

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
June 25, 2020

PRAYER

Mr. Rick LaLance

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Contract with Quantum Spatial and Associated Federal Grant (Airport)
2. FY20 City Manager Approved Budget Amendments (Finance)
3. Purchase of New Garbage Trucks (Solid Waste)
4. Purchase of New Garbage Carts (Solid Waste)
5. FY21 Contract with RTA for Provision of Transit Services (Transportation)

Old Business

Land Use Matters

6. Ordinance 20-OZ-17: Amending the Westlawn PUD along Veterans Parkway (2nd and final reading) (Planning)

New Business

7. Schedule a Public Hearing for Shelton Square Special Sanitary Sewer Assessment District (Water Resources)

On Motion

8. Resolution 20-R-18: Amendment of the Asset Purchase and Sale Agreement with Middle Tennessee Electric Membership Corporation (Administration)
9. Cherry Lane Phase II – Professional Services Agreement for Environmental Permitting (Engineering)

Licensing

Board & Commission Appointments

10. Appointments to the Board of Gas Examiners (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Contract with Quantum Spatial and associated Federal Grant

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approve contract with Quantum Spatial and associated Federal Aviation Administration (FAA) funded Grant for aerial survey work at the Murfreesboro Municipal Airport.

Staff Recommendation

Recommend approval of the Professional Services Contract with Quantum Spatial and federally funded Grant for \$22,200.

Background Information

To ensure the safety of the pilots and passengers that use the Murfreesboro Municipal Airport and as required by our Federal Grant Assurances, the Airport maintains the approaches for Runway 18/36. To ensure that trees or structures off the ends of the runways are not penetrating the FAA specified approach surfaces, surveys are conducted on an annual basis. Quantum Spatial provides aerial survey data assisting airports in their management of their approaches and works with the FAA to ensure the survey data is accurate and meets all FAA specifications.

The Tennessee Department of Transportation – Division of Aeronautics recommended the City contract directly with Quantum Spatial instead of going through ATKINS, our aviation engineering consultant, for this portion of the approach management project saving the City approximately 10% in administrative fees.

Council Priorities Served

Responsible budgeting

Through the use of State and Federal Grants the Airport is able to affordably maintain and improve its facilities.

Maintain public safety

Maintaining the approaches of any obstructions is essential to safe airport operations.

Fiscal Impact

The FAA is providing 90% funding while the State and Airport are providing the remaining 10% funding.

Attachments

- 1) Grant
- 2) Quantum Spatial Contract



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 5/8/2020	End Date 5/7/2021	Agency Tracking # 40100-00420	Edison ID 61679		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.106			
		Grantee's fiscal year end – June 30			
Service Caption (one line only) Approach Management					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020	\$1,110.00	\$19,980.00		\$1,110.00	\$22,200.00
TOTAL:	\$1,110.00	\$19,980.00		\$1,110.00	\$22,200.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302			

VENDOR ADDRESS: 5 LOCATION CODE: MURFRE-002

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of airport development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal **Attachment One** incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two**, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **May 8th, 2020** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-Two Thousand Two Hundred Dollars and Zero Cents. (**\$22,200.00**) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://tndot.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation-Aeronautics Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. 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 as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

David Demanette
 Transportation Program Monitor 2
 TN Dept. of Transportation-Aeronautics Division
 7335 Centennial Boulevard
 Nashville, TN 37209
 Telephone: 615-741-3208
 Email: David.Demanette@tn.gov

The Grantee:

Shane McFarland, City Mayor
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 Email: Fmacfarland@murfreesborotn.gov
 Telephone # 615-849-2629

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.

- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee 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 this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee 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 the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four.**

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee 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 Grant 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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, or presently fall under any of the prohibitions of sections a-d.

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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:
 - i. 80 percent or more of the Grantee’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 § 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>).

