture
- Headset radio/telephone interface
- Intercom operation

A.19. **Microwave**

a. **General Requirements.**

i. **Frequency Range**: The Microwave radio frequency range shall be 900 MHz or greater.
ii. **Transmitter Source.** Radios shall have a synthesized transmitter source.

b. **Optional Requirements.**

i. **Channel Sizes.** The radios may support the following channel sizes: 3.75, 5, 10, 20, 30, 40, 50 and 80 MHz
ii. **Interfaces**. Interfaces may include: 1-32 T1, DS3, Gigabit Ethernet, Fast Ethernet, SONET and Packet Switched Networks (MPLS).
iii. **Modulation and Coding Options.** The radio may have a fixed/adaptive modulation covering: QPSK, 16, 32, 64,128 and 256 QAM. The coding options shall allow for maximum gain and maximum throughput.
iv. **Automatic Transmitter Power Control Range.** A Respondent may have an automatic transmitter power control range that is configurable over the full available manual attenuation range.
v. **License**. The State or Agency may request a license coordinated by the Contractor.
vi. **Path Studies**. The State or Agency may request a path study to be completed.

c. **Optional General Accessories**. To include but not limited to:

- Time Division Multiplexing (TDM) or pure Ethernet technologies with capacities of one (1) T1 through Gigabit Ethernet,
- Synchronization timing systems,

- Multiplexers (optical and copper),
- Antennas,
- Microwave dishes,
- Wave guide,
- Dehydrators,
- RF line/connector,
- Battery backup systems,
- Power Supplies: Direct current power supplies and interruptible Power Supplies (UPS),
- Environmental monitoring systems,
- Equipment monitoring /network management systems (hardware and software),
- Other Accessories. To include equipment racks, pipe mounts, fuse panels, Patch panels/cross connect panels, channel banks, digital cross connect shelves.

A.20. **P25 Compliant Infrastructure**

a. **General Requirements**. P25 Compliant Infrastructure to include all radios and associated devices that help support, maintain, and regulate the state's P25 Compliant system.

b. **Category Inclusions.** The P25 Compliant Infrastructure category shall include, but not be limited to:

i. Devices. Including site controllers, simulcast controllers, master site servers/controllers, MPLS network routers and controllers, and GPS timing receivers.
ii. Systems and Interfaces. Including network management and environmental site alarm systems, legacy support interfaces, Inter Sub System Interfaces (ISSI),and Smartphone system interface.
iii. Connectors and Cabling. Including transmission combiners, receiver multi-couplers, network routers and switches and all necessary cabling and connectors required for operation.
iv. Software and Configuration. Including all software/firmware, configuration files, and licenses related to the devices, systems and interfaces in A.20.b.i-iii.

c. **RF Site, Master Site, and Category Exclusions.** This category is intended to provide the State with a method to purchase all network RF and control-related P25 Compliant equipment and software to install a complete RF site, master site or any single piece of equipment required to operate one. This is not intended to be a method to purchase any civil equipment such as towers, shelters, generators, UPS or any other civil site equipment.

A.21. **Radio Test Equipment**

a. **General Requirements**. Test equipment include all ancillary test equipment designed to insure that communications technicians and support personnel have the necessary equipment to support, maintain, and regulate the state's communications system.

b. **Category Inclusions.** Test equipment includes, but is not limited to, test equipment designed for a specific radio product, volt meters, amp meters, ohm meters, multi-function meters, RF signal generators, audio signal generators, telephone-line test equipment, RF power meters, RF dummy loads, oscilloscopes, spectrum analyzers, frequency counters, soldering stations, solder, and integrated circuit removal tools.

A.22. Information Security Compliance

A.22.a Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies, and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data is

property of the State of Tennessee. The system or Contractor must meet or exceed the State of Tennessee's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in ISO/IEC27000 series. The State of Tennessee Information Security policies, as may be updated from time to time, can be found at the following link:

http://www.tn.gov/finance/oir/security/docs/PUBLIC-Enterprise-Information-Security-Policies-v1-6.pdf

A.22.b. Contractor warrants that it will cooperate with the State agencies in the course of performance of the contract so that both parties will be in compliance with State Enterprise Information Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with State of Tennessee computer security officials and other compliance officers required by its regulations. Contractor shall bear the expense of and require any staff that has access to systems or data that the State of Tennessee designates as sensitive or protected to undergo background checks that are inclusive of both criminal and financial history and shall provide proof of satisfactory results.

A.22.c Contractor agrees to abide by the following:

i. Contractor will not attach any non-State of Tennessee owned computers to any State of Tennessee network without previous State of Tennessee provided, written certificate of compliance with minimum State of Tennessee security policy, please refer to: http://www.tn.gov/finance/oir/security/secpolicy.html;

ii. All client and server computer security settings and software must be maintained to meet or exceed minimum State of Tennessee security standards;

iii. Once established, no security provisions for firewalls, client and server computers will be modified without written State of Tennessee approval;

iv. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;

v. Dialup modem use is specifically disallowed while attached to the State of Tennessee network;

vi. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State of Tennessee; and

vii. Contractor will utilize best practice authentication methods to prevent access from unauthorized individuals and entities.

A.23. Provision of Hardware, Software, and Facilities

a. Contractor staff must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device.

b. Commensurate with the needs of a given task or project, the authorized user will provide Contractor staff with office and meeting space and connections to the Internet and/or State of Tennessee network. The procuring authorized user shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

A.24. Restrictions on Responding to Future Competitive Procurements

The State prohibits any Contractor from responding to any competitive solicitation that it has, through its employees, assisted in developing.

A.25. Solicitation of State of Tennessee Employees Prohibited

The Contractor shall not solicit State of Tennessee employees in State of Tennessee facilities or during State of Tennessee work hours for the purpose of employment. For the purposes of this paragraph, "State of Tennessee work hours" are defined as 8:00 a.m. to 5:00 p.m., CST, Monday through Friday, including flextime and overtime, but excluding State of Tennessee holidays.

A.26. Periodic Meetings

The State reserves the right, at the State's option, to request periodic meetings with Contractor management staff to discuss topics including, but not limited to, the following: general contract review, management, and coordination; State of Tennessee technical infrastructure and standards; and order clarifications. At the State's sole discretion, these meetings shall occur at a State location or via conference call and shall be at no additional cost to the State or the State agencies.

A.27. Required Certifications

For special equipment maintenance, repair, or installation that requires manufacturer and/or product certifications, the Contractor must hold the required certification(s) for the duration of the contract period. At any time during the Contract, the State may request the Contractor to provide copies of the required certification(s). Loss of required certification(s) may result in the Contractor's disqualification for providing special equipment maintenance, repair, or installation or the cancellation of this Contract.

A.28. Price Audits

The State may conduct occasional audits of pricing to ensure invoiced amounts have been charged in accordance to the contractual pricing structure. The Contractor will provide the necessary data that the State requests for the audit within forty five (45) calendar days, which may include items such as proof of list prices at the time of each order and clear calculation of each order's list price, discount, cost, and fee.

A.29. Non-Performance

"Performance Deficiency" is defined as non-conformance with the terms and conditions of this Contract. If there are two (2) or more instances of the same Performance Deficiency relative to the requirements of this Contract, or upon written request by the State for Performance Deficiency, the Contractor shall submit upon receipt of notice from the State, within ten (10) business days of the second occurrence of Performance Deficiency, a Corrective Action Plan ("CAP") addressing the Performance Deficiency. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. Note: severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP must address the causes of the Performance Deficiency, the impacts, and the measures being taken and/or recommended to remedy the Performance Deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the Performance Deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate. The CAP must be submitted under the signature of the Contractor's executive (or his/her successor) who is the signatory on this Contract, and must be approved by the Chief Procurement Officer or his or her designee. If one or more recommendations in the CAP are not acceptable, the Central Procurement Office may provide suggestions and direction to bring the Contractor into compliance.

A.30. Reporting

*Usage Report*

Upon request, or at a minimum quarterly, the Contractor shall furnish a usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the State and shall disclose, at a minimum, the following for State and non-State governmental entities and all others authorized to use this Contract:

- Purchase Order (PO) Number
- PO Date
- Customer Name/Authorized user (State Agency/Municipality/Other)
- Customer number
- Billing Address & Shipping Address
- Product Type (License, Maintenance, Education, etc.)
- Total Price per PO
- For Radio Equipment, Parts, or Accessories
    - Manufacturer item number
    - Manufacturer name
    - Product number
    - Product description
    - Product category
    - Product options or enhancements, including part numbers and descriptions
    - Warranty expiration date
    - Invoice number
    - Invoice date
    - List price
    - State unit price (as stated on invoice)
    - Quantity
    - Shipping Cost, if applicable
- For Services
    - Type of service provided, including, but not limited to Maintenance, Repairs, and Installation
    - City where service is provided
    - Transportation cost, if applicable
    - Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
    - Total Amount for the service

Reporting formats must be submitted to the State for approval within 10business days after the execution of the contract resulting from this RFQ. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Contract.

*Warranty Expiration Report*
The Contractor must provide a quarterly report showing all warranties that expire within 90 days, along with the Customer Name, Number, Expiration Date, and whether the customer has renewed the warranty. The format of the Warranty Expiration Report shall be approved by the State.

*Ad Hoc Reports*
The State may on occasion request ad hoc reports from the Contractor regarding orders and services. These reports must be made available free of charge and provided within 5 business days of the request.

A.31. Account Management

A.31.a. The Contractor shall assign, at its own expense, the following key personnel staff to service the authorized user's needs under this Contract:

i. Account Manager: The Account Manager will be responsible for the proper operation and administration of the Contract. The Account Manager is also responsible for maintaining a copy of the Contract, for submitting reports as required, and otherwise remaining in compliance with the Contract. The Account Manager will attend meetings on-site or at another location designated by the State.

ii. Customer Service Representative(s). There must be at least one dedicated customer service representative to service this contract. The term "dedicated" means that the Contractor shall assign a specific individual or individuals that are familiar with the terms and conditions for this agreement to respond to State. Such dedicated customer service representatives may service other clients of the Contractor.

A.31.b. Staffing Changes. If the Account Manager or the customer service representative(s) leave the employment of the Contractor, or ceases to perform that role relative to the Contract, the Contractor must offer a replacement to the State within ten (10) business days. It is the Contractor's responsibility to ensure continuity of these roles. If any individual in these two positions leave, email and phone calls should be forwarded to someone knowledgeable about the contract until a replacement is appointed.

A.31.c. Replacements. The State may require the Contractor to replace the Account Manager or a dedicated customer service representative if the state determines that the individual does not promote effective functioning of the contract.

A.31.d. The Contractor shall have adequate staff to answer inquiries from customers:

i. Turnaround time for information request acknowledgement: By 5:00 p.m. CST of the next business day after receipt of a valid order

ii. Turnaround time for information request fulfillment or inquiry: five (5) business days. If the information will take longer than five (5) business day to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. The inquiring entity will approve the revised turnaround time or begin issue escalation procedures.

A.32. Radio Equipment Delivery

i. Delivery Format: The quote must clearly indicate the method and speed of delivery.

ii. Delivery Location: The Contractor must deliver or drop ship Radio Equipment to any location requested by the State

iii. Incorrect Product Deliveries / Defective Products: If the Radio Equipment is defective, or if the incorrect product was delivered, the Contractor must accept returns. The Contractor is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered equipment will be replaced by overnight delivery at the Contractor's expense if requested by the State.

A.33. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)

days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. CONTRACTPERIOD:**

B.1. This contract shall be effective for the period beginning March 15, 2015, and ending on March 14, 2020.The Contractor hereby acknowledges and affirms that the State shall have no obligation for goods or services rendered by the Contractor which were not delivered or performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be ONE MILLION DOLLARS ($1,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The liability of the State under this contract is firm for the duration of the contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State.

a. Upon completion of the work, for which the Contractor's Project Quote was selected.

b. The rates and discounts in Attachment 4 are firm for the duration of this contract unless amended in accordance with contract Section D.2.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above. Contractor shall submit invoices and necessary supporting documentation no more often than once a month and no later than thirty (30) days after goods or services have been provided. Contractor shall submit invoices and necessary supporting documentation to the billing address provided by the procuring State agency:

State Agency Billing Address

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Procuring State Agency &Division Name, if applicable
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)

(9) Contractor Remittance Address
(10) Description of Delivered Equipment, Software, and Services
(11) Complete Itemization of Charges, which shall detail the following as applicable:

i. PO Number
ii. PO Date
iii. Manufacturer item number
iv. State-Assigned line item number
v. Manufacturer name
vi. Product Description
vii. Product/Model Number
viii. Product Type (License, Maintenance, Education, etc.)
ix. Catalogue Name and Effective Dates for Items Purchased, as applicable
x. Invoiced amounts by category (Cost of Equipment, Software, Support, Training, etc. and Total Invoice)
xi. Reporting period by State fiscal year - annual/quarter
xii. Maintenance Expiration Date (if applicable)
xiii. Invoice number
xiv. Invoice Date
xv. List Price
xvi. State unit price (as stated on invoice)
xvii. Quantity
xviii. Service or Milestone Description (including name & title as applicable) of each service invoiced
xix. Number of Completed Units, Increments, Hours, Days, or Dates of Service, as applicable, of each service invoiced
xx. Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
xxi. Amount Due by Service
xxii. Total Price per PO

b. The Contractor understands and agrees that an invoice under this contract shall:

(1) include only charges for service described in contract Section A and in accordance with payment terms and conditions set forth in contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods or services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

C.10. F.O.B. Destination (Statewide Contract).

a. All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee; or

b. All State of Tennessee agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee and Tennessee Military Department facilities located in Georgia (Tunnel Hill, Catoosa) and Kentucky (Fort Campbell).

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the contract and withhold payments in excess of fair compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this contract or enter into a subcontract for any of the goods or services provided under this contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Pro Forma Attachment 1, hereto, semi-annually during the period of this Contract. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this contract are declared severable.

D.21. Headings. Section headings of this contract are for reference purposes only and shall not be construed as part of this Contract.

D. 22. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

## E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Richard Kotler
Central Procurement Office
Department of General Services
WRS Tennessee Tower
312 Rosa L. Parks Ave. , Nashville, TN 37243
615-253-4723
Richard.Kotler@tn.gov

The Contractor:

Jeff Miller, Senior Account Manager
Motorola Solutions, Inc.
341 Cool Springs Blvd, Suite 300
Franklin, TN 37067
jeff.miller@motorolasolutions.com
Telephone # (615) 504-2727
FAX # (615) 778-9730

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the contract upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000)per occurrence.

(4) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and

Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. E-Procurement Supplemental Category Management Functionality - Overview & Commitment.

The Tennessee Central Procurement Office (CPO) currently contracts with a third-party software solution that provides catalog management functionality. This software solution targets two audiences – other governmental bodies and state employees. This software improves the visibility and, ultimately, the adoption of State-wide contracts by other governmental bodies (cities, towns, counties, school corporations). The State encourages the Contractor to participate in this software solution.

E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof accepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.11. Incorporation of Additional Documents. Each of the following documents is included as a part of this contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this contract document with any attachments or exhibits

b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;

d. any technical specifications provided to Respondents during the procurement process to award this Contract;

e. the Contractor's proposal seeking this Contract.

E.12. Prohibited Advertising. The Contractor shall not refer to this contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods or services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this contract in perpetuity.

E.13. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to the greater of two (2) times the Estimated Liability as set forth in Section C.1 of this Contract or two (2) times the total cumulative amount paid by the State under this Contract, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.16. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services

for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys' fees, caused by attempts to enforce such provisions.

E.17. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.18. Federal Funding Accountability and Transparency Act (FFATA). This contract requires the Contractor to provide goods or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect

to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this contract is awarded.

c. If this contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this contract becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this contract for which the State may terminate this contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.19. Transfer of Contractor's Obligations

a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides goods or services under this Contract, or that this contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.

b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include:

i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity

ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,

(1) Debt;
(2) Assets;
(3) Liabilities;
(4) Cash flow
(5) Percentage of the total revenues of the company that are represented by this Contract;

(6) The most recent annual financial reports;
(7) The most recent annual financial reports filed with government agencies, if applicable.

iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides goods or services under this contract or from assumption by, or sale to, another entity of the contract itself, including:

(1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the contract by the New Entity and,

(2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.

iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.

c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.

d. Notwithstanding any other provisions of this contract to the contrary, the State may immediately terminate this contract in whole or in stages in the event that it determines that the New Entity

i. has been debarred from State or Federal contracting in the past five years

ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by

the New Entity.

f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

E.20. Service Level Agreement. Refer to the following attachments:

a. Attachment 1: Attestations
b. Attachment 2: Sample Letter of Diversity Commitment
c. Attachment 3: Pricing
d. Attachment 4: Software License
e. Attachment 5: Warranty Expiration Report
f. Attachment 6: Subcontractor and Diversity Report
g. Attachment 7: Usage Report
h. Attachment 8: Key Performance Indicators

E.21. Purchases by Local Government and Authorized Non-Profit Agencies (SWC).

a. Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

b. The purpose of this RFQ is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

c. Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies.

**IN WITNESS WHERE OF.**

**MOTOROLA SOLUTIONS, INC.:**

2-13-2015

**CONTRACTOR SIGNATURE** **DATE**

Randy Johnson MSSSI Vice President, Director Sales

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**CENTRAL PROCUREMENT OFFICE, DEPARTMENT OF GENERAL SERVICES, STATE OF TENNESSEE**

Michael F. Perry 2/27/15

**MICHAEL F. PERRY** **DATE**
**CHIEF PROCUREMENT OFFICER**

## ATTACHMENT 1

***(Fill out only by Contractor)***

### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|---|
| **SUBJECT CONTRACT NUMBER:** | SWC 418 |
| **CONTRACTOR LEGAL ENTITY NAME:** | MOTOROLA SOLUTIONS, INC |
| **FEDERAL EMPLOYER IDENTIFICATION NUMBER** (or Social Security number) | 36-1115800 |

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

RANDY JOHNSON

**PRINTED NAME AND TITLE OF SIGNATORY**

2-13-2015

**DATE OF ATTESTATION**

## ATTACHMENT 2

***(Fill out only by Contractor)***

SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

(Address)

(Date)

(Salutation),

(Company Name)is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

_____

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

_____

_____

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.

2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name)is committed to working with the Go-DBE office to accomplish this goal.

Regards,

**(Company authority – signature and title)**

# RFQ #32101-14101
# RADIO EQUIPMENT, REPAIRS, MAINTENANCE, PARTS AND ACCESSORIES

## Attachment D - Cost Proposal & Evaluation Guide

**Responses Due October 29, 2014 - 2:00 PM CT**

State of Tennessee

CENTRAL PROCUREMENT OFFICE

**RFQ #32101-14101**

**Attachment D: Cost Proposal & Evaluation Guide**

**Instructions to Bidder**

On the following tabs, please fill out the peach shaded cells for all components on which you would like to submit a bid. Respondents will be required to offer pricing that **meets or exceeds these rates and discounts** for each "constant compete" bid under a future contract.

Indicate which product categories Respondent is offering, and which brands or manufacturers Respondent is proposing, by completing the "Response Summary" tab. Place an X in the appropriate cells to indicate your firm's coverage.

For each manufacturer where Respondent proposes to provide radio equipment or parts and accessories, please indicate the discount off the **official manufacturer list price** for those list prices you are proposing for radio, parts and accessories purchases. If you are proposing to offer more than one manufacturer's radios, parts, or accessories, **fill out the appropriate tab for each manufacturer.** Be sure to indicate the manufacturer's name at the top of each worksheet.

For reference, the following brands and manufacturers are currently in the State's inventory:

| # | Manufacturer or Brand |
|---|---|
| 1 | Aviat |
| 2 | Codan |
| 3 | EF Johnson |
| 4 | Exalt |
| 5 | Harris |
| 6 | Icom |
| 7 | Kenwood |
| 8 | Micom |
| 9 | Motorola |
| 10 | Pyramid |
| 11 | Tait |
| 12 | Vertex |
| 13 | Zetron |

If you are proposing additional brands or manufacturers of radios, parts, or accessories, use the worksheet entitled, "Other Mfr (Copy as needed)," and be sure to indicate the manufacturer name on the top of the worksheet. You may make

additional copies of this sheet only, and submit one worksheet per additional brand or manufacturer.

For Respondents who would like to bid on Repairs and Maintenance, the Respondent must indicate the **all-inclusive hourly rate** that will be charged for labor related to the appropriate brand of radio. An out-of-warranty repair will be charged at the hourly rate listed, plus the discounted cost of parts proposed. Note that repairs for products under warranty will be done at no additional cost to the State.

If there is a cost for training, please indicate the **all-inclusive hourly rate** for training conducted at State sites, at the Respondent's location, and online training. The rate will cover all training costs passed onto the State. Costs for trainer travel, training materials, etc. will be covered in this all-inclusive rate. Note: if this section is not filled out, the State assumes the cost for training is included with each Radio Equipment purchase.

**RFQ #32101-14101**

**Attachment D: Cost Proposal & Evaluation Guide**

Place an X in the appropriate cell to indicate which brands and categories the Respondent is bidding on.

Proposer's Legal Entity Name: Motorola Solutions

| No. | Manufacturer or Brand | 1. Analog Base Stations | 2. P25 Compliant Base Stations | 3. Analog Repeaters | 4. P25 Compliant Repeaters | 5. Analog Mobile | 6. P25 Compliant Mobile | 7. Analog Portable | 8. P25 Compliant Portable |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Aviat | | | | | | | | |
| 2 | Codan | | | | | | | | |
| 3 | EF Johnson | | | | | | | | |
| 4 | Exalt | | | | | | | | |
| 5 | Harris | | | | | | | | |
| 6 | Icom | | | | | | | | |
| 7 | Kenwood | | | | | | | | |
| 8 | Micom | | | | | | | | |
| 9 | Motorola | X | X | X | X | X | X | X | X |
| 10 | Pyramid | | | | | | | | |
| 11 | Tait | | | | | | | | |
| 12 | Vertex | | | | | | | | |
| 13 | Zetron | | | | | | | | |
| 14 | <Other, please specify> | | | | | | | | |
| 15 | <Other, please specify> | | | | | | | | |
| 16 | <Other, please specify> | | | | | | | | |
| 17 | <Other, please specify> | | | | | | | | |
| 18 | <Other, please specify> | | | | | | | | |
| 19 | <Other, please specify> | | | | | | | | |
| 20 | <Other, please specify> | | | | | | | | |
| 21 | <Other, please specify> | | | | | | | | |
| 22 | <Other, please specify> | | | | | | | | |

OFFICE ★ CENTRAL ★ PROCUREMENT

| 9. P25 Compliant Vehicular Repeaters | 10. Analog Vehicular Repeaters | 11. Dispatch Consoles | 12. Microwaves | 13. P25 Compliant Infrastructure | 14. Radio Test Equipment |
|---|---|---|---|---|---|
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|---|---|
| ATTACHMENT 1 | |
| PRICING TABLE | |
| EDISON CONTRACT NUMBER: | |

Responsible Vendor Legal Entity Name: MOTOROLA SOLUTIONS INC.
Pricing for Manufacturer: Motorola

| Pricing Structure | Contract Element | 1. Analog Base Stations | 2. P25 Compliant Base Stations | 3. Analog Repeaters | 4. P25 Compliant Repeaters | 5. Analog Mobile | 6. P25 Compliant Mobile | 7. Analog Portable | 8. P25 Compliant Portable | 9. P25 Compliant Vehicular Repeaters | 10. Analog Vehicular Repeaters | 11. Dispatch Consoles | 12. Microwaves | 13. P25 Compliant Infrastructure | 14. Radio Test Equipment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Minimum Discount Off Manufacturer List Price (%) | Minimum discount for radios/equipment | 25% | 20% | 30% | 20% | 25% | 28% | 28% | 28% | 15% | 15% | 20% | 15% | 15% | 5% |
| | Minimum discount for parts | 23% | 23% | 23% | 23% | 23% | 23% | 23% | 23% | 15% | 15% | 23% | 15% | 15% | N/A |
| | Minimum discount for accessories | 15% | 15% | 15% | 15% | 25% | 25% | 25% | 25% | 15% | 15% | 15% | 15% | 15% | N/A |
| Maximum Percentage (%) of Radio Equipment Model's Manufacturer List Price | Standard manufacturer's warranty (must be included in cost of each radio) | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| | One-year depot warranty | 12% | 12% | 12% | 12% | 4% | 4% | 4% | 4% | 4% | 4% | 12% | 12% | 12% | 12% |
| | One-year on-site repair warranty | 12% | 12% | 12% | 12% | N/A | N/A | N/A | N/A | N/A | N/A | 12% | 12% | 12% | 12% |
| | Two-year depot warranty | 22% | 22% | 22% | 22% | 7% | 7% | 7% | 7% | 7% | 7% | 22% | 22% | 22% | 22% |
| | Two-year on-site repair warranty | 22% | 22% | 22% | 22% | N/A | N/A | N/A | N/A | N/A | N/A | 22% | 22% | 22% | 22% |
| | Three-year depot warranty | 30% | 30% | 30% | 30% | 10% | 10% | 10% | 10% | 10% | 10% | 30% | 30% | 30% | 30% |
| | Three-year on-site repair warranty | 30% | 30% | 30% | 30% | N/A | N/A | N/A | N/A | 10% | 10% | 30% | 30% | 30% | 30% |
| All-Inclusive Hourly Rate ($ per Hour) | User training at State premises (any location in Tennessee) | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 | $ 940.00 |
| | User training at Respondent's location | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 | $ 462.00 |
| | Online user training (hourly rate per State participant) | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 | $ 231.00 |
| | Emergency maintenance or repair work performed on State premises (any location in Tennessee) | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |
| | Emergency maintenance or repair work performed at Respondent's location | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |
| | Non-emergency maintenance or repair work performed on State premises (any location in Tennessee) | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |
| | Non-emergency maintenance or repair work performed at Respondent's location | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |
| | Assembly/installation work performed on State premises (any location in Tennessee) | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |
| | Assembly/installation work performed at Respondent's location | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 | $ 192.75 |

OFFICE OF CENTRAL PROCUREMENT

## ATTACHMENT 4
## SOFTWARE LICENSE

The State of Tennessee will purchase products which are embedded with software, and such software is subject to the following license terms and conditions:

**MOTOROLASOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the State of Tennessee ("Licensee"). For good and valuable consideration, the parties agree as follows:

**Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this Agreement is attached. This Agreement is incorporated by reference into the Primary Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Primary Agreement, the terms and conditions of the Primary Agreement shall prevail.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

**Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non- exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the

Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

**Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**Section 9 CONFIDENTIALITY**

To the extent allowed by Tennessee law, and specifically subject to the requirements of Tenn. Code Ann. §10-7-101, et. seq., Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

**Section 10 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

**Section 11 NOTICES**

Notices are described in the Primary Agreement.

**Section 12 GENERAL**

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

12.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

12.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. Motorola acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

12.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

12.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10 and 12 survive the termination of this Agreement.

12.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

12.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**ATTACHMENT 5**
**WARRANTY EXPIRATION REPORT**

| |
|---|
| **State of Tennessee Radio Equipment, Maintenance, Repairs, Parts, Accessories and Test Equipment** |
| **Warranty Expiration Report** |
| **Vendor Name:** |
| **Edison Contract Number:** |
| **Quarter and Year:** |

| Model # | Serial Number | Sold to (Agency Name) | Initial Warranty Effective Date | Initial Warranty Expiration Date | Extended Warranty Purchase Pending (Y/N) |
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**ATTACHMENT 6**
**SUBCONTRACTOR AND DIVERSITY REPORT**

| |
|---|
| **State of Tennessee Radio Equipment, Maintenance, Repairs, Parts, Accessories and Test Equipment** |
| **Subcontractor and Diversity Report** |
| **Vendor Name:** |
| **Edison Contract Number:** |
| **Quarter and Year:** |

| Name of Subcontractor or Diversity Company | Address of Company | Classification (Subcontractor, Diversity or both) | Spend in Quarter with State Agencies ($) |
|---|---|---|---|
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| | | **TOTAL SPEND IN PERIOD** | **$ -** |

## ATTACHMENT 7
## USAGE REPORT

| |
|---|
| State of Tennessee Radio Equipment, Maintenance, Repair, Parts, Accessories |
| Usage Report |
| Reporting Period (Quarter-Year): |
| Vendor name: |
| Effiem Contract Number: |

Note: Please complete the spreadsheet below as indicated. The length of the spreadsheet is unrestricted--report all sales for the quarter.

| Manufacturer Item Number | Manufacturer Name | Product Number | Short Product Description | Long Product Description | Product Category | Colleges/Universities including Part numbers and Descriptions | Agency or Local Entity Purchasing | Warranty Expiration Date | QTY | UOM | Invoice Number | Invoice Date | MSRP/List Price | State Price | NIGP Code |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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**ATTACHMENT 8 KEY PERFORMANCE INDICATORS (KPI'S)**

| | |
|---|---|
| **Vendor Name:** | |
| **Edison Contract Number:** | |

| Performance Metric | Respondent Goal | Target | Frequency of Reporting Submission |
|---|---|---|---|
| Invoice Accuracy | Information required by agency supplied. | 100% | Monthly |
| Fulfillment Completeness | Minimize orders open more than 30 days (Note 2) | Less than 2% of orders shipped beyond of the agreed to delivery date | Quarterly |
| RMA Authorization | Return of failed product | Issued within 72 hours | Quarterly |
| Warranty Replacement (Basic and Extended) | Replacement of Dead on Arrival (DOA) items | Shipped within 30 days | Quarterly |
| Repair/Replacement in Warranty | Replacement | 7 Business days | Quarterly |
| | Repair | 21 Business days | Quarterly |
| Advanced Exchange Programs | Avoidance of Stocking/Downtime | Percentage Shipped within 2 business days after RMA Authorization | Quarterly |
| Equipment Delivery | Order Processing | 90% shipped within 48 hours | Quarterly |
| Reporting Accuracy and Timeliness[1] | Usage/Sales Report | 100% on time and accurate | Quarterly |
| | Subcontractor/Diversity Report | 100% on time and accurate | Quarterly |
| | Warranty Expiration Report | 100% on time and accurate | Quarterly |
| Technical Support/Help Desk | Turnaround time for information requests - Acknowledgement (Note 3) | Next Business Day | Quarterly |
| | Turnaround time for information request - fulfillment or inquiry (Note 3) | 5 business days | Quarterly |

Note: (1) Reporting will coincide with the State's Fiscal Year—starting July 1 and ending on June 30 of every year. The first quarter report will cover July 1 - September 30, the second quarter will cover October 1 -December 31, the third quarter will cover January 1 - March 31 and the fourth quarter will cover April 1 -June 30. In the event that this contract begins in the middle of a fiscal quarter, the first quarterly report will begin on the contract start date and end on the quarter's regular scheduled end date, e.g., a contract start date of February 15 would result in a first quarter report from February 15 through March 31. (2)

It is recognized that the Vendor will supply Products whose manufacturing lead time is greater than 30 days and therefore the metric shall be measured against the lead time committed to as part of the purchase order. (3) Requests made directly to Motorola's Help Desk or Technical Support Services phone line.

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

| | |
|---|---|
| **Item Title:** | Approval to Issue Request for Competitive Sealed Proposals (RFCSP) for Fire Hoses |
| **Department:** | Fire Rescue |
| **Presented by:** | Mark A. Foulks |

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Authorization to issue a Request for Competitive Sealed Proposal (RFCSP) for Fire Hose

## Staff Recommendation

Approve the issuance of RFCSP for the procurement of fire hose.

## Background Information

MFRD replaces existing hose annually, as needed, and hose for new apparatus. MFRD desires to use the RFCSP in order to study, review, and select the best quality and grade relative to price of fire hoses. MFRD plans to conduct a review process including evaluation of fire hose from each manufacturer that submits a proposal.

## Council Priorities Served

*Maintain public safety*

Good quality fire hoses are a necessity to assure that safe and efficiency of operations and to provide the highest level of service to the community.

## Fiscal Impacts

Use of this method of procurement will incur no additional administrative costs and will assure that the best value for the procurement is achieved.

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Approval to Donate Used Large Diameter Appliances

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Donation of seven used large diameter water appliances to Kittrell Volunteer Fire Department (KVFD).

## Staff Recommendation

Approve donation of used equipment.

## Background Information

MFRD desires to donate seven used large diameter appliances to KVFD. Large diameter appliances are used to attach several hoses to a water source. MFRD switched from four-inch to five-inch large diameter appliances; therefore, the four-inch appliances are no longer needed. The seven appliances to be donated are estimated at $200 in value.

## Council Priorities Served

*Establish strong City brand*

Donation of unusable but functional equipment to other public safety entity builds strong community relationships and assists in keep Tennessee citizens safe.

## Attachments

1. Photograph of large diameter appliances
2. Mutual Release of Liability and Hold Harmless Agreement

MADE IN
CANADA

## CITY OF MURFREESBORO DONATION OF Large Diameter Water Appliances

### MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements and for the donation of Large Diameter Water Appliances from the City of Murfreesboro ("City") to Kittrell Volunteer Fire Department

The City and Murfreesboro Fire Rescue mutually agree as follows:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the Large Diameter Water Appliances from the City to Kittrell Volunteer Fire Department and the use of the Large Diameter Water Appliances by Kittrell Volunteer Fire Department for whatever purposes Kittrell Volunteer Fire Department may use them for.

Kittrell Volunteer Fire Department agrees to hold City harmless in the event any claim is made against either the City or County arising from

Kittrell Volunteer Fire Department's ownership or use or failure to use said Large Diameter Water Appliances.

In executing this Release and Hold Harmless Agreement Kittrell Volunteer Fire Department acknowledges that City is making no representation as to the fitness, suitability or usability of said Large Diameter Water Appliances for their stated purpose and function; it (they) have been owned, maintained and/or used by the City for multiple years. It (or their) current condition is not known or guaranteed by City; City is providing said Large Diameter Water Appliances on an "as is" basis to Kittrell Volunteer Fire Department.

Kittrell Volunteer Fire Department shall be solely responsible for determining whether to use said Large Diameter Water Appliances for any purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

**By:**_____

**Craig Tindall, City Manager**

Kittrell Volunteer Fire Department

**By:**_____

**Title:**_____

**Approved as to form:**

_____

**Adam F. Tucker, City Attorney**

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Advanced Metering Infrastructure (AMI) Software Upgrades

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Software upgrades necessary for Advanced Metering Infrastructure (AMI) to continue functioning.

## Staff Recommendation

Upgrade the Windows Server Operating System from 2008 to 2016 and Fixed Network from version 5.1 to 5.4 for $63,780.

## Background Information

The AMI servers are currently running on Windows Server Edition 2008 which has met its end of life effective January 14, 2020.

Also, MWRD is currently running Itron Fixed Network version 5.1. We need to upgrade to version 5.4 to resolve communication and time sync issues between the servers and the field devices.

## Council Priorities Served

*Responsible budgeting*

Continued operation of the AMI system allows for efficient meter reading through automated wireless transmission

*Establish strong City brand*

Hourly meter reading allows customers to interface with their daily water usage and establish best practices in regard to water conservation and budgeting.

## Fiscal Impact

Fiscal impact will be a total of $63,780 from FY20 rate-funded capital budget.

## Attachments

Estimated Cost of Software Upgrade

Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

***Pricing Summary for***

# *Murfreesboro Water & Sewer*

*BMR# 19090-20 Ver1 Jan*
*January 10, 2020*

| Item | Part Number | Description | Qty | Unit Price | Extended Price | Notes |
|---|---|---|---|---|---|---|
| **Professional Services** | | | | | | |
| 1 | Services | Itron Supplemental Services - Upgrade Locally Installed Fixed Network Software from 5.1 to 5.4 | | | $56,320.00 | *(1)* |
| 2 | Expenses | Estimated Travel & Expenses | | | $7,460.00 | |
| | | **Total** | | | **$63,780.00** | |

**Notes and Assumptions**

(1) Itron Professional Services above are estimated to be a 2 month project duration to provide Fixed Network NAA software upgrade 5.1 to 5.4 and migrate data to new system with USS in a support role.
Itron has included a remote Project Manager 2 hours per week and 4 hours for start up/4 hours close out activities.
Mufreesboro W&S is responsible for procurement of any necessary server hardware/3rd party software upgrades.
Mufreesboro W&S will provide VPN or remote access
USS.Mufreesboro W&S is responsible for interface development. Itron has not included any services for interface work.
Itron has included 80 hours to support data migration to new system
USS will be responsible for any necessary training
Itron has included 2 trips on site. If additional travel is required, T&E will be billed at actual.
Should additional hours be required, this will be done thru the Itron Change Order process.
USS. Murfreesboro W&S to perform field work to upgrade repeaters (requires USS.Mufreesboro W&S to perform upgrade at each Repeater site).

(2) Pricing is based on Itron's standard terms and conditions.

(3) Taxes and freight are not included. Prices are in US dollars. Price is valid for 90 days.

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Annual Audit Contract

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Consider annual audit bid for Murfreesboro Water Resources Department and Stormwater Fund.

## Staff Recommendation

Approve the bid from Jobe, Hastings & Associates and allow MWRD/Stormwater Department to sign the State's electronic contract.

## Background Information

The annual audit report is a requirement of the State of Tennessee. The bid includes Murfreesboro Water Resources Department and Stormwater fund.

Jobe, Hastings & Associates is a local CPA firm with expertise in government auditing. Experienced audit managers will be assigned to perform and supervise the work.

## Council Priorities Served

*Responsible budgeting*

The performance of an independent audit allows MWRD and Stormwater funds to meet State requirements, provides assurance that national reporting and accounting standards are being followed, and ensures the financial information presented to the public is accurate.

## Fiscal Impact

The cost is budgeted in the FY21 MWRD/Stormwater budgets at $30,000 combined.

## Attachments

Jobe, Hastings & Associates bid

**JOBE, HASTINGS & ASSOCIATES**
*Certified Public Accountants*
745 SOUTH CHURCH STREET – BELMONT PARK
P.O. BOX 1175 MURFREESBORO, TN 37133-1175
(615) 893-7777 FAX: (615) 896-5990
www.jobehastings.com

James R. Jobe, CPA
Donna K. Hastings, CPA *(inactive)*
Joel H. Jobe *(1944 – 2006)*

February 25, 2020

Mr. Darren Gore
Murfreesboro Water Resources Department
P.O. Box 1477
Murfreesboro, TN 37130

Re: Audit Proposal

Dear Mr. Gore:

Thank you for the opportunity to perform the audits of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for the prior fiscal year. We appreciate the confidence that you have shown in our firm by allowing us the opportunity to submit a proposal for the coming fiscal year.

We are pleased to submit our proposal to audit the financial statements of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for the year ending June 30, 2020. The audits will be financial and compliance audits and will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, as well as those prescribed by the Comptroller of the Treasury of the State of Tennessee. Furthermore, the audit of the Water Resources Department will be conducted in accordance with all requirements of Title 2 U.S. C*ode of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

We propose to perform the audits of the Murfreesboro Water Resources Department and the Murfreesboro Stormwater Fund for a total combined fee of $28,500 ($24,900 for the Murfreesboro Water Resources Department and $3,600 for the Stormwater Fund.) This fee is based on the amount of time we feel is necessary to perform the audits in an efficient but comprehensive manner as required by the standards.

Your selection of us as auditors will enable us to begin interim audit testing prior to the fiscal year ending June 30, 2020, and meet with departmental personnel to plan the audit time-line to ensure that the deadline of October 30, 2020 is met.

If you need any additional information other than what we have provided, please let us know. We appreciate your business and look forward to continuing to work with you.

Sincerely,

James R. Jobe

James R. Jobe, CPA
Partner

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☐ |
| Direction | ☐ |
| Information | ☒ |

## Summary

Report of asphalt purchases.

## Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

## Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10 (E)(7). in compliance with this reporting requirement.

Pursuant to the City Code, § 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

## Council Priorities Served

*Responsible budgeting*

Proper procurement ensures best cost savings to the Department and our customers.

*Maintain public safety*

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

## Fiscal Impacts

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of $150,000 to $175,000 per year.

## Attachments

Asphalt Purchases Report

# MWRD - OPERATIONS & MAINTENANCE

**ASPHALT QUOTES**

| | Blue Water | | Hawkins | | Vulcan | | Notes |
|---|---|---|---|---|---|---|---|
| | *Binder* | *Topping* | *Binder* | *Topping* | *Binder* | *Topping* | |
| Jul | *$49.00* | *$61.00* | $48.50 | $60.50 | $58.00 | $67.50 | |
| Aug | *$49.00* | *$61.00* | $48.50 | $60.50 | $58.00 | $67.50 | |
| Sep | *$49.00* | *$61.00* | $48.50 | $60.50 | $58.00 | $67.50 | |
| Oct | *$50.25* | *$66.25* | $49.98 | $65.00 | $58.00 | $66.24 | |
| Nov | *$50.25* | *$62.50* | $48.50 | $61.25 | $56.84 | $65.96 | |
| Dec | *$65.00* | *$75.00* | $52.50 | $64.75 | $56.84 | $65.96 | |
| Jan | *$65.00* | *$75.00* | $47.50 | $60.50 | $56.84 | $65.96 | |
| Feb | | | | | | | |
| Mar | | | | | | | |
| Apr | | | | | | | |
| May | | | | | | | |
| Jun | | | | | | | |

# MWRD OPERATIONS & MAINTENANCE

**ASPHALT PURCHASES**

| Date | Approval | Vendor | Type | Rate | Qty | Total | FY Total |
|---|---|---|---|---|---|---|---|
| 7/23 | DH | Hawkins | BM | $48.50 | 23.97 | $1,162.55 | $1,162.55 |
| 7/23 | DH | Hawkins | 411E | $60.50 | 8.00 | $484.00 | $1,646.55 |
| 7/23 | DH | Hawkins | 411E | $60.50 | 54.06 | $3,270.63 | $4,917.18 |
| 7/26 | DH | Hawkins | BM | $48.50 | 71.84 | 3,484.24 | $8,401.42 |
| 7/29 | DH | Hawkins | BM | $48.50 | 90.02 | 4,365.97 | $12,767.39 |
| 7/30 | DH | Hawkins | BM | $48.50 | 79.41 | 3,851.39 | $16,618.77 |
| 7/30 | DH | Hawkins | BM | $48.50 | 72.00 | 3,492.00 | $20,110.77 |
| 7/31 | DH | Hawkins | BM | $48.50 | 85.00 | $4,122.50 | $24,233.27 |
| 8/27 | DH | Hawkins | BM | $48.50 | 80.67 | $3,912.50 | $28,145.77 |
| 8/27 | DH | Hawkins | BM | $48.50 | 7.98 | $387.03 | $28,532.80 |
| 8/28 | DH | Hawkins | 411E | $60.50 | 10.04 | $607.42 | $29,140.22 |
| 8/29 | DH | Hawkins | 411E | $60.50 | 15.97 | $966.19 | $30,106.40 |
| 10/31 | DH | Hawkins | BM | $48.50 | 10.00 | $485.00 | $30,591.40 |
| 10/31 | DH | Hawkins | 411E | $60.50 | 14.04 | $849.42 | $31,440.82 |
| 10/31 | DH | Hawkins | 411E | $60.50 | 10.09 | $610.45 | $32,051.27 |
| 11/25 | DH | Hawkins | 411E | $61.25 | 20.03 | $1,226.84 | $33,278.10 |
| 12/23 | DH | Hawkins | 411E | $64.75 | 14.00 | $906.50 | $34,184.60 |
| 12/31 | DH | Hawkins | BM | $52.50 | 88.02 | $4,621.05 | $38,805.65 |
| 12/31 | DH | Hawkins | 411E | $64.75 | 9.89 | 640.38 | $39,446.03 |
| 1/31 | DH | Hawkins | 411E | $60.50 | 11.99 | 725.40 | $40,171.43 |
| 2/17 | DH | Hawkins | 411E | $60.50 | 6.00 | 363.00 | $40,534.43 |
| | | | | | | | |

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Chemical Bid Extensions

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Chemical bid annual extension per pre-existing contract.

## Staff Recommendation

Approve chemical bid extensions for FY21.

## Background Information

The contracts with American Development Corporation, Brenntag Mid-South, Univar, and Polydyne chemical companies are available for extension until June 30, 2021. Extension of the contracts are in the best interest of the City and Department.

## Council Priorities Served

*Responsible budgeting*

Based upon current pricing conditions, extension of the contracts for FY21 provides responsible budgeting.

## Fiscal Impact

The price of the chemicals will be reflected in the FY 2020-21 Operating Budget. The contract price will be good through June 30, 2021.

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Planning Commission Recommendations

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☒ |
| Motion | ☐ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Rescheduling matters previously heard by the Planning Commission for public hearings before Council.

## Staff Recommendation

Reschedule public hearings for the five items below on April 30, 2020.

## Background Information

The City Council was scheduled to conduct public hearings on the matters below on March 19, 2020. However, in light of the current public health emergency and the recommendations by Federal and State Officials to limit public gatherings, staff is requesting that these items be rescheduled to April 30, 2020 instead.

During its regular meeting on November 6, 2019, the Planning Commission conducted public hearings on items “a” and “b” listed below. After the public hearing, the Planning Commission voted to recommend approval for item “a” and defer action on item “b”. At its regular meeting on January 14, 2020, the Planning Commission considered item “b” under “Old Business” and voted to recommend its approval as well.

**a.** Annexation plan of services and annexation petition [2019-508] for approximately 65 acres located along Northwest Broad Street, Springboard Landing, Inc. and Mary Hord Haymore Children, LP applicants.

**b.** Zoning application [2019-424] for approximately 65 acres located along Northwest Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD (River Landing PUD), D.R. Horton, Inc. applicant.