As defined in 2 C.F.R. § 170.315, “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 Grantee’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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.6. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that "**This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent.**"

- E.7. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.8. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.11. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.
- E.12. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- 1) Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0161-20

-

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

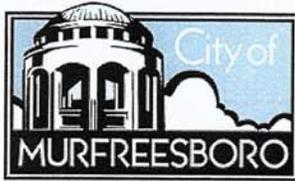
DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE



T E N N E S S E E
... creating a better quality of life

April 16, 2020

Ms. Michelle Frazier, Director
Tennessee Department of Transportation
Division of Aeronautics
7335 Centennial Blvd.
Nashville, TN 37209

RE: Request for a Federal NPE Grant- Approach Management Survey (Phase 1)

Dear Director:

The City of Murfreesboro hereby requests a Federal Grant using NPE funds to conduct aerial and ground based surveys of the trees and foliage under the Approach Surfaces associated with Runway 36 at the Murfreesboro Municipal Airport.

Federal NPE Funds	\$19,980
State Share	\$ 1,110
Local Share	<u>\$ 1,110</u>
TOTAL	\$22,200

The purpose of this Approach Management Survey is to be able to gather the necessary data to identify trees that are currently penetrating the various Approach Surfaces or will be in the next few years. This is the first phase in a multi-phase project. Phase 2 will include the development of a mitigation plan, determination of an appropriate level of environmental study, preparation of bid documents, and collection of bids. Phase 3 will be the actual award of contract and completion of the mitigation program.

The area under Runway 36 is a very complex, wooded urban area with multiple landowners, multiple land uses and zoning, and is located in a very visible area of the community. We have worked with our Project Manager Chuck Hoskins in the preparation of this project including it in our CIP in the Black Cat Grant Management System.

The Murfreesboro Municipal Airport has the local share available. We look forward to completing this project in a timely manner. Thank you for your review of this request and please feel free to call me if you have any questions or require any additional information.

Sincerely,

Steve Waldron
Airport Commission Chair



REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

Airport: Murfreesboro Municipal Airport
Project Title: Approach Management
Project Description: Approach Management

UPIN: BCG0003939
Submitted By: Chad Gehrke
Date Submitted: 4/16/2020 6:34:45PM
Project Manager: Chuck Hoskins

Applicant: City of Murfreesboro
Phone: 615-848-3254

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Need for proactive, efficient, and effective planning to manage approach into Runway 36 for the safe and efficient operation of aircraft. This starts with a comprehensive land and air based survey.

Estimated Cost:

Fiscal Year:	2,021	
Federal:	\$19,980	90.0%
State:	\$1,110	5.0%
Local:	\$1,110	5.0%
Other:	\$0	0.0%
<hr/>		
Total:	\$22,200	100%

Matching Funds Available?: 1,110.00

Airport Sponsor Comments:

Approach Management Plan would provide a program to effectively manage the land and trees under the approach which is a complex urban wooded area with multiple zoning, multiple type dwellings, and very visible in the community.

TAD Comments:

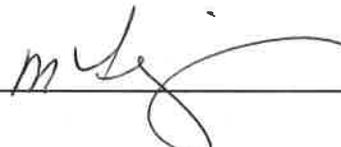
TDOT USE ONLY

Staff Recommended:

Approved: _____

Rejected: _____

Moved: _____

PSR Signature:  _____ Date: 5/8/2020

TAC Signature: _____ Date: _____

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-57
Federal award date	7/23/2019
CFDA number and name	20.106
Grant contract's begin date	5/8/2020
Grant contract's end date	5/7/2021
Amount of federal funds obligated by this grant contract	\$19,980
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/18-6/19) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,982,472
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Blvd Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (75-555-0161-20) every six (6) months.

Any questions please contact your Program Monitor, **David Demanette** at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Murfreesboro: Approach Management			AERO-20-276-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 5/8/2020			END: 5/7/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$21,090.00	\$1,110.00	\$22,200.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$21,090.00	\$1,110.00	\$22,200.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Approach Management	\$22,200.00
TOTAL	\$22,200.00

TAD Project #75-555-0161-20

Project Breakdown:	\$19,980.00	90% Federal # 57 NPE
TX#	\$ 1,110.00	5% State
	<u>\$ 1,110.00</u>	5% Local
Grant Total:	\$22,200.00	100%

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is **Grantee Legal Entity Name** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: 62-6000374

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Chad L. Gehrke