During its regular meeting on January 8, 2020, the Planning Commission conducted public hearings on the three items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

**c.** Zoning application [2019-445] for approximately 0.89 acres located along Bradyville Pike west of Minerva Drive to be rezoned from RS-10 to PCD (Bradyville Center PCD), Ken Xayabudda applicant.

**d.** Zoning application [2019-440] for approximately 0.71 acres located along East Vine Street east of South Highland Avenue to be rezoned from RS-8 to PRD (East Vine Villas PRD), Blue Sky Construction, Inc. applicant.

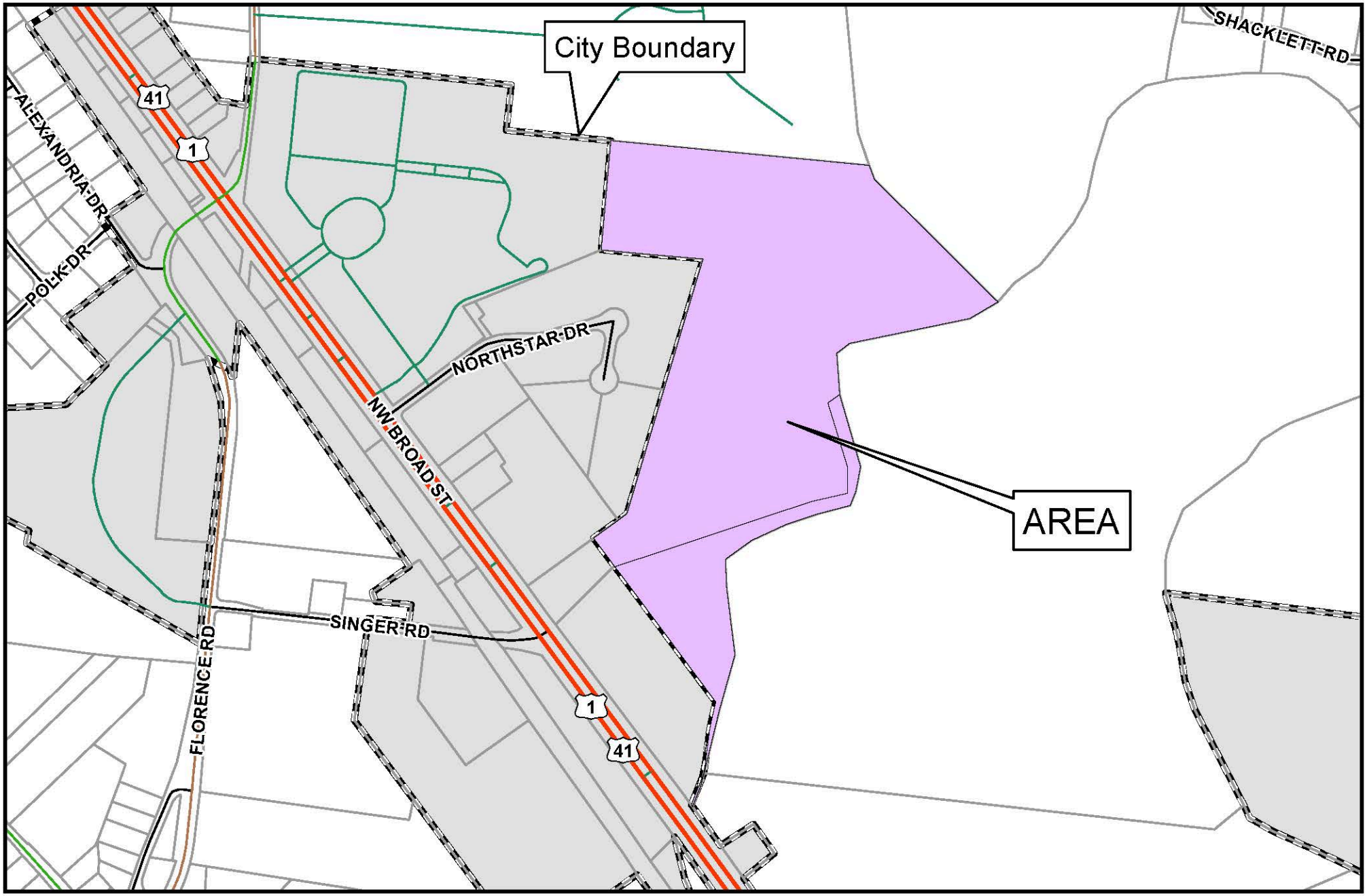
**e.** Proposed amendments to the Zoning Ordinance [2019-809] pertaining to *Section 2: Interpretation and Definitions*, regarding the definition of "family"; *Section 10: Variances; Section 18: Regulations of General Applicability,* regarding lighting fixtures at recreational fields; and *Section 27: Landscaping and Screening*, regarding landscaping for stormwater management areas, City of Murfreesboro Planning Department applicant.

**Fiscal Impact**

The only fiscal impact is the cost of re-advertising in the newspaper (exact cost unknown at this time).

**Attachments:**

1. Map for annexation petition for approximately 65 acres located along Northwest Broad Street
2. Map for zoning application for approximately 78 acres located along Northwest Broad Street
3. Map for zoning application for approximately 0.89 acres located along Bradyville Pike
4. Map for zoning application for approximately 0.71 acres located along East Vine Street

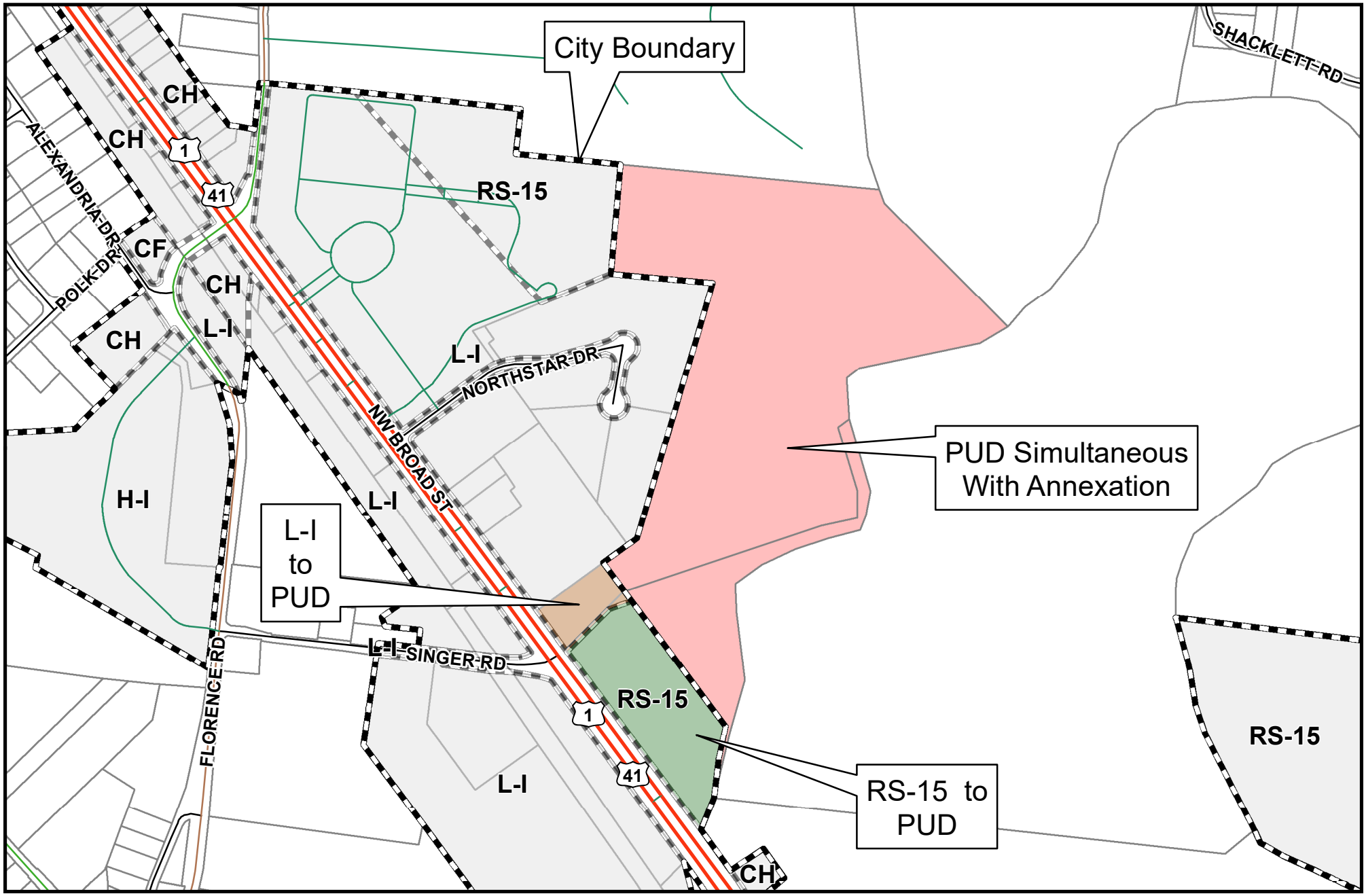



Annexation Requiest for Property
Along Northwest Broad Street

0 500 1,000 2,000 3,000 Feet

N W E S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

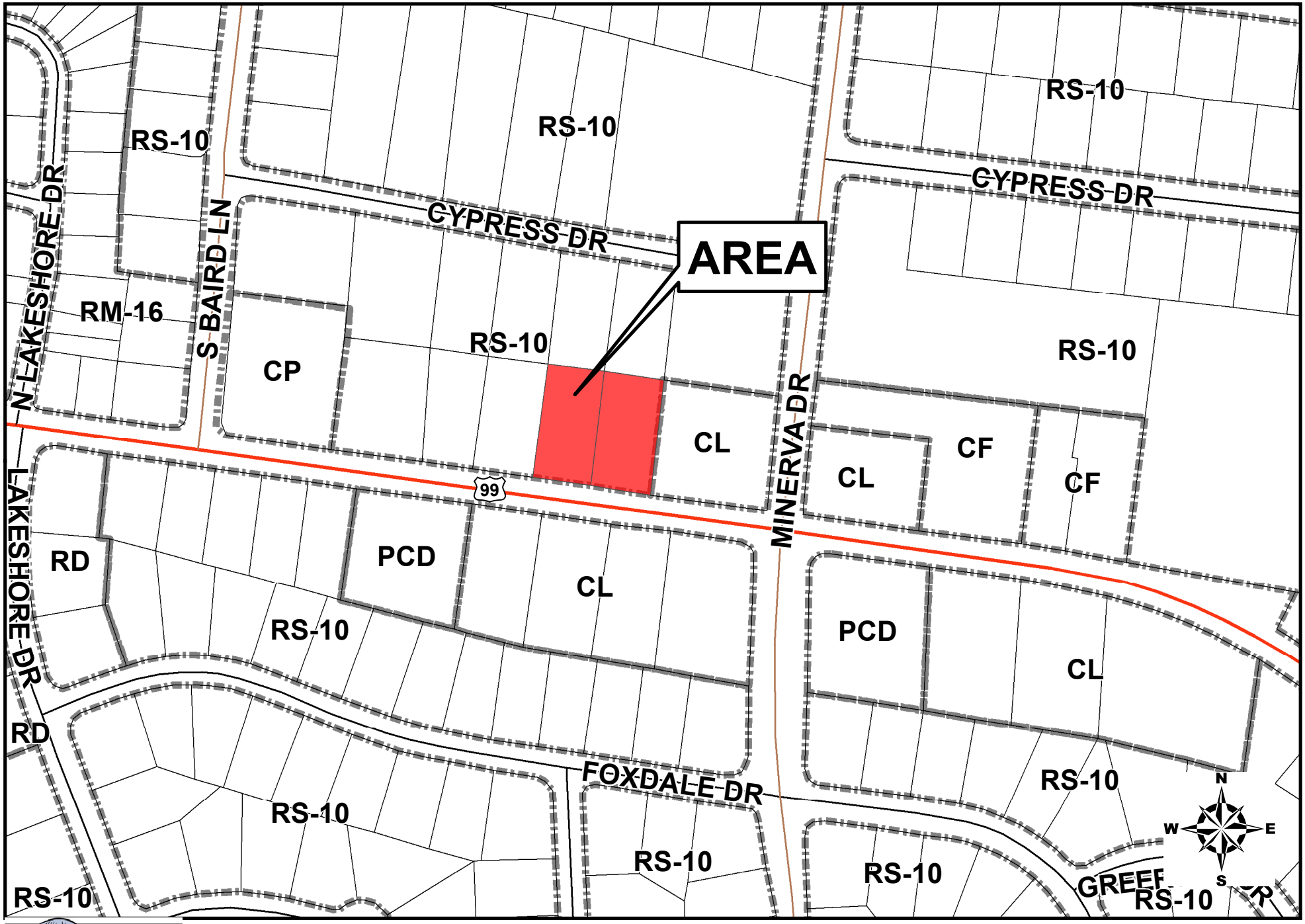



Rezoning Request for Property Along Northwest Broad Street
L-I and RS-15 to PUD and PUD Simultaneous with Annexation (River Landing PUD)

0 500 1,000 2,000 3,000 Feet

N W E S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

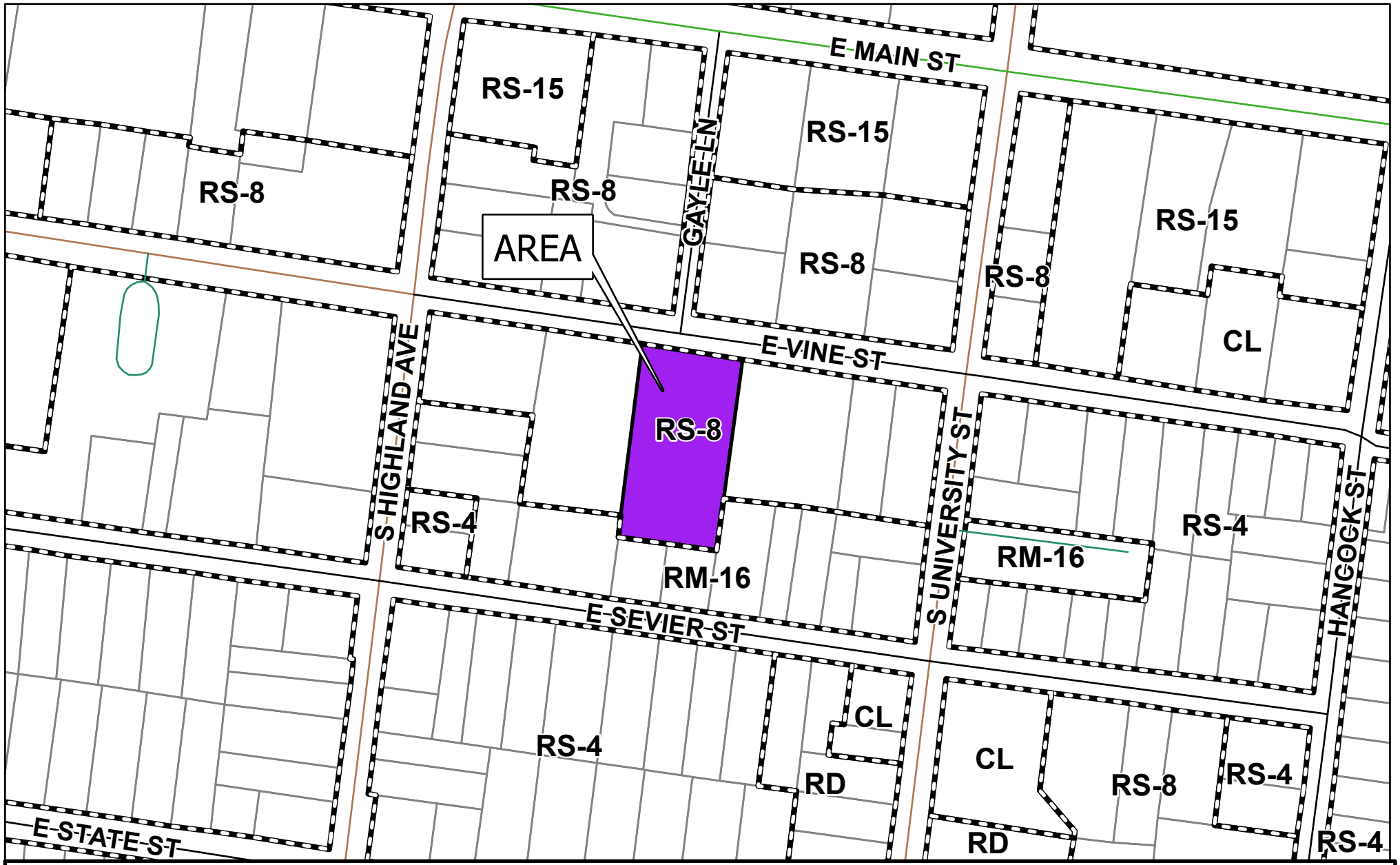



# Zoning Request for Property Along Bradyville Pike
## RS-10 to PCD (Bradyville Center PRD)

0 150 300 600 900 Feet

City of MURFREESBORO TENNESSEE

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov




N
W E
S

Zoning Request for Property Along East Vine Street
RS-8 to PRD (East Vine Villas PRD)

0 125 250 500 750 Feet

City of Murfreesboro Tennessee

City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Planning Commission Recommendations

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☒ |
| Motion | ☐ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

## Staff Recommendation

Schedule public hearings for the five items below on May 7, 2020.

## Background Information

During its regular meeting on March 11, 2020, the Planning Commission conducted public hearings on the six items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

**a.** Zoning application [2019-447] to amend the Old Fort Plaza PUD for approximately 5.4 acres located along Old Fort Parkway in order to modify the site and building design, Autumn Plaza Partners applicant.

**b.** Zoning application [2020-401] for approximately 0.36 acres located along East Vine Street and South Bilbro Avenue to be rezoned from RS-8 to PRD (Bilbro & Vine Towns PRD), Gregg Stanley applicant.

**c.** Zoning application [2019-434] for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street to be rezoned from OG-R to PUD (One East College PUD), 705 4th Avenue South Holding Company applicant.

**d.** Annexation plan of services and annexation petition [2020-501] for approximately 26.8 acres located along New Salem Highway and Barfield Road, New Salem Land Development, LLC applicant.

**e.** Zoning application [2020-402] for approximately 26.8 acres located along New Salem Highway and Barfield Road to be zoned CH simultaneous with annexation and approximately 1.1 acres to be rezoned from RS-15 to CH, New Salem Land Development, LLC applicant.

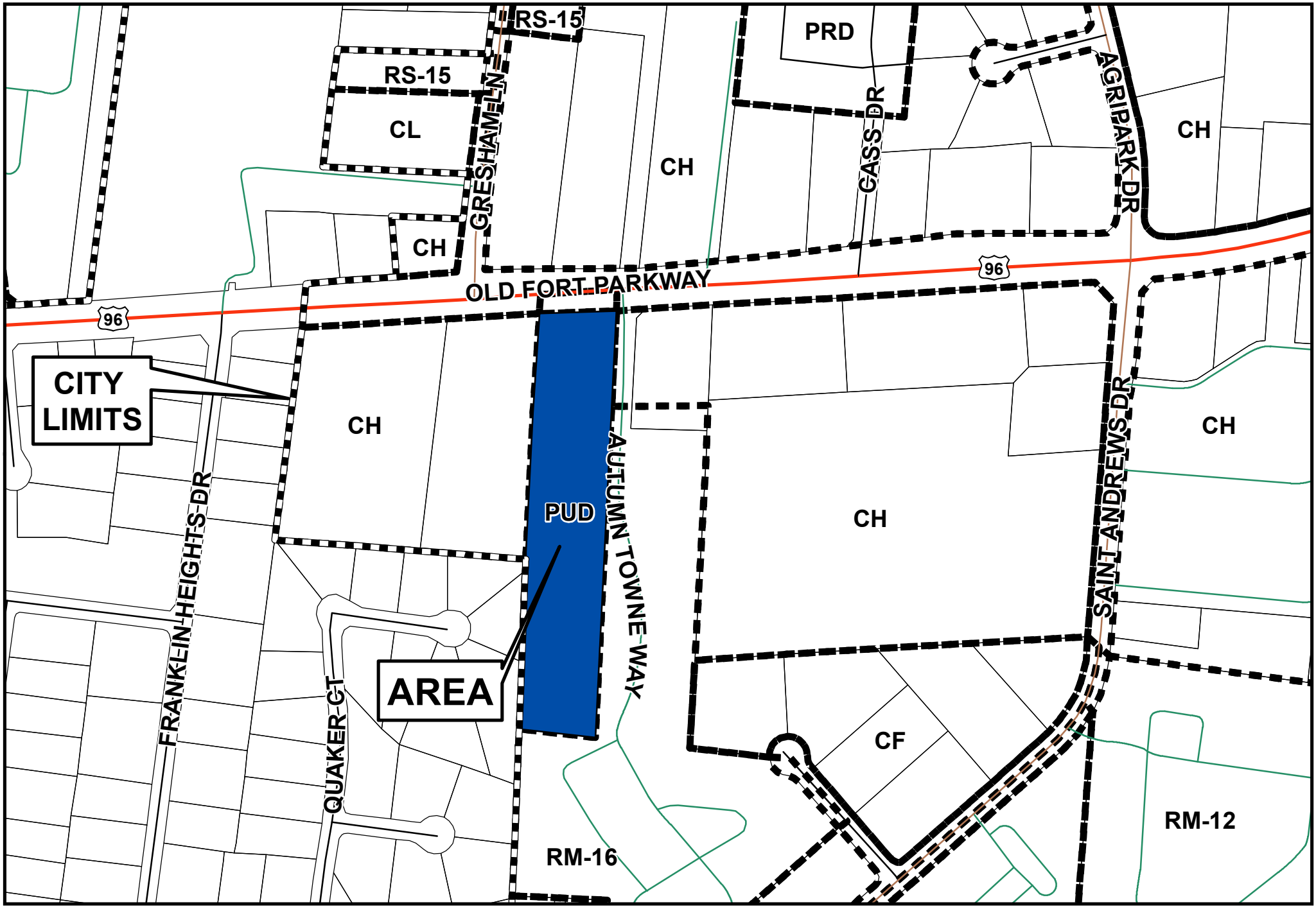
**f.** Zoning Ordinance amendment [2020-801] pertaining to outdoor storage, temporary and accessory structures and uses, review time limits, lighting, and yard encroachments, City of Murfreesboro Planning Department applicant.

**Fiscal Impact**

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

**Attachments:**

1. Map for zoning application for approximately 5.4 acres located along Old Fort Parkway
2. Map for zoning application for approximately 0.36 acres located along East Vine Street and South Bilbro Avenue
3. Map for zoning application for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street
4. Map for annexation petition for approximately 26.8 acres located along New Salem Highway and Barfield Road
5. Map for zoning application for approximately 27.9 acres located along New Salem Highway and Barfield Road

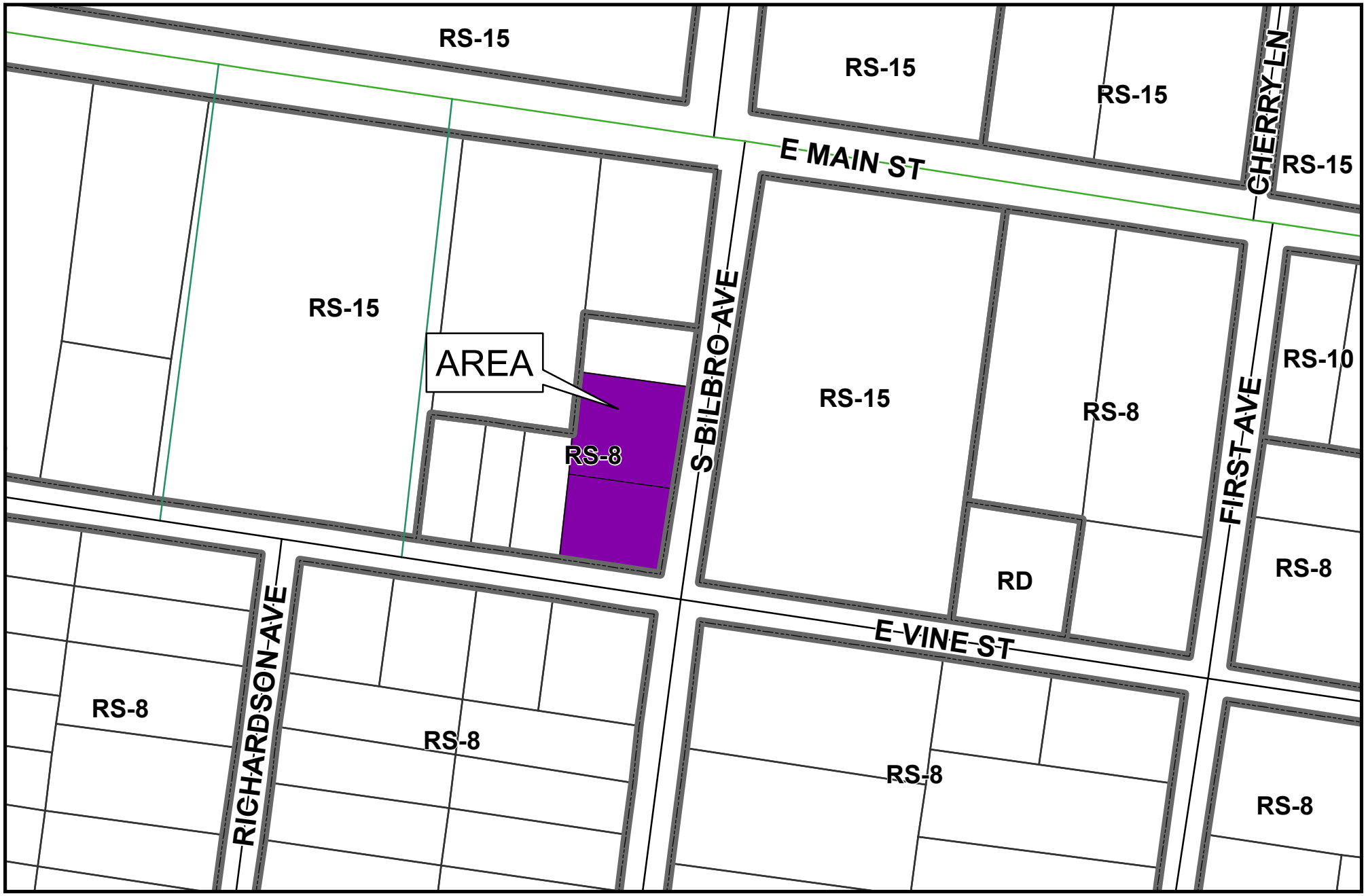



**Zoning Request Along Old Fort Parkway**
**PUD Amendment (Old Fort Plaza PUD)**

0 125 250 500 750 1,000 Feet

N W E S

Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



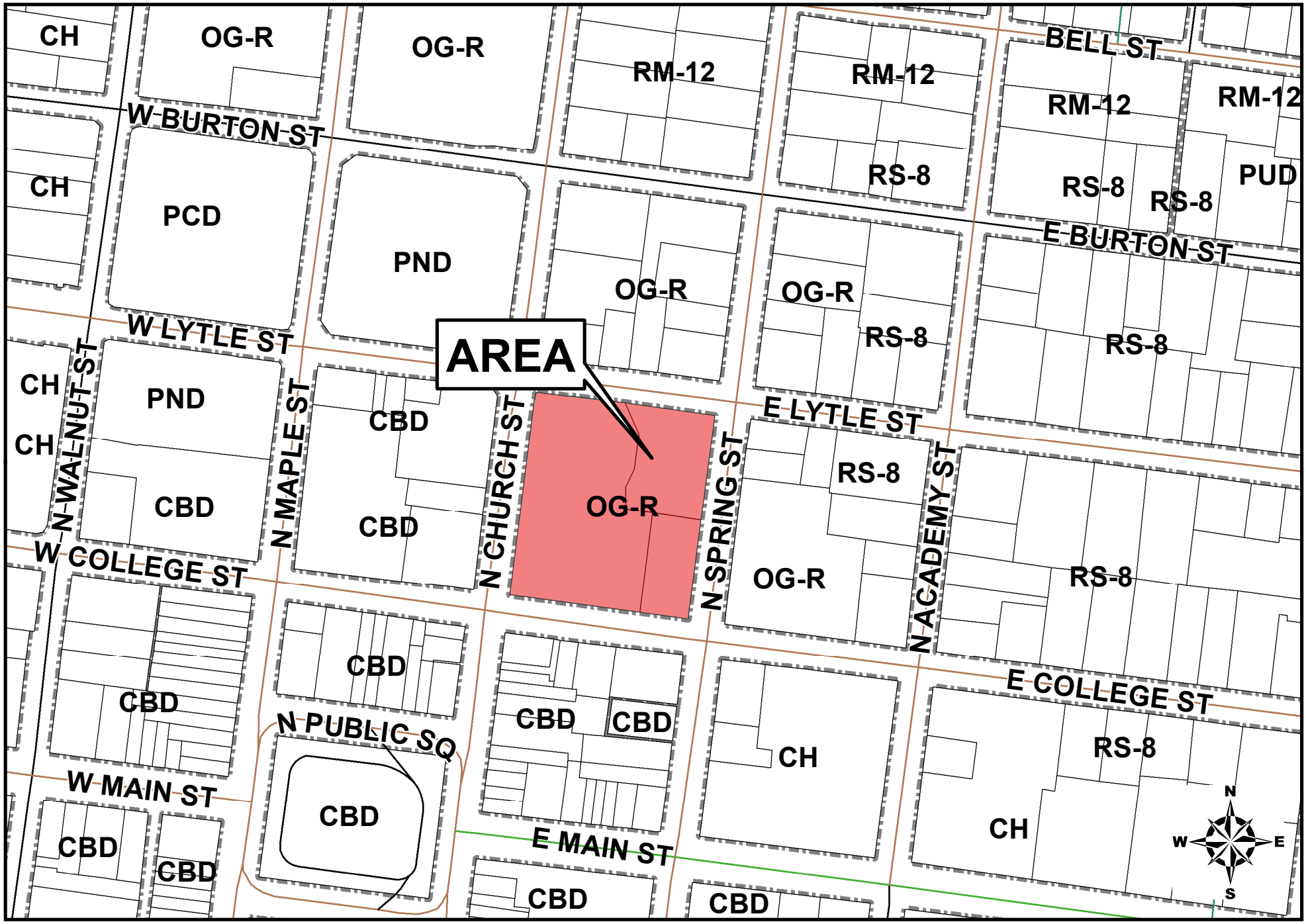

Rezoning Request for Property Along South Bilbro Avenue and East Vine Street
RS-8 to PRD (Bilbro & Vine Towns PRD)

0 100 200 400 600 Feet

N W E S

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Path: X:\FILE_ROOM_FOLDERS\Rezonings\2020\2020-401_Bilbro_&_Vine_Towns\Maps\Bilbro and Vine.mxd

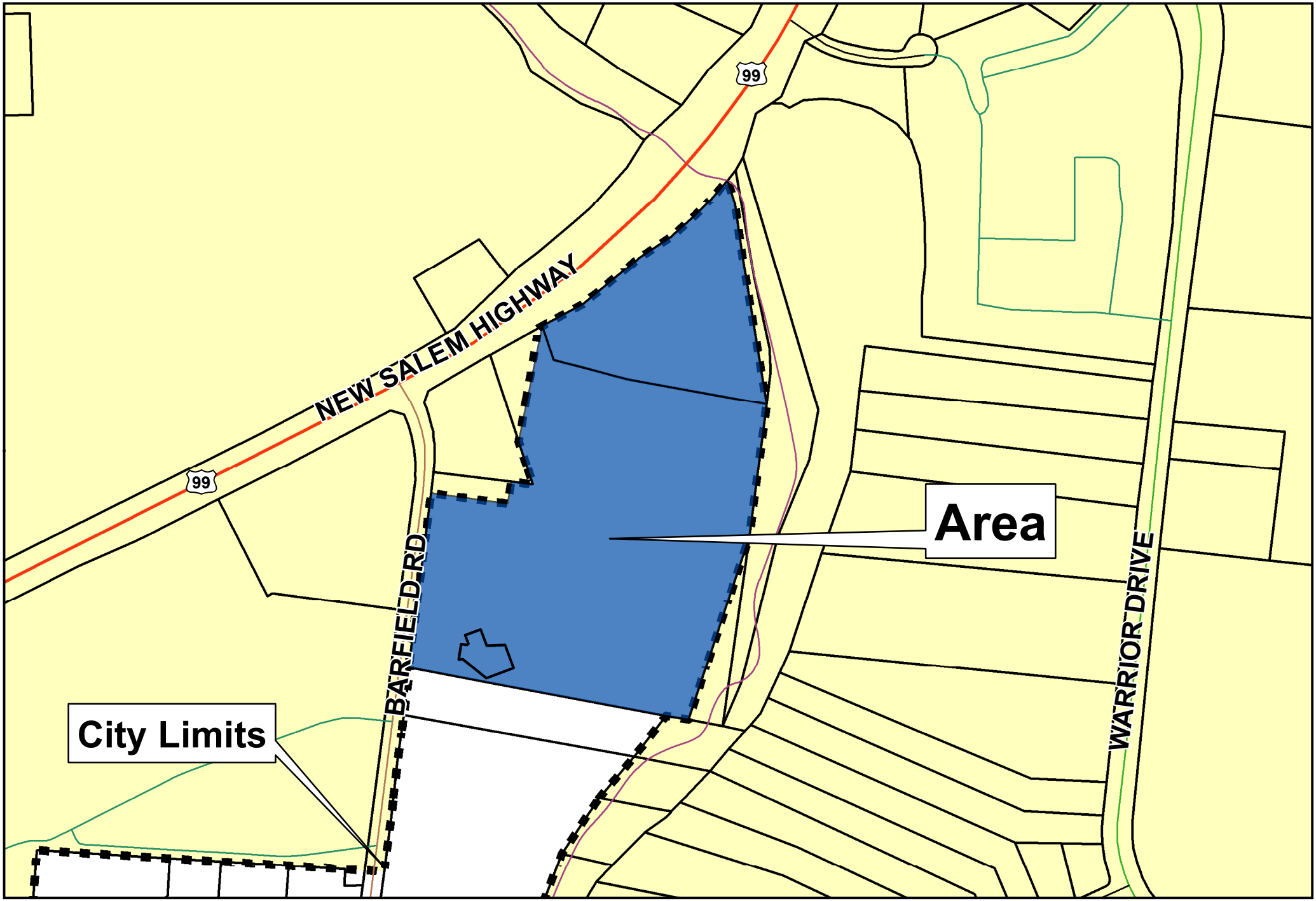



City of MURFREESBORO TENNESSEE

Zoning Request for Property Along East College Street,
North Church Street, North Spring Street & East Lytle Street
OG-R to PUD (One East College PUD)

0 100 200 400 600 800 Feet

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



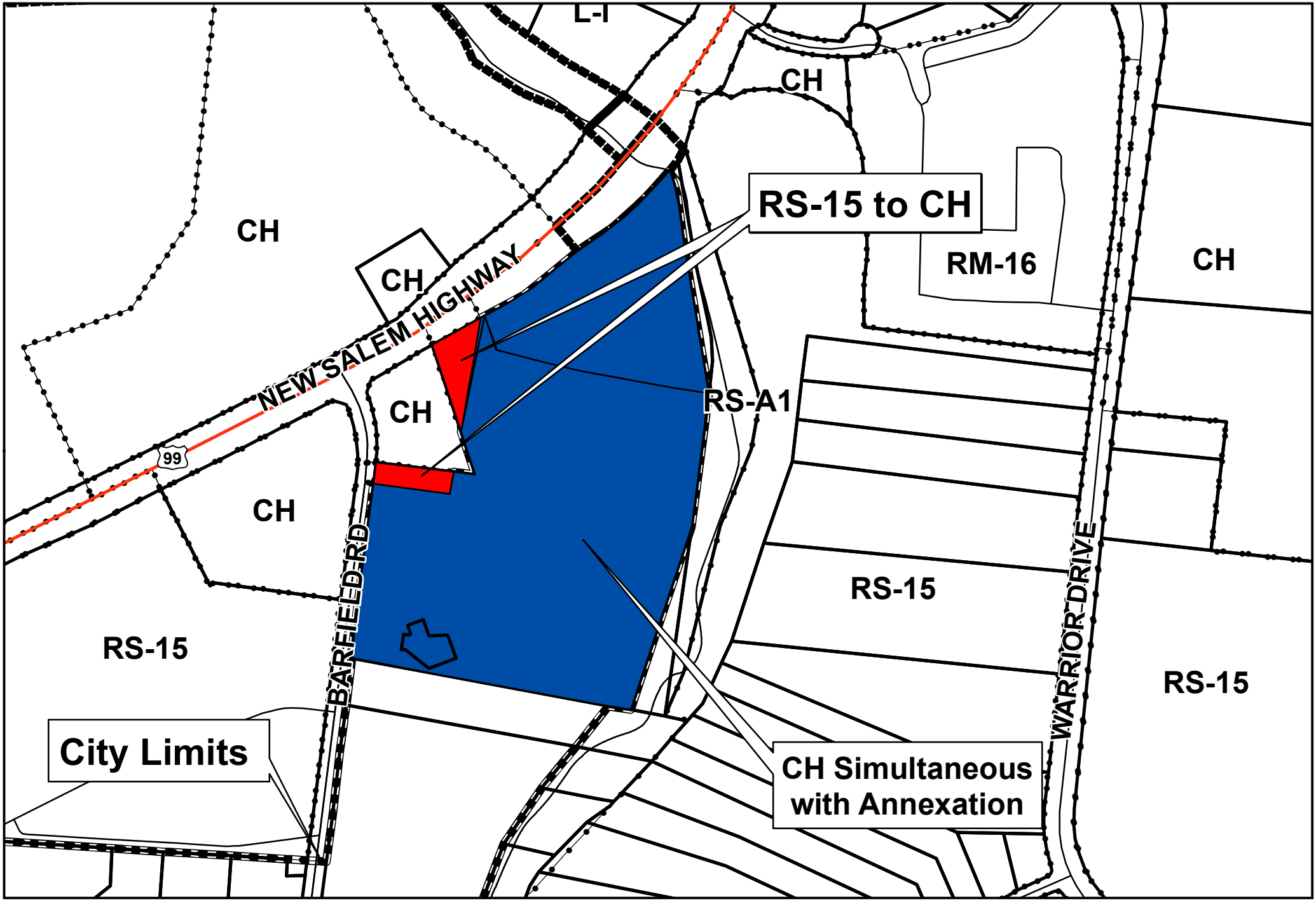

City of MURFREESBORO TENNESSEE

**Annexation Request for Property**
**Along New Salem Highway and Barfield Road**

0 100 200 400 600 800 1,000 Feet

N W E S

**Planning Department**
**City of Murfreesboro**
**111 West Vine Street**
**Murfreesboro, TN 37130**
**murfreesborotn.gov/planning**




**Rezoning Request Along New Salem Highway and Barfield Road**
**CH Simultaneous with Annexation and RS-15 to CH**

0 100 200 400 600 800 1,000 Feet

N W E S

Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Sale of City Land to Rutherford County Schools

**Department:** Administration

**Presented by:** Gary Whitaker, Assistant City Manager

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

**Summary**

Sale of 154 acres located at 7096 and 7352 Franklin Road to Rutherford County Schools for $4,200,000.

**Staff Recommendation**

Approve the sale of land to Rutherford County Schools.

Planning Commission approved the proposed sale on March 11, 2020.

**Background Information**

In 2017, the City purchased 154 acres along on Highway 96 (Franklin Road) for potential expansion of City facilities. The purchase cost of the property was $3.85 million. The City has no immediate plans for the property. Consideration was given to potential use of the property as a possible park site; although, other locations in the area are more suitable. Recently, Rutherford County Schools contacted staff about purchasing the property for a new school site which will service City as well as County residents.

An appraisal was done for Rutherford County Schools. The appraisal found the current value of the land to be $4,200,000. The City and County have developed a purchase agreement. This agreement provides the County with a standard due diligence period for further engineering study of the property.

**Council Priorities Served**

*Responsible budgeting*

The proposed transaction, pending Legal Department review, provides funding for a future park and offers an alternative to the debt funding thereby lowering the City's debt service requirements.

*Improve economic development*

A new school built in Rutherford County factors into any future economic development plans for Murfreesboro and Rutherford County.

**Fiscal Impact**

Upon closing and transfer of the property, the City will receive approximately $4.2 million in revenue.

**Attachments**

Proposal Letter and Real Estate Purchase Agreement, pending Legal Department review

ROGER W. HUDSON
JEFFREY L. REED
NICK C. CHRISTIANSEN
DANIEL W. AMES
MATTHEW Z. HUFFER
D. RANDALL MANTOOTH, OF COUNSEL

16 PUBLIC SQUARE NORTH
P.O.BOX 884 (37133-0884)
MURFREESBORO, TN 37130
PHONE: (615) 893-5522
FAX: (615) 849-2135
WWW.MBOROLAW.COM

HUDSON, REED & CHRISTIANSEN, PLLC
ATTORNEYS AT LAW

February 6, 2020

Craig Tindall, City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

**VIA HAND-DELIVERY**

Gary Whitaker, Assistant City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

**VIA HAND-DELIVERY**

Adam Tucker, City Attorney
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

**VIA HAND-DELIVERY**

RE: 7096 Franklin Road, Murfreesboro, Tennessee

Dear Gentlemen:

Please find enclosed a draft proposed contract from the Rutherford County Board of Education to purchase 154 acres located at 7096 Franklin Road from the City of Murfreesboro for $4,200,000.00. I am also enclosing an appraisal which was completed in regards to the Property. The appraisal finds the present value of the property to be $4,200,000.00. The contract also proposes to reimburse the City for certain testing, studies and surveys the City has conducted in regards to the Property. The contract will be contingent upon approval by the Rutherford County Commission and satisfactory test results showing the Property to be suitable for a two school complex. I would appreciate it if you would please pass this proposed contract along to the City Council for its consideration.

If the City Council or you have any questions regarding the proposed contract, please let me know. Additionally, if this is to be placed on the City Council agenda for consideration, I would kindly ask that you advise as to the meeting date and time so that county school system representatives are available to answer any questions.

Thank you for your consideration.

Sincerely,

Jeff Reed

JLR:jda
Enclosures

# REAL ESTATE PURCHASE AGREEMENT
(Hwy 96 Property)

THIS AGREEMENT is made as of the _____ day of _____, 2020 ("Effective Date"), between CITY OF MURFREESBORO ("Seller"), and the RUTHERFORD COUNTY BOARD OF EDUCATION ("Buyer").

Background

Buyer wishes to purchase real property located at 7096 Franklin Road, in Murfreesboro, Rutherford County, Tennessee consisting of approximately one hundred fifty-four (154) acres, more or less, consisting of two tracts, as more particularly described in the attached Exhibit "A" (the "Property"), together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith; and

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars ($10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

## 1. PURCHASE PRICE AND PAYMENT

1.1 Purchase Price; Payment. The total Purchase Price for the Property shall be Four Million Two Hundred Thousand Dollars ($4,200,000). The Purchase Price shall be paid in cash at closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Ten Thousand Dollars ($10,000.00) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.

1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date. Seller will pay any rollback taxes. At Closing, one hundred and ten percent (110%) of the estimated amount of the roll-back taxes by the Rutherford County Assessor's Office will be withheld from Seller's proceeds and held in escrow by Escrow Agent to be disbursed by Escrow Agent to pay the rollback taxes upon receipt of the rollback tax bill. Any remaining monies in the roll-back tax escrow after payment of the rollback taxes shall be paid to Seller. If the rollback tax escrow is insufficient to pay the rollback taxes, Seller shall pay the shortage amount to the Escrow Agent within ten (10) days of written notice from Escrow Agent.

1.4 Closing Costs.

(a) Seller shall pay:

(1) Costs of preparation of the Warranty Deed; and

(2) Seller's attorneys' fees.

(b) Buyer shall pay:

(1) Transfer taxes and recording fees for recordation of the Deed;

(2) The costs of the title insurance;

(3) The costs of any testing or studies undertaken by Buyer;

(4) The costs of any new Survey if undertaken by Buyer;

(5) Buyer's attorneys' fees.

## 2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer {the "Effective Date") and ends at midnight ninety (90) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, doing geotechnical testing, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi- governmental authorities or organizations. The obligations contained in this section shall survive the termination of this Agreement. At the expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable to Buyer, but shall be applicable to the purchase price at closing. Buyer shall have the right to extend the Inspection Period, two (2) times for an additional sixty (60) day period each by written notice to Seller prior to the expiration of the then current Inspection Period. If Buyer does not close on the purchase of the Property, Buyer agrees to provide Seller copies of any testing, studies and reports undertaken by Buyer on the Property.

2.2 Buyer's Termination Right. Prior to the expiration of the Inspection Period, or any extended Inspection Periods if extended, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with this Agreement towards closing on the purchase of the Property, which election shall be made by written notice to Seller given within the then current Inspection Period. If Buyer does not provide Seller written notice to proceed to closing prior to the expiration of the then current inspection period, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If Buyer gives written notice of the election to proceed to close

to Seller prior to the expiration of the then current Inspection Period, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms, conditions and contingencies in this Agreement, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition, contingency, or the default of Seller hereunder.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. on the thirtieth (30th) day following the end of the Inspection Period or at such other time and place and in such manner as Seller and Buyer may agree.

2.4 Reimbursement of Seller for Certain Testing Costs. If Buyer closes on the purchase of said Property, Buyer shall reimburse the Seller for the actual costs incurred by the Seller for the following surveys, studies, and reports up to the maximum amounts stated below on the following conditions: (i) Buyer is able to utilize the survey, study or report, and (ii) the survey, study, or report is reissued and certified by the professionals issuing the survey, study, or report to the Buyer:

Phase 1 Environmental Study $2,900

Boundary Survey $11,185

Topographical Survey $8,472.50

Wetland Study $9,500

Waters of the State Report $7,500

Preliminary Geotechnical Report $16,177.85

## 3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property.

3.2 Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property. This provision shall not affect any future 1033 or 1033B Exchange (or any other Reinvestment Tax Code) for reinvestment for the Seller.

3.3 Environmental Matters: Wetlands. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, hazardous material, or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. The Seller discloses the Property does contain wetlands.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing, Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.5 Assistance to Obtain Easements. Seller agrees to assist Buyer to obtain any easements from the State of Tennessee needed for Buyer's planned use of the Property.

## 4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

(b) Terminate this Agreement and receive a full refund of all earnest money.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

## 5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of the following in regards to the Property: Copies of all prior title policies, boundary surveys, topographic surveys, environmental reports, wetland and waters of the State reports and studies, and geotechnical reports. Seller shall convey free and clear fee simple title to the Buyer at the time of closing free and clear of all Deeds of Trust, liens, easements and encumbrances except for permitted exceptions approved by Buyer.

## 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) The title insurance commitment shall have been issued and updated through Closing, subject only to permitted exceptions approved by Buyer.

(b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.

(c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.

(d) The Seller granting to the Buyer at no additional cost any right of way, gas, water, sewer, and/or electric utility line easements the Buyer determines are necessary for Buyer's planned use of the Property across any Seller owned property.

(e) The Seller granting to the Buyer at no cost any drainage easements the Buyer determines are necessary for Buyer's planned use of the Property.

(f) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.

(g) Buyer receiving any easements that Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(h) Approval of funding for the purchase of the Property by the Rutherford County Commission.

(i) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

## 7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's legal and equitable remedies shall include, but not be limited to, termination of this Agreement and the retention of Buyer's Earnest Money Deposit as DAMAGES for such breach, and all other remedies allowed by law.

## 8. MISCELLANEOUS

8.1 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, hand-delivery, or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

| | |
|---|---|
| As to Seller: | City of Murfreesboro<br>Attn: Craig Tindall, City Manager<br>111 West Vine Street<br>Murfreesboro, TN 37130<br>Telephone: (615) 849-2616<br>Facsimile: (615) _____ |
| With a copy to Seller's Counsel: | _____<br>_____<br>_____<br>Telephone: _____<br>Facsimile: _____ |
| As to Buyer: | Rutherford County Board of Education<br>Attn: William Spurlock<br>Southgate Blvd.<br>Murfreesboro, TN 37130 |
| With a copy to Buyer's Counsel: | Jeff Reed<br>16 Public Square North<br>Murfreesboro, TN 37130<br>Telephone: (615) 893-5522<br>Facsimile: (615) 849-2135 |
| With a copy to Escrow Agent: (if required) | Hudson, Reed & Christiansen, PLLC<br>16 Public Square North<br>Murfreesboro, TN 37130<br>Telephone: (615) 893-5522<br>Facsimile: (615) 849-2135 |

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, by hand-delivery, or by confirmation of the facsimile transmission.

8.2 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. This section shall survive the Closing or a prior termination hereof.

8.3 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.4 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.5 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.6 Post-Closing Obligations of Buyer. The obligations of the City in Section 3.5 shall survive closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By:_____
Name:_____
Title: Chairman

"SELLER"

CITY OF MURFREESBORO

By:_____
Title: _____

## JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.

2. Indemnity. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

5. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC

By:_____
Its Authorized Agent

Date:_____

EXHIBIT "A"

TRACT 1:

Located in the 7th Civil District of Rutherford County, Tennessee. Bound on the north by Lot 250, Royal Glen, Section VI (Plat Book 29, page 67); on the east by Royal Glen, Section V (Plat Book 23, page 139) and Royal Glen, Section II (Plat Book 21, page 193); on the south by Franklin Road (State Route 96); and on the west by Maria S. Richards, [Trustee of the Maria S. Richards Revocable Living Trust] (Record Book 264, page 1904).

Beginning at an iron pin found in the north right-of-way of Franklin Road, said pin being the southwest corner of Lot 82, Royal Glen, Section II (Plat Book 21, page 193) and the southeast corner of this tract; thence with the north right-of-way of Franklin Road, N-72°12'23"-W, 296.59 feet to a point; thence continuing with said right-of-way, N-71°24'07"-W, 236.04 feet to a point; thence N-72°07'41"-W, 360.67 feet to a point; thence N-76°15'49"-W, 16.84 feet to a point; being the southwest corner of this tract; thence leaving the north right-of-way of Franklin Road with the east line of Maria S. Richards, N-15°03'08"-E, 920.20 feet to a point; thence continuing with said line, N-24°26'23"-E, 22.88 feet to a fence corner at 18" hackberry; thence N-06°47'23"-E, 217.72 feet to a point; thence N-16°35'34"-W, 712.17 feet to a point; thence N-42°01'58"-W, 45.55 feet to a fence line intersection, being the northwest corner of this tract; thence with the south line of Lot 250, Royal Glen, Section VI, S-82°57'18"-E, 1085.24 feet to an iron pin found, being the northeast corner of this tract; thence with the west line of Royal Glen, Section V, S-06°49'32"-W, 467.24 feet to an iron pin found; thence continuing with the west line of Royal Glen Section V, S-06°50'07"-W, 522.70 feet to an iron pin found; thence with the west line of Royal Glen, Section II, S-06°49'51"-W, 150.00 feet to an iron pin found; thence continuing with the west line of Royal Glen, Section II, S-07°40'06"-W, 255.21 feet to an iron pin found; thence S-07°45'55"-W, 402.97 feet to an iron pin found; thence S-07°37'58"-W, 207.28 feet to the pin at the beginning, containing 37.83 acres, more or less, according to survey performed by William H. Huddleston IV, R.L.S. #1630, dated January 26, 2017.

Being the same property conveyed to City of Murfreesboro, a municipal corporation by deed of record in Record Book 1544, page 3205, Register's Office of Rutherford County, Tennessee.

Tract 2:

Located in the 7th Civil District of Rutherford County, Tennessee. Bound on the north by Lot 250, Royal Glen, Section VI (Plat Book 29, page 67); on the east by James C. Tenpenny and Kenneth L. Tenpenny [Co-Trustees of the Tenpenny Family Trust] (Record Book 331, page 594); on the south by Franklin Road (State Route 96); and on the west by Roger D. Harrell (Record Book 647, page 1281) and Lucy Baskin Hollis (Record Book 470, page 1165).

Commencing at an iron pin found in the north right-of-way of Franklin Road, said pin being the southwest corner of Lot 82, Royal Glen, Section II (Plat Book 21, page 193) and the southeast corner of James C. Tenpenny and Kenneth L. Tenpenny; thence with the north right-of-way of Franklin Road, N-72°12'23"-W, 296.59 feet to a point; thence continuing with said right-of-way N-71°24'07"-W, 236.04 feet to a point; thence N-72°07'41"-W, 360.67 feet to a point; thence N-76°15'49"-W, 16.84 feet to a point for the Point of Beginning, being the southeast corner of this tract; thence with the north right-of-way of Franklin Road, N-76°15'49"-W, 55.63 feet to a point; thence continuing with said right-of-way, N-76°00'07"-W, 140.85 feet to a point; thence N-76°51'00"-W, 23.70 feet to a point; thence N-88°31'36"-W, 203.57 feet to a point; thence N-87°10'30"-W, 4.81 feet to a point; thence N-87°10'30"-W, 37.37 feet to a point; thence S-

81°52'02"-W, 87.63 feet to a point; thence S-88°06'18"-W, 30.24 feet to a point; thence S-88°06'18"-W, 206.80 feet to a point; thence S-88°52'04"-W, 27.75 feet to a point; thence S-87°03'58"-W, 99.66 feet to a point; thence S-87°03'58"-W, 493.18 feet to a point; thence S-89°40'26"-W, 102.72 feet to a point; thence S-89°40'24"-W, 158.65 feet to a point; thence N-87°41'17"-W, 833.03 feet to an iron pin found, being the southwest corner of this tract; thence leaving the north right-of-way of Franklin Road with the east line of Roger D. Harwell and Lucy Baskin Hollis, respectively, N-03°55'37"-E, 2103.58 feet to a fence corner, being the northwest corner of this tract; thence with the south line of Lot 250, Royal Glen, Section VI, S-82°54'36"-E, 2411.28 feet to a fence line intersection, being the northeast corner of this tract; thence with the west line of James C. Tenpenny and Kenneth L. Tenpenny, S-42°01'28"-E, 45.55 feet to a point; thence continuing with said line, S-16°35'34"-E, 712.17 feet to a point; thence S-06°47'23"-W, 271.72 feet to a fence corner at 18" hackberry; thence S-24°26'23"-W, 22.88 feet to a point; thence S-15°03'08"-W, 920.20 feet to the pin at the Point of Beginning, containing 116.21 acres, more or less, according to survey performed by William H. Huddleston, IV, RLS # 1630, dated January 26, 2017.

Being the same property conveyed to City of Murfreesboro, a municipal corporation, by deed of record in Record Book 1544, page 3223, Register's Office of Rutherford County, Tennessee.

IT Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesboroth.gov
ANNADEL ST
96
96
FOX RIDGE DR
City of
MURFREESBORO
TENNESSEE
[redacted]
City Property
Hwy 96-Franklin Road
1 inch = 600 feet

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Refinance City General Obligation and Water Resources Variable Rate Debt

**Department:** Administration

**Presented by:** Craig Tindall, City Manager

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☒ |
| Motion | ☐ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Refinance City General Obligation and Water Resources General Obligation variable rate debt to fixed rate

## Staff Recommendation

Approve Resolution 20-R-06 authorizing the Refunding of variable rate debt to fixed rate debt.

## Background Information

The City's financial adviser, Cumberland Securities, presented a refinancing plan at the February 12, 2020 City Council meeting for the City's existing variable rate debt held after June 30, 2020.

The proposed debt to be refinanced includes the City's General Obligation Loan, Series 2008, dated 2/14/2008. That issuance financed construction, improvement, renovation, and equipping of several City facilities including City Schools, MFRD, Transit, and parks. It financed construction and improvement of roads and acquire equipment for various departments including MPD, Solid Waste, MFRD, and Streets.

The proposed refunding complies with the City's adopted debt management policy since the proposed fixed rate bond issuance is designed to reduce interest rate, remarketing and liquidity risk. It is possible the refinancing of the remaining $17.3 million of this debt could save the City approximately $450,000 in budgeted interest costs.

Also proposed are two loans for MWRD, including the Series 2003 issuance, dated 12/10/2003, and Series 2007 issuance, dated 3/12/2007. These issuances financed various projects including the expansion and upgrade of the Stones River Water Treatment Plant, replacement of the Jones Blvd water tank, and construction, repair, improvement and extension of water and sewer systems of the City.

The proposed refunding complies with the City's adopted debt management policy. It reduces the interest rate and debt service. It also reduces remarketing and liquidity risk. Depending on market conditions, refinancing the remaining $20.4 million of this

debt could save the City approximately $830,000 in budgeted interest costs.

By competitively selling these bonds, the City will eliminate all of its variable rate debt taking advantage of historically low fixed rates.

**Council Priorities Served**

*Responsible budgeting*

Moving from variable to fixed rate will allow for precise budgeting and eliminates the potential for future rate variances to negatively impact the City's financial position.

**Fiscal Impact**

Estimated savings for General Fund is $450,000 and $830,000 for Water Resources Department.

**Attachments**

Resolution 20-R-06

**RESOLUTION NO. 20-R-06**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF MURFREESBORO, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

**WHEREAS**, pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, the City of Murfreesboro, Tennessee (the "Municipality") entered into (i) a Loan Agreement dated December 10, 2003 (the "2003 Loan Agreement"), by and among The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), the Municipality and First Tennessee Bank National Association (the "Purchaser"), which was funded from the proceeds of the Authority's Local Government Loan Program Bond, Series 2003 (City of Murfreesboro Loan), dated December 10, 2003 (the "Series 2003 Bond"); (ii) a Loan Agreement dated March 12, 2007 (the "2007 Loan Agreement"), by and among the Authority, the Municipality and the Purchaser, which was funded from the proceeds of the Authority's Local Government Loan Program Bond, Series 2006 (City of Murfreesboro Loan), dated March 12, 2007 (the "Series 2007 Bond"); and (iii) a Loan Agreement dated February 14, 2008 (the "2008 Loan Agreement" and collectively, the "Loan Agreements"), by and among the Authority, the Municipality and the Purchaser, which was funded from the proceeds of the Authority's Local Government Loan Program Bond, Series 2008 (City of Murfreesboro Loan), dated February 14, 2008 (the "Series 2008 Bond" and collectively, the "Authority Bonds"); and

**WHEREAS**, pursuant to the Loan Agreements, the Authority made loans to the Municipality for the purpose of funding various public works projects; and

**WHEREAS**, the Loan Agreements bear interest at variable rates; and

**WHEREAS**, the refinancing of the Loan Agreements to fixed rate indebtedness will reduce the Municipality's exposure to the costs and risks attendant to variable rate indebtedness; and

**WHEREAS**, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other debt obligations previously issued by said municipalities; and

**WHEREAS**, a plan of refunding has been submitted to the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

**WHEREAS**, the City Council of the Municipality (the "Governing Body") hereby determines that it is necessary and advisable to refund all or a portion of the Loan Agreements by the issuance of general obligation refunding bonds; and

**WHEREAS**, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed $40,000,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and

payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed $40,000,000 General Obligation Refunding Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Governing Body" means the City Council of the Municipality.

(i) "Mayor" shall mean the Mayor of the Municipality.

(j) "Municipal Advisor" means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of

the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy. Approximate debt service is attached hereto as Exhibit B, subject to change by the Mayor, as permitted by Section 8 hereof.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) prepay, in whole or in part, the Loan Agreements, including accrued interest and premium, and in turn, the Authority Bonds, and (ii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed $40,000,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2020. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2027, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds are not subject to redemption prior to maturity at the option of the Municipality.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity

to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to

authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the

Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial

Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however,

that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. Any Bonds or series of Bonds issued to refinance any portion of the indebtedness evidenced by the Loan Agreements attributable to the financing of capital improvements to the Municipality's water and sewer system (the "System") shall be additionally payable from, but not secured by a pledge of, the revenues of the System.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED REGISTERED
Number___ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MURFREESBORO, TENNESSEE
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2020, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the [designated corporate trust] office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of

evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one shall not be subject to redemption prior to maturity at the option of the Municipality.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in such manner as is provided in the Resolution, as defined below. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

| Final Maturity | Redemption Date | Principal Amount of Bonds Redeemed |
|---|---|---|

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be

accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $_____ and issued by the Municipality to prepay its Loan Agreements, dated December 10, 2003, March 12, 2007 and February 14, 2008, by and among The Public Building Authority of the City of Clarksville, Tennessee, the Municipality and First Tennessee Bank National

Association, and to pay costs incident to issuing the Bonds, pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on March 19, 2020 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are irrevocably pledged. [The Bonds are additionally payable from, but not secured by, the revenues of the water and sewer system of the Municipality.]

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By: *FORM ONLY*
Mayor

(SEAL)

ATTESTED:

*FORM ONLY*
City Recorder

Transferable and payable at the
designated corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

SECTION 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds, including (as applicable) any revenues of the System.

SECTION 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(b) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2020, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed December 1, 2027.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) prepay less than all of the Loan Agreements; and

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

SECTION 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be deposited with the Purchaser and be used to pay the Loan Agreements and, in turn, the Authority Bonds, and the remaining proceeds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. If the Mayor, in consultation with the Municipal Advisor, determines that it is necessary or appropriate to utilize a refunding escrow to provide for the retention and investment of Bond proceeds pending their application to the prepayment of the Loan Agreements, the Mayor is authorized to select a refunding escrow agent and enter into a refunding escrow agreement for that purpose; in which case, the proceeds of the Bonds to be used for the prepayment of the Loan Agreements shall be deposited to the escrow fund so established.

SECTION 10. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a

certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 12. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Municipal Advisor and Bond Counsel, that a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 13. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 14. Prepayment of the Loan Agreements. The Mayor, the City Recorder, and the City Manager, or any of them, are hereby authorized and directed to take all steps necessary to (i) prepay the Loan Agreements, in accordance with the terms thereof, including, but not limited to, the execution and delivery of prepayment notices in accordance with their terms, and (ii) direct the redemption of the Authority Bonds.

SECTION 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity

or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

_____
M. Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Adam Tucker
City Attorney

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

March 10, 2020

Honorable Shane McFarland, Mayor
and City Council
City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133

Dear Mayor McFarland and Members of the Council:

Thank you for your recent correspondence. We acknowledge receipt on March 4, 2020, of a request from the City of Murfreesboro (the "City") for a report on a plan of refunding (the "Plan") for the City's proposed refunding of an estimated $17,290,000 General Obligation Refunding Bonds, Series 2020A.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the City's Plan. The Plan, this letter, and the enclosed report should be made available on the City's website and must be presented to each member of the Council for review prior to the adoption of a refunding bond authorizing resolution.

**Changes to our Office**

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance, please feel free to contact your financial analyst, Meghan Huffstutter, at 615.747.5379 or Meghan.Huffstutter@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst.

Very truly yours,

Betsy Knotts
Director of the Division of Local Government Finance

cc: Ms. Jean Suh, Audit Review Manager, Division of Local Government Audit, COT
Ms. Melissa Wright, City Recorder/Finance Director
Mr. John Werner, Cumberland Securities Company, Inc.
Mr. Scott Gibson, Cumberland Securities Company, Inc.
Mr. Mark Mamantov, Bass Berry & Sims

Enclosures: Report of the Director of the Division of Local Government Finance
Comptroller's Memorandum Regarding New Division

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

**Report of the Director of the Division of Local Government Finance**
**Concerning the Proposed Issuance of**
**General Obligation Refunding Bonds, Series 2020A**
**City of Murfreesboro, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on March 4, 2020, from the City of Murfreesboro (the "City"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The City should discuss these issues with bond counsel. This report and the City's Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

**Refunding Analysis**

At the request of the City Manager, our office has reviewed the City's Plan, as required by TCA § 9-21-903, and provides the following analysis based upon the assumptions outlined in the Plan:

The City intends to issue by competitive sale approximately $17,290,000 General Obligation Refunding Bonds, Series 2020A (the "Series 2020A Refunding Bonds"), priced at an estimated premium of $1,686,896 to current refund $18,789,000 Public Building Authority of the City of Clarksville Loan Agreement, Series 2008, maturing May 25, 2021 through May 25, 2024 (the "Series 2008 Loan").

- The City's objective for refunding the Series 2008 Loan is to reduce the City's interest rate, remarketing, and liquidity risks by converting to a fixed interest rate from a variable interest rate.
- The final maturity of the Series 2020A Refunding Bonds does not extend beyond the final maturity of the Series 2008 Loan.
- The proposed structure of the Series 2020A Refunding Bonds is not balloon indebtedness as defined in T.C.A. § 9-21-134.

- Estimated costs of issuance are summarized below:

**Table 1**
**Costs of Issuance**
**General Obligation Refunding Bonds, Series 2020A**

| | Amount | Price per $1,000 Bond |
|---|---|---|
| Estimated Underwriter's Discount | $ 89,618 | $ 5.18 |
| Financial Advisor (Cumberland Securities Company) | 36,855 | 2.13 |
| Bond Counsel (Bass Berry & Sims) | 36,855 | 2.13 |
| Rating Agency - Moody's | 19,165 | 1.11 |
| Miscellaneous (Paying Agent, etc.) | 5,406 | 0.31 |
| Total Cost of Issuance | $ 187,899 | $ 10.87 |

## Changes to the Structure of the Repayment Schedule

If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

## Financial Professionals

The Plan was prepared with the assistance of the City's financial advisors, Cumberland Securities Inc. Financial advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the City's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

## Plan Assumptions

The assumptions of the Plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides no assurances of the reasonableness of the underlying assumptions. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions

at the time of sale. The Series 2020A Refunding Bonds may be issued with a structure different from that of the Plan.

**Debt Management Policy**

The City has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the City's policy.

**Requirements After the Refunding Bonds Have Been Issued**

We have included a listing of certain compliance requirements your local government will be responsible for once the bonds are issued. The listing is not all inclusive and you should work with your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

**Effective Date for this Report**

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new refunding bond authorizing resolution.

Betsy Knotts
Director of the Division of Local Government Finance
Date: March 10, 2020

Enclosure: Requirements After Debt is Issued

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

**Requirements After Debt is Issued**

- **Annual Budget Approval**
  Your local government will be subject to an annual budget approval process for the life of the outstanding debt as required by TCA § 9-21-403. Please refer to our online guidance at: tncot.cc/budget.

- **Bonds not Refunded**
  If all the bonds are not refunded as a part of the proposed refunding transaction and the City wishes to refund them in a subsequent bond issue, then a new plan must be submitted to our office for review.

- **Debt Management Policy**
  Your local government should regularly review and, if necessary, amend its debt management policy. Please submit any amended policy to our office immediately upon adoption. Guidance concerning debt management policies is available at: tncot.cc/debt-policy.

- **Required Notification**
  We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will differ significantly from the information provided in the submitted Plan and the City decides to proceed with the issue, the City's governing body and our office should be notified after the sale by the local government's Chief Executive Officer or the Chief Financial Officer regarding these differences. The Chief Executive Officer must state that they were aware of the differences and determined to proceed with the issuance of the debt. Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

  (1) An increase in the principal amount of the debt issued;
  (2) An increase in costs of issuance; or
  (3) A decrease in the cumulative savings or increase in the loss.

  The notification must include an explanation for any significant differences and the justification for a change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the City's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

- **Report on Debt Obligation (State Form CT – 0253)**
  Pursuant to T.C.A. § 9-21-151(6)(c), a Report on Debt Obligation (the "Report") shall be completed and filed with the governing body of the local government no later than forty-five (45) days after the issuance of the debt, with a copy (including attachments, if any) filed with the Division of Local Government Finance. The Report and instructions may be accessed at: tncot.cc/debt-report. No public entity may enter into additional debt if it has failed to file the Report.

- **Rule 15c2-12 of the Securities Exchange Act**
  Local governments that have issued municipal securities on or after February 27, 2019, are required to report certain information related to the issuance of financial obligations. Information on the reporting requirements is available on the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access EMMA® website: emma.msrb.org.

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

March 10, 2020

Honorable Shane McFarland, Mayor
and City Council
City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133

Dear Mayor McFarland and Members of the Council:

Thank you for your recent correspondence. We acknowledge receipt on March 4, 2020, of a request from the City of Murfreesboro (the "City") for a report on a plan of refunding (the "Plan") for the City's proposed refunding of an estimated $17,895,000 General Obligation Refunding Bonds, Series 2020B.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the City's Plan. The Plan, this letter, and the enclosed report should be made available on the City's website and must be presented to each member of the Council for review prior to the adoption of a refunding bond authorizing resolution.

**Changes to our Office**

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance, please feel free to contact your financial analyst, Meghan Huffstutter, at 615.747.5379 or Meghan.Huffstutter@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst.

Very truly yours,

B. Knotts

Betsy Knotts
Director of the Division of Local Government Finance

cc: Ms. Jean Suh, Audit Review Manager, Division of Local Government Audit, COT
Ms. Melissa Wright, City Recorder/Finance Director
Mr. John Werner, Cumberland Securities Company, Inc.
Mr. Scott Gibson, Cumberland Securities Company, Inc.
Mr. Mark Mamantov, Bass Berry & Sims

Enclosures: Report of the Director of the Division of Local Government Finance
Comptroller's Memorandum Regarding New Division

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

**Report of the Director of the Division of Local Government Finance**
**Concerning the Proposed Issuance of**
**General Obligation Refunding Bonds, Series 2020B**
**City of Murfreesboro, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on March 4, 2020, from the City of Murfreesboro (the "City"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The City should discuss these issues with bond counsel. This report and the City's Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

**Refunding Analysis**

At the request of the City Manager, our office has reviewed the City's Plan, as required by TCA § 9-21-903, and provides the following analysis based upon the assumptions outlined in the Plan:

The City intends to issue by competitive sale approximately $17,895,000 General Obligation Refunding Bonds, Series 2020B (the "Series 2020B Refunding Bonds"), priced at par an estimated premium of $2,672,989 to current refund:

- $1,604,000 Public Building Authority of the City of Clarksville Loan Agreement, Series 2003, maturing May 25, 2021 through May 25, 2023
- $18,772,000 Public Building Authority of the City of Clarksville Loan Agreement, Series 2007, maturing May 25, 2021 through May 25, 2027

These are collectively known hereinafter as the "Refunded Loans." The total amount being refunded is $20,376,000

- The City's objective for refunding the Series 2003 and Series 2007 Loan Agreements is to reduce the City's interest rate, remarketing, and liquidity risk.
- The final maturity of the Series 2020B Refunding Bonds does not extend beyond the final maturity of the Refunded Loans.
- The proposed structure of the Series 2020B Refunding Bonds is not balloon indebtedness as defined in T.C.A. § 9-21-134

- The City intends to repay the debt service with revenues from its water and sewer system.
- Estimated costs of issuance are summarized below:

**Table 1**
**Costs of Issuance**
**General Obligation Refunding Bonds, Series 2020B**

| | Amount | Price per $1,000 Bond |
|---|---|---|
| Estimated Underwriter's Discount | $ 90,272 | $ 5.04 |
| Financial Advisor (Cumberland Securities Company) | 38,145 | 2.13 |
| Bond Counsel (Bass Berry & Sims) | 38,145 | 2.13 |
| Rating Agency - Moody's | 19,835 | 1.11 |
| Miscellaneous (Paying Agent, etc.) | 5,592 | 0.31 |
| Total Cost of Issuance | $ 191,989 | $ 10.73 |

**Changes to the Structure of the Repayment Schedule**

If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

**Financial Professionals**

The Plan was prepared with the assistance of the City's financial advisors, Cumberland Securities Inc. Financial advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the City's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

**Plan Assumptions**

The assumptions of the Plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides non assurances of the reasonableness of the underlying assumptions. The assumptions included in the

City's Plan may not reflect either current market conditions or market conditions at the time of sale. The Series 2020B Refunding Bonds may be issued with a structure different from that of the Plan.

**Debt Management Policy**

The City has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the City's policy.

**Requirements After the Refunding Bonds Have Been Issued**

We have included a listing of certain compliance requirements your local government will be responsible for once the bonds are issued. The listing is not all inclusive and you should work with your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

**Effective Date for this Report**

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new refunding bond authorizing resolution.

Betsy Knotts
Director of the Division of Local Government Finance
Date: March 10, 2020

Enclosure: Requirements After Debt is Issued

TENNESSEE COMPTROLLER OF THE TREASURY

JUSTIN P. WILSON
*Comptroller*

JASON E. MUMPOWER
*Deputy Comptroller*

**Requirements After Debt is Issued**

- **Annual Budget Approval**
  Your local government will be subject to an annual budget approval process for the life of the outstanding debt as required by TCA § 9-21-403. Please refer to our online guidance at: tncot.cc/budget.

- **Bonds not Refunded**
  If all the bonds are not refunded as a part of the proposed refunding transaction and the City wishes to refund them in a subsequent bond issue, then a new plan must be submitted to our office for review.

- **Debt Management Policy**
  Your local government should regularly review and, if necessary, amend its debt management policy. Please submit any amended policy to our office immediately upon adoption. Guidance concerning debt management policies is available at: tncot.cc/debt-policy.

- **Required Notification**
  We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will differ significantly from the information provided in the submitted Plan and the City decides to proceed with the issue, the City's governing body and our office should be notified after the sale by the local government's Chief Executive Officer or the Chief Financial Officer regarding these differences. The Chief Executive Officer must state that they were aware of the differences and determined to proceed with the issuance of the debt. Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

  (1) An increase in the principal amount of the debt issued;
  (2) An increase in costs of issuance; or
  (3) A decrease in the cumulative savings or increase in the loss.

  The notification must include an explanation for any significant differences and the justification for a change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the City's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

- **Report on Debt Obligation (State Form CT – 0253)**
  Pursuant to T.C.A. § 9-21-151(6)(c), a Report on Debt Obligation (the "Report") shall be completed and filed with the governing body of the local government no later than forty-five (45) days after the issuance of the debt, with a copy (including attachments, if any) filed with the Division of Local Government

Finance. The Report and instructions may be accessed at: tncot.cc/debt-report. No public entity may enter into additional debt if it has failed to file the Report.

- **Rule 15c2-12 of the Securities Exchange Act**
  Local governments that have issued municipal securities on or after February 27, 2019, are required to report certain information related to the issuance of financial obligations. Information on the reporting requirements is available on the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access EMMA® website: emma.msrb.org.

# EXHIBIT B

## ESTIMATED DEBT SERVICE

## ESTIMATED DEBT SERVICE

**City of Murfreesboro, Tennessee**
**General Obligation Refunding Bonds, Series 2020A**
**Refunding of Outstanding Variable Rate Debt - General Fund**

| Date | Principal | Estimated Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 12/01/2020 | | | 374,616.67 | 374,616.67 | |
| 06/01/2021 | 3,890,000.00 | 5.000% | 432,250.00 | 4,322,250.00 | |
| 06/30/2021 | | | | | 4,696,866.67 |
| 12/01/2021 | | | 335,000.00 | 335,000.00 | |
| 06/01/2022 | 4,135,000.00 | 5.000% | 335,000.00 | 4,470,000.00 | |
| 06/30/2022 | | | | | 4,805,000.00 |
| 12/01/2022 | | | 231,625.00 | 231,625.00 | |
| 06/01/2023 | 4,460,000.00 | 5.000% | 231,625.00 | 4,691,625.00 | |
| 06/30/2023 | | | | | 4,923,250.00 |
| 12/01/2023 | | | 120,125.00 | 120,125.00 | |
| 06/01/2024 | 4,805,000.00 | 5.000% | 120,125.00 | 4,925,125.00 | |
| 06/30/2024 | | | | | 5,045,250.00 |
| | 17,290,000.00 | | 2,180,366.67 | 19,470,366.67 | |

### Date Structure

| | |
|---|---|
| Date | 06/25/2020 |
| First Coupon Date | 12/01/2020 |

### Yield Statistics

| | |
|---|---|
| Average Coupon | 5.0000000% |
| Weighted Average Maturity | 2.565 |
| True Interest Cost (TIC) | 1.2562511% |

## ESTIMATED DEBT SERVICE

**City of Murfreesboro, Tennessee**
**General Obligation Refunding Bonds, Series 2020B**
**Refunding of Outstanding Variable Rate Debt - Water & Sewer Fund**

| Date | Principal | Estimated Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 12/01/2020 | | | 387,725.00 | 387,725.00 | |
| 06/01/2021 | 2,400,000.00 | 5.000% | 447,375.00 | 2,847,375.00 | |
| 06/30/2021 | | | | | 3,235,100.00 |
| 12/01/2021 | | | 387,375.00 | 387,375.00 | |
| 06/01/2022 | 2,510,000.00 | 5.000% | 387,375.00 | 2,897,375.00 | |
| 06/30/2022 | | | | | 3,284,750.00 |
| 12/01/2022 | | | 324,625.00 | 324,625.00 | |
| 06/01/2023 | 2,690,000.00 | 5.000% | 324,625.00 | 3,014,625.00 | |
| 06/30/2023 | | | | | 3,339,250.00 |
| 12/01/2023 | | | 257,375.00 | 257,375.00 | |
| 06/01/2024 | 2,310,000.00 | 5.000% | 257,375.00 | 2,567,375.00 | |
| 06/30/2024 | | | | | 2,824,750.00 |
| 12/01/2024 | | | 199,625.00 | 199,625.00 | |
| 06/01/2025 | 2,480,000.00 | 5.000% | 199,625.00 | 2,679,625.00 | |
| 06/30/2025 | | | | | 2,879,250.00 |
| 12/01/2025 | | | 137,625.00 | 137,625.00 | |
| 06/01/2026 | 2,655,000.00 | 5.000% | 137,625.00 | 2,792,625.00 | |
| 06/30/2026 | | | | | 2,930,250.00 |
| 12/01/2026 | | | 71,250.00 | 71,250.00 | |
| 06/01/2027 | 2,850,000.00 | 5.000% | 71,250.00 | 2,921,250.00 | |
| 06/30/2027 | | | | | 2,992,500.00 |
| | 17,895,000.00 | | 3,590,850.00 | 21,485,850.00 | |

### Date Structure

| | |
|---|---|
| Date | 06/25/2020 |
| First Coupon Date | 12/01/2020 |

### Yield Statistics

| | |
|---|---|
| Average Coupon | 5.0000000% |
| Weighted Average Maturity | 4.138 |
| True Interest Cost (TIC) | 1.2761847% |

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Commercial Structures and Facilities Painting Contract Extension

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Commercial structures and facilities painting annual extension per contract and Resident Project Representative (RPR) Task Order 19-41-024.0 with Smith Seckman Reid (SSR).

## Staff Recommendation

Approve the painting contract extension with Commercial Painting, Inc and RPR Task order 19-41-024.0 with SSR.

## Background Information

In December 2018 a contract with Commercial Painting, Inc. (CPI) for repainting of the Stones River Water Treatment Plant and Auxiliary Intake Building over the next four years was signed. They started their painting in FY19 and this is the extension for the painting during FY21.

SSR to conduct coating inspection and RPR services for Fiscal Year 21 of the MWRD Commercial Structures and Facilities Painting Project including Area 5 (process basins/ awning), Area 7 (pipe gallery), Area 11 (brine building), Area 12 (fluoride building), Area 13 (high service pump building), and Area 16 (offices).

## Council Priorities Served

*Responsible budgeting*

Based upon current pricing conditions, extension of the contracts for FY21 provides responsible budgeting.

## Fiscal Impact

The cost is budgeted in the FY21 capital budget at $397,200 for the painting and $34,100 for the RPR services.

## Attachments

1. Commercial Painting, Inc. Contract Extension
2. SSR Coating RPR Task Order 19-41-024.0

**SECOND AMENDMENT**
**TO THE**
**CONTRACT**
**BETWEEN THE CITY OF MURFREESBORO**
**AND**
**COMMERCIAL PAINTING INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into December 20, 2018 ("Contract"), is effective as of this 1st Day of July, 2020, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Commercial Painting Inc. ("Contractor"), a Corporation of the State of Tennessee.

**RECITALS**

WHEREAS, on December 20, 2018 the City entered into a contract with Commercial Painting Inc., for Commercial Structure and facilities Painting; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2019 to June 30, 2020 and,

WHEREAS, the City and Contractor wish to extend the Contract term for an additional year pursuant to provision 1.14 of the Invitation to Bid, dated October 23, 2018.

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2020 until June 30, 2021 in the amount of $397,200.00 which includes areas identified as "Area Five", "Area Seven", "Area Eleven", "Area Twelve", "Area Thirteen", and "Area Sixteen" in the original contract.

**CITY OF MURFREESBORO**

**By:**_____
**Shane McFarland, Mayor**

**COMMERCIAL PAINTING INC.:**

**By:**_____
**Ken Darby, Vice President**

**Approved as to form:**

_____
**Adam F. Tucker, City Attorney**

# ENGINEERING TASK ORDER 19-41-024.0

## Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

| | | |
|---|---|---|
| a. | Effective Date of Task Order: | February 25, 2020 |
| b. | Owner: | Murfreesboro Water Resources Department (MWRD) |
| c. | Engineer: | Smith Seckman Reid (SSR) |
| d. | Specific Project (title): | Coating Inspection for Commercial Structures and Facilities Painting Project |
| e. | Specific Project (description): | The project includes RPR/Coating Inspection services performed by SSR for MWRD's Commercial Structures and Facilities Painting Project for Fiscal Year 2020-2021. This project was bid out by MWRD and the contract was awarded to Commercial Painting, Inc. (CPI) in October 2018. As part of this project, SSR will inspect the work performed by CPI for adherence to the agreed upon Specifications. For Fiscal Year 2020-2021, coating improvements will occur in Area 5 (process basins/ awning), Area 7 (pipe gallery), Area 11 (brine building), Area 12 (fluoride building), Area 13 (high service pump building), and Area 16 (offices). |

### 2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

☐ RPR Services (Agreement, Paragraph 1.6.2.1) and the following:

- Including part time Resident Project Representative (RPR) services and NACE Coating Inspector services. Visit the site on an as-needed basis to ensure all critical coating tasks are observed and inspected. This includes, but is not limited to, surface preparation, containment setup, base coating, intermediate coating, and top coating. The following breaks down the maximum number of projected site visits for each phase of this project.
    - FY 2020-2021: **60 total trips**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Exclusions

A. N/A

## 4. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

## 5. Owner's Responsibilities

A. Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- ☐ Delete Paragraph 3.5.

## 6. Task Order Schedule

| Party | Action | Schedule |
|---|---|---|
| **Engineer** | **Complete FY 2020-2021 Coating Inspection** | **By end of FY 2020-2021.** |

## 7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|---|---|
| 1. Basic Services (Section 1 of Agreement) | | |
| a. FY 2020-2021 | $34,100 | Hourly Not to Exceed |
| **TOTAL COMPENSATION (lines 1.a-b)** | **$34,100** | |
| | | |
| **REIMBURSABLE EXPENSES **** | | |
| a. Out-of-Town Mileage | $0.00 | $0.58 /mile |
| b. Air Transportation | $0.00 | At Cost |
| c. Meals and Lodging | $0.00 | At Cost |
| d. External Plotting | $400 | At Cost |
| e. Permitting Fees | $50 | At Cost |
| | | |

Engineer expects the entire contract duration for these services to be less than 12 months. If the contract duration extends beyond this time, commensurate additional compensation may be required.

## 8. Consultants retained as of the Effective Date of the Task Order:

A. N/A

## 9. Attachments:

A. Detailed project understanding.

**10. Terms and Conditions**

A. Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 25, 2020.

| | | | |
|---|---|---|---|
| CITY OF MURFREESBORO: | | WITNESS: | |
| By: | _____ | By: | _____ |
| Print Name: | _____ | Print Name: | _____ |
| Title: | _____ | Title: | _____ |
| SMITH SECKMAN REID: | | WITNESS: | |
| By: | _____ | By: | _____ |
| Print Name: | Mike Bernard | Print Name: | Luke Williams |
| Title: | Principal | Title: | Water/Wastewater Engineer |

APROVED AS TO FORM:

_____

City of Murfreesboro Legal Department

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**COATING INSPECTION FOR COMMERCIAL STRUCTURES AND FACILITIES PAINTING PROJECT**
**DETAILED PROJECT UNDERSTANDING**
**ATTACHMENT TO TASK ORDER 19-41-021.0**

## Project Understanding

The task order covers the basic engineering and inspection services necessary to complete each of the following tasks:

- Coating Inspection and RPR Services for Fiscal Year 2020-2021 of the MWRD Commercial Structures and Facilities Painting Project including Area 5 (process basins/ awning), Area 7 (pipe gallery), Area 11 (brine building), Area 12 (fluoride building), Area 13 (high service pump building), and Area 16 (offices).

The task order excludes engineering basic services for each of the following:

- Bidding Phase Services (to be performed by MWRD).
- Construction Administration Phase Services (to be performed by MWRD).

Murfreesboro Water Resources Department
Commercial Structures and Facilities Painting RPR
Financial Year 2020-2021
Preliminary Estimate of Manpower

| | | | TOTAL | Summary | |
|---|---|---|---|---|---|
| | | | | Engineer II | EIT I |
| **Task 6- Resident Project Representative** | | | | | |
| | SubTask 6.1 | Part-time RPR Services | 260 | | 260 |
| | SubTask 6.2 | Project Management | 60 | 60 | |
| **Task 6 Subtotal Hours** | | | **320** | **60** | **260** |
| **Task 6 Subtotal Cost** | | | **$34,100** | **$8,100** | **$26,000** |
| **SSR LABOR HOURS** | | | **320** | **60** | **260** |
| **SSR LABOR COST** | | | **$34,100** | **$8,100** | **$26,000** |
| | | | | | |
| **TOTAL PROJECT COST** | | | **$34,100** | | |

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Engineering Task Order for WRRF Biosolids Polymer System Replacement

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Approval of an engineering task order with Smith Seckman and Reid (SSR) to design the biosolids polymer system replacement and upgrade for the Murfreesboro Water Resource Recovery Facility (WRRF).

## Staff Recommendation

Approval of SSR Task Order 1941016.0 in the amount of $112,235.

## Background Information

MWRD introduced to the Board at the December 2019 meeting the need to replace two existing dry polymer feed systems originally built in 2001 and 2008 that have met the end of their useful life. This project has been included in the Department's 5-yr CIP and requires approval of an engineering task order to begin work. The polymer feed system injects polymer into the Water Resource Recovery Facilities biosolids in order to optimize their dewatering in the Fournier rotary presses.

In addition to the age of the system, the current arrangement compromises the overall capacity and effectiveness of the dewatering system. The polymer system upgrades will address these issues by designing an upgraded system, sized for future solids production loadings with 100-percent redundancy. Equipment planned includes the following:

- 2 sets of mixing/aging tanks, each sized for all 8 rotary presses
- 2 disperser/mixers (feeders), each sized for all 8 rotary presses
- 2 bag unloaders, each sized for all 8 rotary presses
- 10 polymer feed pumps (8 duty and 2 spare)

MWRD will procure the equipment and develop task orders for John Bouchard and Sons to install the polymer system using the City's master services agreement. Additionally, MR Systems will provide the integration of local controls and field instrumentation into the WRRF's Supervisory Control and Data Acquisition System (SCADA) using the City's master services agreement.

## Council Priorities Served

*Expand infrastructure*

Procurement and installation of new polymer feed system will replace infrastructure at the end of its useful life and thereby increase efficiency and resiliency of the biosolids dewatering operation at the Water Resource Recovery Facility (WRRF)

## Fiscal Impact

Summary of Opinion of Project Costs

| Description | Opinion of Probable Cost |
|---|---|
| Polymer System Equipment Costs [1] | $630,000 |
| Ancillary Equipment and Installation Costs [1] | $400,000 |
| Fournier Control Panel Replacement | $150,000 |
| Contingency | $250,000 |
| Total Probable Construction Cost | $1,430,000 |
| Engineering and Construction Administration | $112,235 |
| Resident Project Representative [3] | $50,000 |
| Estimated Reimbursable Expenses | $3,500 |
| Total Probable Project Cost | $1,595,735 |

Notes:

1. Costs include Contractor's Overhead and Profit.
2. Construction costs are rounded up to the nearest thousand dollars.
3. RPR services, if requested by MWRD, would be included as a separate task order.

The immediate fiscal impact will be associated with approving SSR's task order for designing these improvements at $112,235. The Department has earmarked $1,450,000 in FY20-21 from our working capital reserves to fund this project. Staff has increased that by $150,000 based on the updated summary of costs provided by SSR.

## Attachments

SSR Task Order 1941016.0

# ENGINEERING TASK ORDER NO. 1941016.0

## Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

| | | |
|---|---|---|
| a. | Effective Date of Task Order: | _____, 2020 |
| b. | Owner: | Murfreesboro Water Resources Department |
| c. | Engineer: | Smith Seckman Reid |
| d. | Specific Project (title): | Biosolids Polymer System Replacement and Upgrade |
| e. | Specific Project (description): | The project includes the design, bidding, and construction administration for replacing the existing water resource recovery facility (WRRF) biosolids polymer system with a new upgraded system sized for future solids production with 100% redundancy. |

### 2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Agreement, Paragraph 1.3) and the following:
  - Evaluation of future solids handling production requirements
  - Evaluation of the scope of supply of new polymer systems to meet the future solids handling production requirements
  - Structural evaluation based on new equipment loadings
  - Evaluation of rotary press control panel upgrade
  - Preparation of schematic design and basic equipment arrangement
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:
  - Preparation of construction drawings and specifications to be delivered for MWRD review at 50% and 90% project milestones
  - Preparation of opinion of probable construction costs to be delivered for MWRD review at the 50-percent milestone and a final cost opinion delivered to MWRD prior to MWRD contract procurement (100% milestone)

- Bidding or Negotiating Services (Agreement, Paragraph 1.5) as stipulated below:
    - Engineer will issue drawings and technical specifications to John Bouchard & Sons, MR Systems, up to 3 polymer system manufacturers and if necessary, Fournier Industries requesting scope and price proposals.
    - Engineer will respond to requests for information.
- Construction Phase Services (Agreement, Paragraph 1.6) and the following:
    - Visit the Site promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
    - not including Resident Project Representative (RPR) services (as referenced in 1.6.2.1).
- Operational Phase Services (Agreement, Paragraph 1.7)

B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

## 3. Exclusions

A. Services associated with government funding programs, i.e., State Revolving Fund loan program.

B. Study and Report Phase Services (Agreement, Paragraph 1.2).

C. Murfreesboro Codes and TDEC review submittals.

D. SCADA/telemetry equipment design.

E. Controls integration services.

F. Bidding or Negotiating Phase (Agreement, Paragraph 1.5).

G. Construction contract document preparation.

H. Reviewing monthly payment requests.

I. Monthly construction progress meetings.

J. RPR Services (Agreement, Paragraph 1.6.1). These services will be provided under a separate Task Order, if Owner should require these services.

K. Construction contractors and materials delivery scheduling and coordination.

## 4. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

## 5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

A. Delete Paragraph 3.5.

## 6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

| Party | Action | Schedule |
|---|---|---|
| **Engineer** | **Furnish electronic review copies of the 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.** | **Within 35 days of the receipt of Owner's comments regarding the basis of design memorandum.** |
| **Owner** | **Submit comments regarding 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.** | **Within 5 days of the receipt of 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.** |
| **Engineer** | **Furnish electronic review copies of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.** | **Within 45 days of the receipt of Owner's comments regarding the 50% Preliminary Design Phase documents.** |
| **Owner** | **Submit comments and instructions regarding the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.** | **Within 5 days of the receipt of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.** |
| **Engineer** | **Furnish electronic review copies of the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.** | **Within 10 days of Owner's comments regarding 90% Drawings and Specifications and other 90% documents.** |
| **Owner** | **Submit comments and instructions regarding the 100% Drawings and Specifications, the** | **Within 5 days of the receipt of the final Drawings and Specifications, the draft bidding-** |

| | | |
|---|---|---|
| | **draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.** | **related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.** |
| **Engineer** | **Furnish electronic copies of the 100% Drawings and Specifications, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.** | **Within 10 days of the receipt of Owner's comments and instructions regarding the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.** |

## 7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|---|---|
| 1. Basic Services (Section 1 of Agreement) | | |
| a. Preliminary and Final Design Phase | $80,265 | Hourly Not to Exceed |
| b. Bidding or Negotiating Phase | $3,985 | Hourly Not to Exceed |
| c. Construction Phase* | $16,690 | Hourly Not to Exceed |
| d. Operational Phase | $3,055 | Hourly Not to Exceed |
| e. Project Management | $8,240 | Hourly Not to Exceed |
| **TOTAL COMPENSATION (lines 1.a-e)** | $112,235 | |
| | | |
| **REIMBURSABLE EXPENSES **** | | |
| a. Out-of-Town Mileage | $400 | $0.57 /mile |
| b. Air Transportation | $0 | At Cost |
| c. Meals and Lodging | $2,750 | At Cost |
| d. External Plotting | $350 | At Cost |

*Based on a 180-day continuous construction period.

**Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 330 days. If the contract duration extends beyond this time, commensurate additional compensation may be required.

## 8. Consultants retained as of the Effective Date of the Task Order:

A. None.

## 9. Attachments:

B. Detailed project understanding.

## 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

| | |
|---|---|
| CITY OF MURFREESBORO: | WITNESS: |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| SMITH SECKMAN REID: | WITNESS: |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |

APROVED AS TO FORM:

_____
City of Murfreesboro Legal Department

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**BIOSOLIDS POLYMER SYSTEM REPLACEMENT AND UPGRADE**
**DETAILED PROJECT UNDERSTANDING**
**ATTACHMENT TO TASK ORDER 1941016.0**

## Project Understanding

The task order covers the engineering basic services necessary to complete the following:

Project will include preparation of a design, bidding, and construction administration, as limited herein, of upgrades to the existing Biosolids Polymer System.

Currently, MWRD has 2 existing dry polymer feed systems originally built in 2001 and 2008, respectively. Each dry polymer system is comprised of 1 dry polymer feeder including bulk bag frame and trolley; 2 mixing/aging tanks; and 4 polymer feeder pump systems. Each dry polymer system is designed to provide dilute polymer to 4 rotary presses for a total of 8 existing rotary presses.

The current polymer system dedicates a single polymer pump skid to each rotary press. As a result, in the event of a polymer pump skid failure, the associated rotary press cannot be utilized. Further, in the event of a mixer or tank failure, 4 of the 8 rotary presses cannot be utilized. This arrangement compromises the overall capacity and effectiveness of the dewatering system. In addition, due to the age of the existing polymer systems, Staff is concerned with the capacity and overall reliability of the systems.

The polymer system upgrades will address these issues by designing an upgraded system, sized for future solids production loadings with 100% redundancy. Equipment planned includes the following:

- 2 sets of mixing/aging tanks, each sized for all 8 presses
- 2 disperser/mixers (feeders), each sized for all 8 presses
- 2 bag unloaders, each sized for all 8 presses
- 10 polymer feed pumps (8 duty and 2 spare)

The following assumptions are made regarding the work:

- Electrical conduit and conductors can be reused
- Polymer system I&C wiring can be reused
- Piping interconnections to be limited to permit the redundancy necessary without overcomplicating the system
- No piping/work in the Dewatering Room will be required
- Adequate space is available in the existing Electrical Room to accommodate any additional breakers
- Design of structural improvements is limited to equipment pads only

The new dry polymer system equipment will be procured by MWRD and installed by John Bouchard & Sons (JBS) along with the installation of ancillary equipment necessary for a complete upgrade via the City Master Services Agreement with JBS. The SCADA integration and integration of local controls and field instrumentation will be performed by MR Systems and contracted directly with MWRD via the City Master Services Agreement. Engineer will assign all construction scheduling, materials delivery scheduling, and coordination responsibilities to JBS. Murfreesboro Codes and TN Department of Environment and Conservation (TDEC) reviews and approvals are not required as this project is considered maintenance and not a facility modification or capacity upgrade.

MWRD Staff plans to upgrade the Fournier Rotary Press control panel soon. SSR will evaluate the need or benefit of including the upgrade as part of this project. If determined necessary or beneficial, SSR will design the panel upgrade. The panel will be procured by MWRD and installed by JBS.

## Project Meetings and Site Visits

In addition to meetings referenced in the Agreement, Engineer will perform each of the following:

- Conduct an Owner kickoff meeting to discuss the overall scope, schedule, costs, and other pertinent items critical to project success.
- Conduct Owner review workshops at basis of design memo, 50-percent, and 90-percent deliverable milestones.
- Perform 2 site visits with MWRD personnel to inspect similar polymer system installations.
- Perform a WRRF site visit to inspect existing conditions and space constraints.
- Conduct a pre-procurement scope meeting, if deemed necessary.
- Perform a site visit to determine that construction is complete and acceptable.

## Deliverables

All deliverables will be transmitted electronically, unless requested otherwise by MWRD.

# MURFREESBORO WATER RESOURCES DEPARTMENT
# POLYMER SYSTEM REPLACEMENT
# 1941016.0
# PROJECT LABOR ESTIMATE

| | | | Summary | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Project Director | Sr. Project Manager | Project Manager I | Engineer IV | Engineer III | Engineer II | Engineer I | Sr. Designer II | Designer II | Admin/ Clerical | Hours/ Task Costs |
| | | Hourly Rate | $205.00 | $180.00 | $160.00 | $180.00 | $160.00 | $135.00 | $120.00 | $140.00 | $95.00 | $75.00 | $142.50 |
| **Task 0 - Project Planning and Management** | | | | | | | | | | | | | |
| | SubTask 0.1 | Project Budget | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| | SubTask 0.2 | Subconsultant Contracts/JBS and MR Coordination | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| | SubTask 0.3 | Project Scheduling | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 0.4 | Project Setup (Accting, eRes, etc.) | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 11 |
| | SubTask 0.5 | Project Work Plan | 1 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| | SubTask 0.6 | QAQC Plan | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| | SubTask 0.7 | Weekly Projections, eRes, etc. | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| | SubTask 0.8 | Monthly Billing | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 0.9 | Kickoff Meeting (internal) Prepare Agenda | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 0.10 | Kickoff Meeting (internal) Attend Meeting | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 6 |
| | SubTask 0.11 | Kickoff Meeting (internal) Prepare Minutes | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 |
| | | **Task 0 Subtotal Hours** | **4** | **31** | **0** | **0** | **6** | **0** | **0** | **2** | **0** | **8** | **51** |
| | | **Task 0 Subtotal Cost** | **$820** | **$5,580** | **$0** | **$0** | **$960** | **$0** | **$0** | **$280** | **$0** | **$600** | **$8,240** |
| **Task 1 - Conceptual Design (30 days)** | | | | | | | | | | | | | |
| | SubTask 1.0 | Project Management (Weekly Projections, eRes, etc.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | SubTask 1.1 | Kickoff Meeting - Prepare Agenda | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | SubTask 1.2 | Kickoff Meeting - Attend Meeting | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 1.3 | Kickoff Meeting - Prepare Minutes | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 3 |
| | SubTask 1.4 | Review Record Drawings of the Dewatering Facility | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | SubTask 1.5 | Existing Facility Condition/Needs Assessment | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | SubTask 1.6 | Coordination with Equipment Manufacturer | | | | 0 | | | | | | | |
| | SubTask 1.7 | Site Visits (1 Trip) | 0 | 2 | 0 | 6 | 4 | 2 | 0 | 0 | 0 | 0 | 14 |
| | SubTask 1.8 | Similar Equipment Inspection Trips | 0 | 20 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 40 |
| | SubTask 1.9 | Preliminary Equipment Selection/ Process Design | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 5 |
| | SubTask 1.10 | Process Calculations | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 1.11 | Not Used | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | SubTask 1.13 | Concept Confirmation Workshop with Owner | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | SubTask 1.16 | Preliminary Structural Evaluation | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 1.16 | Preliminary Electrical Evaluation | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| | SubTask 1.17 | Preliminary Mechanical Evaluation | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 |
| | SubTask 1.18 | Preliminary Plumbing Evaluation | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 |
| | SubTask 1.19 | Preliminary I&C Evaluation | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | SubTask 1.20 | Preliminary Plans | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 12 | 0 | 0 | 17 |
| | SubTask 1.21 | Opinion of Probable Construction Cost | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 3 |
| | SubTask 1.22 | Owner Progress Meetings (1) - Prepare Agendas | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | SubTask 1.23 | Owner Progress Meetings (1) - Attend Meetings | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 |
| | SubTask 1.24 | Owner Progress Meetings - Prepare Minutes | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | SubTask 1.26 | Rotary Press Control Panel Upgrade Evaluation | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | SubTask 1.27 | Not Used | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | SubTask 1.28 | PER QAQC | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| | | **Task 1 Subtotal Hours** | **0** | **29** | **0** | **18** | **73** | **18** | **0** | **12** | **0** | **2** | **152** |
| | | **Task 1 Subtotal Cost** | **$0** | **$5,220** | **$0** | **$3,240** | **$11,680** | **$2,430** | **$0** | **$1,680** | **$0** | **$150** | **$24,400** |

| | | | Summary | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Project Director | Sr. Project Manager | Project Manager I | Engineer IV | Engineer III | Engineer II | Engineer I | Sr. Designer II | Designer II | Admin/ Clerical | Hours/ Task Costs |
| | | **Hourly Rate** | **$205.00** | **$180.00** | **$160.00** | **$180.00** | **$160.00** | **$135.00** | **$120.00** | **$140.00** | **$95.00** | **$75.00** | **$142.50** |
| **Task 2 - 50% Preliminary Design Completion (30 days)** | | | | | | | | | | | | | |
| | SubTask 2.0 | Project Management (Weekly Projections, eRes, etc.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.1 | Internal Review Meetings (1) | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 0 | 0 | **5** |
| | SubTask 2.2 | Owner Progress Meetings (1) - Prepare Agendas | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.3 | Owner Progress Meetings (1) - Attend Meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.4 | Owner Progress Meetings - Prepare Minutes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.5 | Site Visits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.6 | Site Design | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 4 | 0 | 0 | **5** |
| | SubTask 2.7 | Erosion Protection/Sediment Control Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.8 | Landscaping/Irrigation Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.9 | Process and Process Piping Design | 0 | 2 | 0 | 0 | 8 | 0 | 0 | 20 | 0 | 0 | **30** |
| | SubTask 2.10 | Conveyance Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 2.11 | Structural Design | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 0 | **12** |
| | SubTask 2.12 | Building/Architectural Design & Space Planning | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | **5** |
| | SubTask 2.13 | Electrical Design | 0 | 0 | 2 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | **8** |
| | SubTask 2.14 | Instrumentation & Controls Design | 0 | 1 | 0 | 0 | 8 | 20 | 0 | 0 | 0 | 0 | **29** |
| | SubTask 2.15 | Mechanical/Plumbing Design | 0 | 0 | 1 | 1 | 3 | 4 | 0 | 4 | 0 | 0 | **13** |
| | SubTask 2.16 | Technical Specifications (No Contract Documents) | 0 | 1 | 0 | 4 | 4 | 2 | 0 | 0 | 0 | 4 | **15** |
| | SubTask 2.17 | Construction Phasing Plan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | **2** |
| | SubTask 2.18 | Demolition Plans | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | **3** |
| | SubTask 2.19 | 50% Design Submittal - QAQC | 3 | 1 | 2 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | **9** |
| | SubTask 2.20 | 50% Design Submittal - Prepare OPCC | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | **2** |
| | SubTask 2.21 | 50% Design Submittal - Package and Deliver | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 2 | 0 | 0 | **6** |
| | SubTask 2.22 | 50% Design Submittal - Owner Review Meeting | 3 | 3 | 0 | 0 | 3 | 0 | 0 | 2 | 0 | 0 | **11** |
| | SubTask 2.23 | Planning Commission/Codes Submittals | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | **3** |
| | SubTask 2.24 | Regulatory Submittals/Permits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | | **Task 2 Subtotal Hours** | **6** | **10** | **5** | **10** | **39** | **34** | **0** | **50** | **0** | **4** | **158** |
| | | **Task 2 Subtotal Cost** | **$1,230** | **$1,800** | **$800** | **$1,800** | **$6,240** | **$4,590** | **$0** | **$7,000** | **$0** | **$300** | **$23,760** |
| **Task 3 - 90% Final Design Completion (20 days)** | | | | | | | | | | | | | |
| | SubTask 3.0 | Project Management (Weekly Projections, eRes, etc.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.1 | Internal Review Meetings (1) | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 0 | **4** |
| | SubTask 3.2 | Owner Progress Meetings (1) - Prepare Agendas | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **1** |
| | SubTask 3.3 | Owner Progress Meetings (1) - Attend Meetings | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **4** |
| | SubTask 3.4 | Owner Progress Meetings - Prepare Minutes | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **1** |
| | SubTask 3.5 | Site Visits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.6 | Site Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.7 | Erosion Protection/Sediment Control Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.8 | Landscaping Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.9 | Process and Process Piping Design | 0 | 1 | 0 | 0 | 6 | 0 | 0 | 20 | 0 | 0 | **27** |
| | SubTask 3.10 | Conveyance Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.11 | Structural Design | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | **8** |
| | SubTask 3.12 | Building/Architectural Design | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | **2** |
| | SubTask 3.13 | Electrical Design | 0 | 0 | 2 | 0 | 1 | 11 | 0 | 0 | 20 | 0 | **34** |
| | SubTask 3.14 | Instrumentation & Controls Design | 0 | 0 | 0 | 0 | 4 | 15 | 0 | 0 | 0 | 0 | **19** |
| | SubTask 3.15 | Mechanical/Plumbing Design | 0 | 0 | 0 | 0 | 1 | 9 | 0 | 0 | 0 | 0 | **10** |
| | SubTask 3.16 | Technical Specifications (No Contract Documents) | 0 | 1 | 0 | 2 | 6 | 2 | 0 | 0 | 0 | 2 | **13** |
| | SubTask 3.17 | Construction Phasing Plan | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **1** |
| | SubTask 3.18 | Demolition Plans | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | **3** |
| | SubTask 3.19 | 90% Design Submittal - QAQC | 2 | 5 | 1 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | **11** |
| | SubTask 3.20 | 90% Design Submittal - Prepare OPCC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |

| | | | Summary | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Project Director | Sr. Project Manager | Project Manager I | Engineer IV | Engineer III | Engineer II | Engineer I | Sr. Designer II | Designer II | Admin/ Clerical | Hours/ Task Costs |
| | | **Hourly Rate** | **$205.00** | **$180.00** | **$160.00** | **$180.00** | **$160.00** | **$135.00** | **$120.00** | **$140.00** | **$95.00** | **$75.00** | $142.50 |
| | SubTask 3.21 | 90% Design Submittal - Package and Deliver | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 3 | 0 | 0 | **7** |
| | SubTask 3.22 | 90% Design Submittal - Owner Review Meeting | 3 | 3 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | **9** |
| | SubTask 3.23 | Planning Commission/Codes Submittals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 3.24 | Regulatory Submittals/Permits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | | **Task 3 Subtotal Hours** | **5** | **14** | **3** | **8** | **32** | **38** | **0** | **32** | **20** | **2** | **154** |
| | | **Task 3 Subtotal Cost** | **$1,025** | **$2,520** | **$480** | **$1,440** | **$5,120** | **$5,130** | **$0** | **$4,480** | **$1,900** | **$150** | **$22,245** |
| **Task 4 - 100% Final Design Completion (10 days)** | | | | | | | | | | | | | |
| | SubTask 4.0 | Project Management (Weekly Projections, eRes, etc.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.1 | Internal Review Meetings (1) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.2 | Owner Progress Meetings (1) - Prepare Agendas | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.3 | Owner Progress Meetings (1) - Attend Meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.4 | Owner Progress Meetings - Prepare Minutes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.5 | Site Visits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.6 | Site Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.7 | Erosion Protection/Sediment Control Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.8 | Landscaping Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.9 | Process and Process Piping Design | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | **4** |
| | SubTask 4.10 | Conveyance Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.11 | Structural Design | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | **1** |
| | SubTask 4.12 | Building/Architectural Design & Space Planning | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.13 | Electrical Design | 0 | 0 | 3 | 0 | 1 | 5 | 0 | 4 | 0 | 0 | **13** |
| | SubTask 4.14 | Instrumentation & Controls Design | 0 | 0 | 0 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | **9** |
| | SubTask 4.15 | Mechanical/Plumbing Design | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | **9** |
| | SubTask 4.16 | Technical Specifications (No Contract Documents) | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 2 | **7** |
| | SubTask 4.17 | Construction Phasing Plan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.18 | Demolition Plans | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 4 | 0 | 0 | **5** |
| | SubTask 4.19 | 100% Design Submittal - QAQC | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | **5** |
| | SubTask 4.20 | 100% Design Submittal - Prepare OPCC | 0 | 1 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | **7** |
| | SubTask 4.21 | 100% Design Submittal - Package and Deliver | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 2 | 0 | 0 | **6** |
| | SubTask 4.22 | 100% Design Submittal - Owner Review Meeting | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 4.23 | Planning Commission/Codes Submittals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | **1** |
| | SubTask 4.24 | Regulatory Submittals/Permits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | **1** |
| | | **Task 4 Subtotal Hours** | **0** | **3** | **4** | **2** | **21** | **20** | **0** | **14** | **0** | **4** | **68** |
| | | **Task 4 Subtotal Cost** | **$0** | **$540** | **$640** | **$360** | **$3,360** | **$2,700** | **$0** | **$1,960** | **$0** | **$300** | **$9,860** |
| **Task 5 - Price Proposals from JBS and MR (20 days)** | | | | | | | | | | | | | |
| | SubTask 5.0 | Project Management (Weekly Projections, eRes, etc.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.1 | Preparation of Advertisement for Bids (No Scope) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.2 | Distribution of Documents | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | **5** |
| | SubTask 5.3 | Scoping Coordination | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | **5** |
| | SubTask 5.4 | Scoping Meeting - Prepare Agenda | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.5 | Scoping Meeting - Attend Meeting | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.6 | Scoping Meeting - Prepare Minutes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.7 | Requests for Information | 0 | 0 | 0 | 0 | 2 | 6 | 0 | 0 | 0 | 0 | **8** |
| | SubTask 5.8 | Addenda Preparation | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | **6** |
| | SubTask 5.9 | Proposals Evaluation and Recommendation to Award | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **3** |
| | SubTask 5.10 | Conformed Contract Set Preparation (No Scope) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 5.11 | Contract Documents Preparation (No Scope) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | **1** |
| | | **Task 5 Subtotal Hours** | **0** | **3** | **0** | **0** | **10** | **12** | **0** | **0** | **0** | **3** | **28** |
| | | **Task 5 Subtotal Cost** | **$0** | **$540** | **$0** | **$0** | **$1,600** | **$1,620** | **$0** | **$0** | **$0** | **$225** | **$3,985** |
| **Task 6 - Construction Oversight and Administration (240 days)** | | | | | | | | | | | | | |

| | | | Summary | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Project Director | Sr. Project Manager | Project Manager I | Engineer IV | Engineer III | Engineer II | Engineer I | Sr. Designer II | Designer II | Admin/ Clerical | Hours/ Task Costs |
| | | **Hourly Rate** | **$205.00** | **$180.00** | **$160.00** | **$180.00** | **$160.00** | **$135.00** | **$120.00** | **$140.00** | **$95.00** | **$75.00** | **$142.50** |
| | SubTask 6.1 | Internal Review Meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.2 | Pre-Construction Conference - Prepare Agenda | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 1 | **4** |
| | SubTask 6.3 | Pre-Construction Conference - Attend Meeting | 0 | 4 | 0 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | **12** |
| | SubTask 6.4 | Pre-Construction Conference - Prepare Minutes | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 2 | **7** |
| | SubTask 6.5 | Submittal Review and Distribution | 0 | 2 | 0 | 0 | 16 | 17 | 0 | 0 | 0 | 4 | **39** |
| | SubTask 6.6 | Address Requests for Information | 0 | 1 | 0 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | **9** |
| | SubTask 6.7 | Periodic Site Visits (2 visits) | 0 | 2 | 0 | 0 | 12 | 12 | 0 | 0 | 0 | 0 | **26** |
| | SubTask 6.8 | Not Used | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.9 | Progress Meetings - Prepare Agendas | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.10 | Progress Meetings - Attend Meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.11 | Progress Meetings - Prepare Minutes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.12 | Review and Process Pay Requests (No Scope) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 6.13 | Evaluate/Coordinate Change Order Requests | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **4** |
| | SubTask 6.14 | Facility Startup | 0 | 2 | 0 | 0 | 8 | 2 | 0 | 0 | 0 | 0 | **12** |
| **Task 6 Subtotal Hours** | | | **0** | **14** | **0** | **0** | **49** | **43** | **0** | **0** | **0** | **7** | **113** |
| **Task 6 Subtotal Cost** | | | **$0** | **$2,520** | **$0** | **$0** | **$7,840** | **$5,805** | **$0** | **$0** | **$0** | **$525** | **$16,690** |
| **Task 7 - Project Commissioning and Close-out** | | | | | | | | | | | | | |
| | SubTask 7.1 | Operation and Maintenance Manuals | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **2** |
| | SubTask 7.2 | Standard Operating Procedure Development | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **2** |
| | SubTask 7.3 | System Commissioning and Acceptance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 7.4 | Efficiency Monitoring and Documentation | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | **6** |
| | SubTask 7.5 | Contract Closeout | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 7.6 | One Year Warranty Inspection | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| | SubTask 7.7 | Record Drawings and Warranty Documents | 0 | 0 | 0 | 0 | 4 | 3 | 0 | 4 | 0 | 0 | **11** |
| **Task 7 Subtotal Hours** | | | **0** | **0** | **0** | **0** | **8** | **9** | **0** | **4** | **0** | **0** | **21** |
| **Task 7 Subtotal Cost** | | | **$0** | **$0** | **$0** | **$0** | **$1,280** | **$1,215** | **$0** | **$560** | **$0** | **$0** | **$3,055** |
| **LABOR HOURS** | | | **15** | **104** | **12** | **38** | **238** | **174** | **0** | **114** | **20** | **30** | **745** |
| **REVENUE** | | | **$3,075** | **$18,720** | **$1,920** | **$6,840** | **$38,080** | **$23,490** | **$0** | **$15,960** | **$1,900** | **$2,250** | **$112,235** |

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Sewer Basin 10A-3&4 Density Restriction & CIA Study

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Based on recent temporary flow studies conducted in MWRD's sanitary sewer service area, surcharge conditions occurred under wet weather conditions require staff to recommend restricted connections to the sewer system. Staff requests approval in limiting density to 2.5 single family unit equivalents in the following areas:

- Flow monitoring basin 10A-3; area south of MTSU encompassing areas south of East Lytle St. to north of East Castle St. (exhibit attached). Note that a portion of the area is within the City Core Overlay, which was exempt to any density restrictions per the Sewer Allocation Ordinance.
- Flow monitoring basin 10A-4; area south of MTSU encompassing areas south of Alumni Dr. to north of John Bragg Hwy and north of University Ridge Apartments (Norman Ave.; exhibit attached).

## Staff Recommendation

1. Restricting the development in Basins 10A-3 & 10A-4 to those allowable for a Commercial Zoning at 2.5 single family units per acre (sfu/acre) or 650 gallons per day per acre (gpd/acre) no matter the current zoning or whether within the City Core Overlay area.
2. Approval of the Engineering Proposal from CIA in an amount not to exceed $30,000 to study the existing pump station and Flow Monitor Basin 9A to determine whether flow could be re-routed from Basins 10A3 & 4 and alleviate the density restriction.

## Background Information

Between December 13, 2018 to January 21, 2019, the Department requested ADS, through our professional services agreement, to install 3 temporary sewer flow monitors within flow monitor Basin MF10 because a developer was interested in building a hotel just north of E. Main Street along Rutherford Blvd. Staff was uncertain whether the downstream sewer main could handle the additional flow from a hotel.

Between the dates of December 23 to December 31, 2018, Murfreesboro received a total of 3.24" with the heaviest rain during this period being December 31st of 1.91". This rain produced sewer depths from 5" to 20" at the temporary monitor locations as shown on the attached spreadsheet. With these depths of flow, the surcharge elevations can be determined within the sewer main and manholes up and/or downstream of the monitor locations.

In 2011, upon receiving a Commissioners Order, from the State of Tennessee Department of Environment and Conservation staff created a Capacity Assurance Program (CAP) to explain the basis for coordinating capacity decision criteria for each sewer basin within our sewer system. The objective of the CAP was to enable the Department to authorize new sewer service connections or increases in flow from existing sewer service connections while not increasing the likelihood of creating sanitary sewer system overflows (SSO's). Within the CAP the below table of Collection System Surcharge Condition Criteria was created to give guidelines as to when to disallow additional connections to the system.

| Collection System Area / Monitor Basin | Surcharge Condition Criteria |
|---|---|
| Area of Limited or No Backup | Sewer Hydraulic Gradeline within 1' of MH Rim |
| Area of Significant Backup Complaints | Sewer Hydraulic Gradeline within 2' of MH Rim |
| Siphon or Other Unique Structure | Evaluate Based on Design Criteria |

Since the creation of this CAP, EPA Region 4 has created a little different guideline specified within different consent decrees given to municipalities within the southeast. The guideline is to disallow additional sewer connections and sewer extensions when sewer surcharges within 3 feet of the manhole rim.

Using this new surcharge guideline specified by EPA, and the recent flow monitoring study information, staff realizes the necessity to restrict development in the temporary flow monitor areas of 10A-3 and 10A-4. The recently passed Sewer Allocation Ordinance and supporting Resolution has reduced the allowed densities based on the current zonings, except for the City Core Overlay area, however, staff feels the results of the flow monitoring warrant the need to restrict development densities even further in order to allow the vacant properties within these areas to continue to develop. Instead of disallowing connections completely, staff would like CIA to study whether sewer flow can be redirected to Basin 9A and alleviate the density restriction.

**Council Priorities Served**

*Maintain public safety*

Maintaining the Department's NPDES Permit and safeguard the sewer system from sewer overflows focuses on public safety and welfare.

## Fiscal Impact

Limiting the development density will reduce the sewer connection fees that the Department will collect.

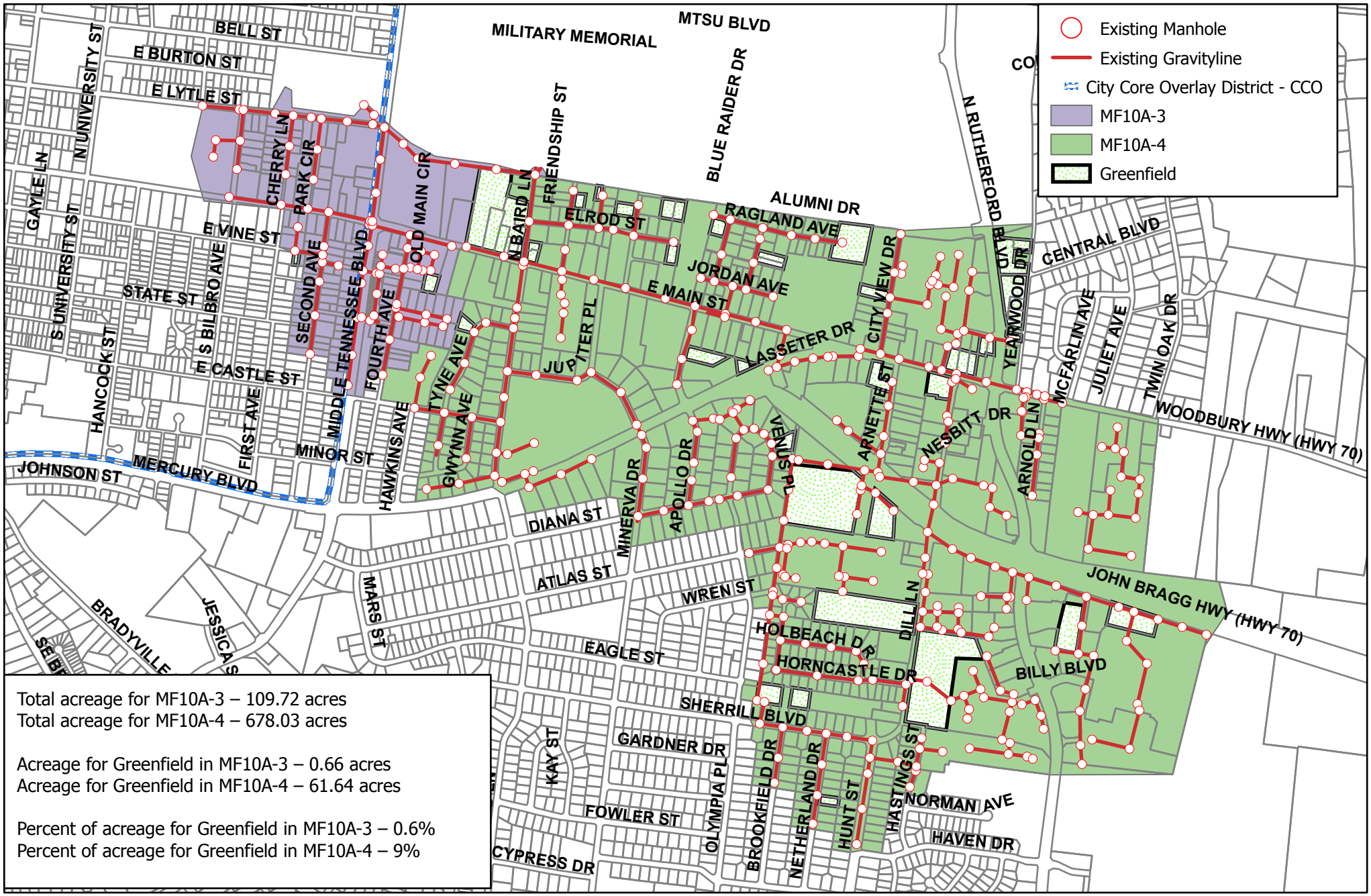
## Attachments

1. Temporary Flow Monitoring Results
2. Exhibit Basin 10A-3 w/City Core Overlay
3. Exhibit Basin 10A-4
4. Exhibit Basin 9A
5. Table 1 of Resolution 19-R-26
6. CIA Engineering Proposal

**Murfreesboro Water Resources**
**Temporary Flow Monitoring Results**
**December 2018-January 2019**

| Manhole No. | Monitor No. | Sewer Main Size (Inches) | Depth of Sewer Flow (Inches) | Depth of Sewer Flow (Feet) | Invert Elevation of Manhole | Sewer Flow Elevation @Monitor | Manhole of Concern #1 | Top of Casting of Manhole of Concern #1 | Manhole of Concern #2 | Top of Casting of Manhole of Concern #2 | Sewer Depth Below Rim Manhole #2 | Sewer within 3 FT of Rim? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | (Feet) | |
| 016A0130 | 10A-2 | 18 | 5.3 | 0.44 | 599.56 | 600.00 | 016A0130 | 605.44 | -------- | -------- | 5.44 | No |
| 016B0160 | 10A-3 | 15 | 12.68 | 1.06 | 601.02 | 602.08 | 016B0160 | 605.77 | 016B0170 | 604.71 | 2.63 | Yes |
| 012B0040 | 10A-4 | 12 | 20.2 | 1.68 | 605.08 | 606.76 | 06B0190 | 606.12 | 012B0010 | 607.25 | 0.49 | Yes |

Sewer Flow within 3 Feet of the Top of Casting or Above.




Total acreage for MF10A-3 – 109.72 acres
Total acreage for MF10A-4 – 678.03 acres

Acreage for Greenfield in MF10A-3 – 0.66 acres
Acreage for Greenfield in MF10A-4 – 61.64 acres

Percent of acreage for Greenfield in MF10A-3 – 0.6%
Percent of acreage for Greenfield in MF10A-4 – 9%

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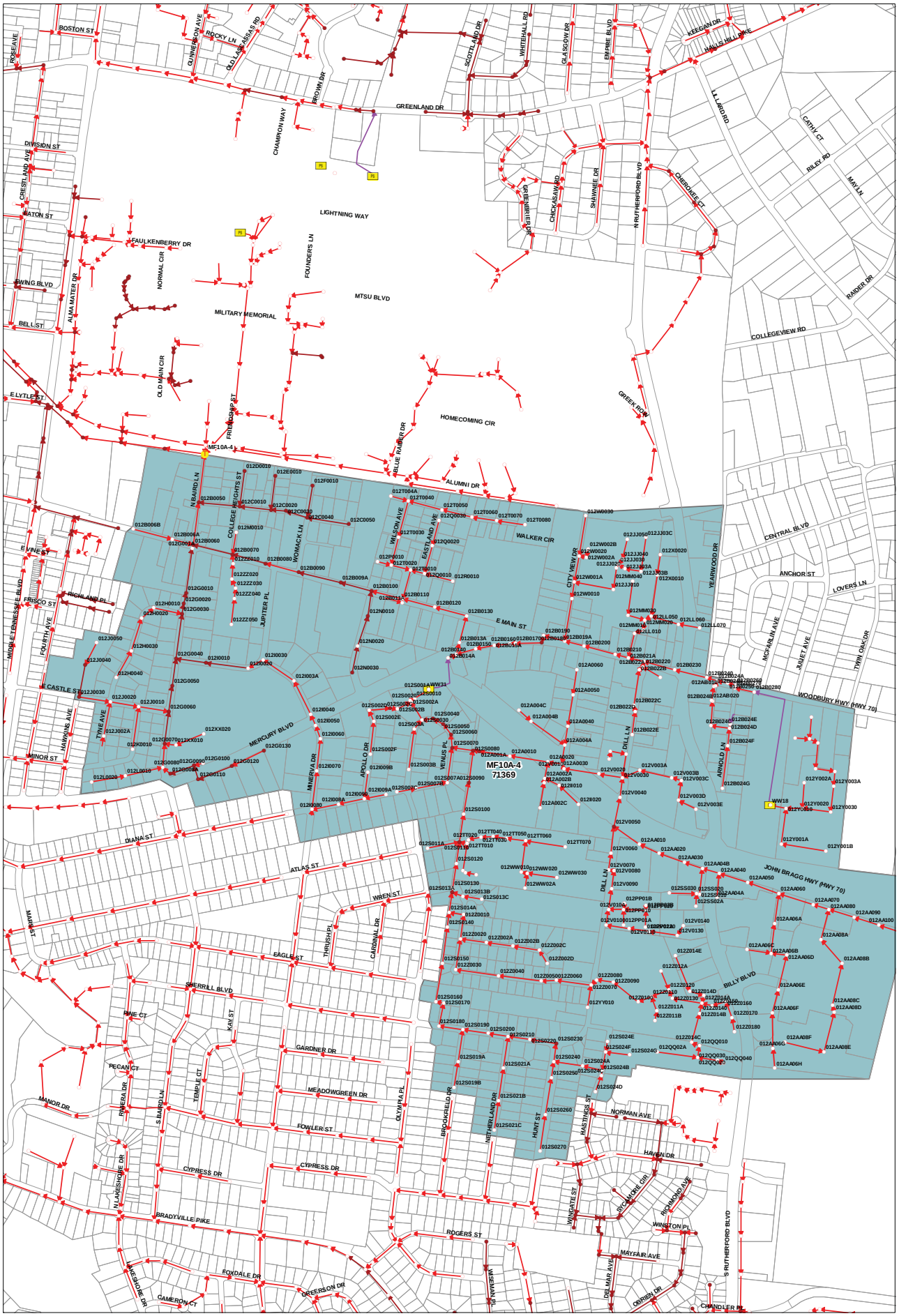
MURFREESBORO WATER RESOURCES DEPARTMENT

# MF10A-3 and MF10A-4

City of MURFREESBORO
TENNESSEE
WATER RESOURCES




MURFREESBORO WATER AND SEWER DEPARTMENT

# MF10A-4

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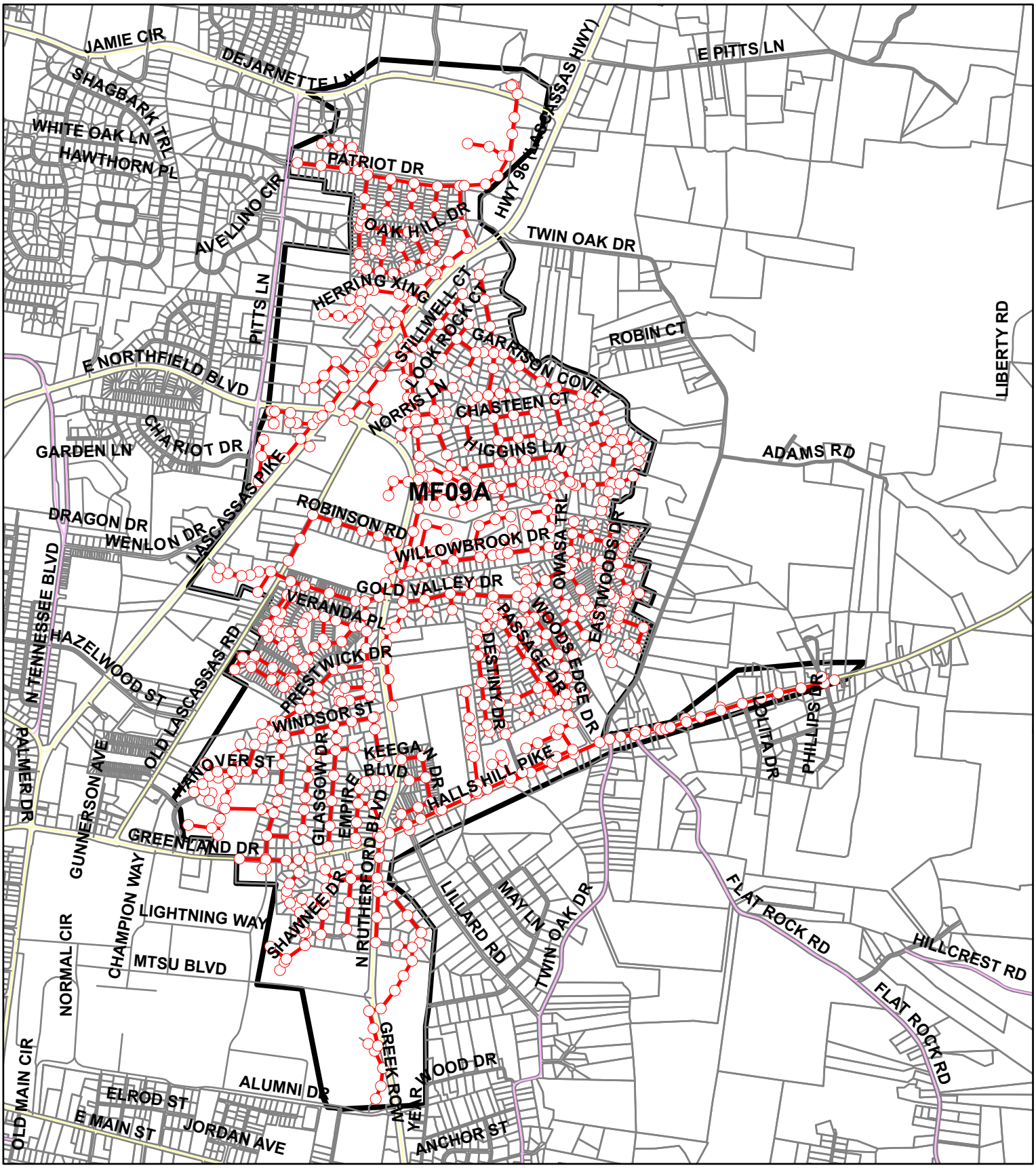
NTS

City of MURFREESBORO TENNESSEE

KMC 2/11/19
MF10A-4.MXD




MURFREESBORO WATER RESOURCES DEPARTMENT

# MF09A

City of MURFREESBORO
TENNESSEE
WATER RESOURCES

**TABLE 1**

**Maximum Daily Wastewater Generation Allowance**

| Land-Use Classification | Included Zoning Classifications | Maximum Daily Allowance (gallons per acre per day) | Single-Family-Unit Equivalents (SFUE) per Acre |
|---|---|---|---|
| Commercial | CM-R, CM, CM-RS-8, OG-R, OG, CL, CF, CH, and PCD | 650 | 2.5 |
| Industrial | G-I, H-I, L-I, PID | 1,040 | 4.0 |
| Low-Density Residential | RS-15, RS-12, RS-10, and PRD (if average lot size ≥10,000 sq. ft.) | 780 | 3.0 |
| Medium-Density Residential | RS-8, RS-6, RS-4, R-D, RS-A, PRD (townhome only), and PRD (mixed-housing type or where average lot size <10,000 sq. ft.) | 1,820 | 7.0 |
| High-Density Residential | RM-12, RM-16, R-MO, PRD (apartment only) and CU (dormitories only) | 2,340 | 9.0 |
| Mixed-Use | MU and PUD | 1,040 | 4.0 |
| College and University; Institutional | CU (except dormitories), PND | 880 | 3.4 |
| Parks | P | 130 | 0.5 |
| Central Business District, City Core Overlay, and Gateway Overlay | CBD, CCO, GDO | No Limit | No Limit |

CIVIL
INFRASTRUCTURE
ASSOCIATES

307 Hickerson Drive
Murfreesboro, TN 37129
tel 615.516-2852
www.cia-engineers.com

February 19, 2020

Ms. Valerie Smith, P.E.
Assistant Director
Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Proposal for a Mercury Boulevard Sewage Pump Station Study (Basin 10)

Dear Valerie:

Thank you for the opportunity to submit a proposal for the above referenced project. Below is a summary of the anticipated tasking and a fee estimate for the needed study.

Proposed Study Components:

- Gather existing pump station data for Mercury Blvd and DeJarnette Lane stations.
- Collect and consider gravity sewer flow monitoring data for existing gravity sewer pipe capacities.
- Calculate and consider existing and future sewer flows.
- Preliminary design and cost calculations for 3 most feasible force main routes.
- Preliminary design and cost calculations for replacing aged Mercury Blvd SPS.
- Preliminary design and cost calculations if modifications are needed to DeJarnette SPS.
- Produce a written report summarizing data and recommendations.

Estimated Engineering fee: Not to exceed - $30,000

Should any other additional services be required, our standard hourly rates are as follows:

| | |
|---|---|
| Principal…… | $170.00/Hr. |
| Engineer…… | $150.00/Hr. |
| Engr. Tech/CAD…… | 95.00/Hr. |

If you have any questions or comments regarding this agreement or the project in general, please do not hesitate to call me at 615-516-2852

Sincerely,
**CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC**

Linda Sullivan, PE, President

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Cable Television Commission Appointment

**Department:** Administration

**Presented by:** Mayor McFarland

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

**Summary**

Appointment of Cable Television Commission member to fill vacancy.

**Background Information**

The purpose of the Cable Television Commission is to oversee the cable television franchise for the City and other cable television functions as designated by ordinance.

As established by City Code § 2-166—168, there are 7 members appointed for 3-year terms. Appointment of one member to the Cable Television Commission, filling the vacancy left by Ronald Lindsey.

**Council Priorities Served**

*Engaging Our Community*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

**Attachments:**

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

*. . . creating a better quality of life.*

March 19, 2020

Members of City Council

**RE: Recommended Appointment – Cable Television Commission**

**Board Appointment**

As an item for the Council Agenda, I am recommending the appointment of the following to the Cable Television Commission.

**Appointment**

Mr. Dennis Oneal filling the vacancy left by Ronald Lindsey with the term expiring April 30, 2023

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

# COUNCIL COMMUNICATION

**Meeting Date: 03/19/2020**

**Item Title:** Pension Committee Appointments

**Department:** Administration

**Presented by:** Shane McFarland, Mayor

**Requested Council Action:**

| | |
|---|---|
| Ordinance | ☐ |
| Resolution | ☐ |
| Motion | ☒ |
| Direction | ☐ |
| Information | ☐ |

## Summary

Appointment of Pension Committee members.

## Background Information

The purpose of the Pension Committee is to interpret and carry out the provision of the Pension Plan of the City of Murfreesboro, settling any disputes which may arise with regard to the rights of participants in the Pension Plan.

As established by City Code, § 10.01, the Pension Committee consists of seven members at least three of whom are participants in the Pension Plan, and members serve 3-year terms.

## Council Priorities Served

*Establish strong City brand*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

## Attachments

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

*. . . creating a better quality of life.*

March 19, 2020

Members of City Council

**RE: Recommended Appointments – Pension Committee**

## Appointments

As an item for the City Council agenda, I am recommending the following reappointments to the Pension Committee.

### Reappointments

Earl Hull term ending 6/1/2023
Charles Myatt term ending 6/1/2023
Greg Sample term ending 6/1/2023
Scott Uselton term ending 6/1/2023
Erin Tucker, Vice-Chair - (Participant) term ending 6/1/2023
Melissa B. Wright, Chair - (Participant) term ending 6/1/2023

Valerie Smith Participant – 1-year term replacing the vacancy left by Cindy Nance and Kirt Wade to replace Ronnie Martin as Council representative.

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov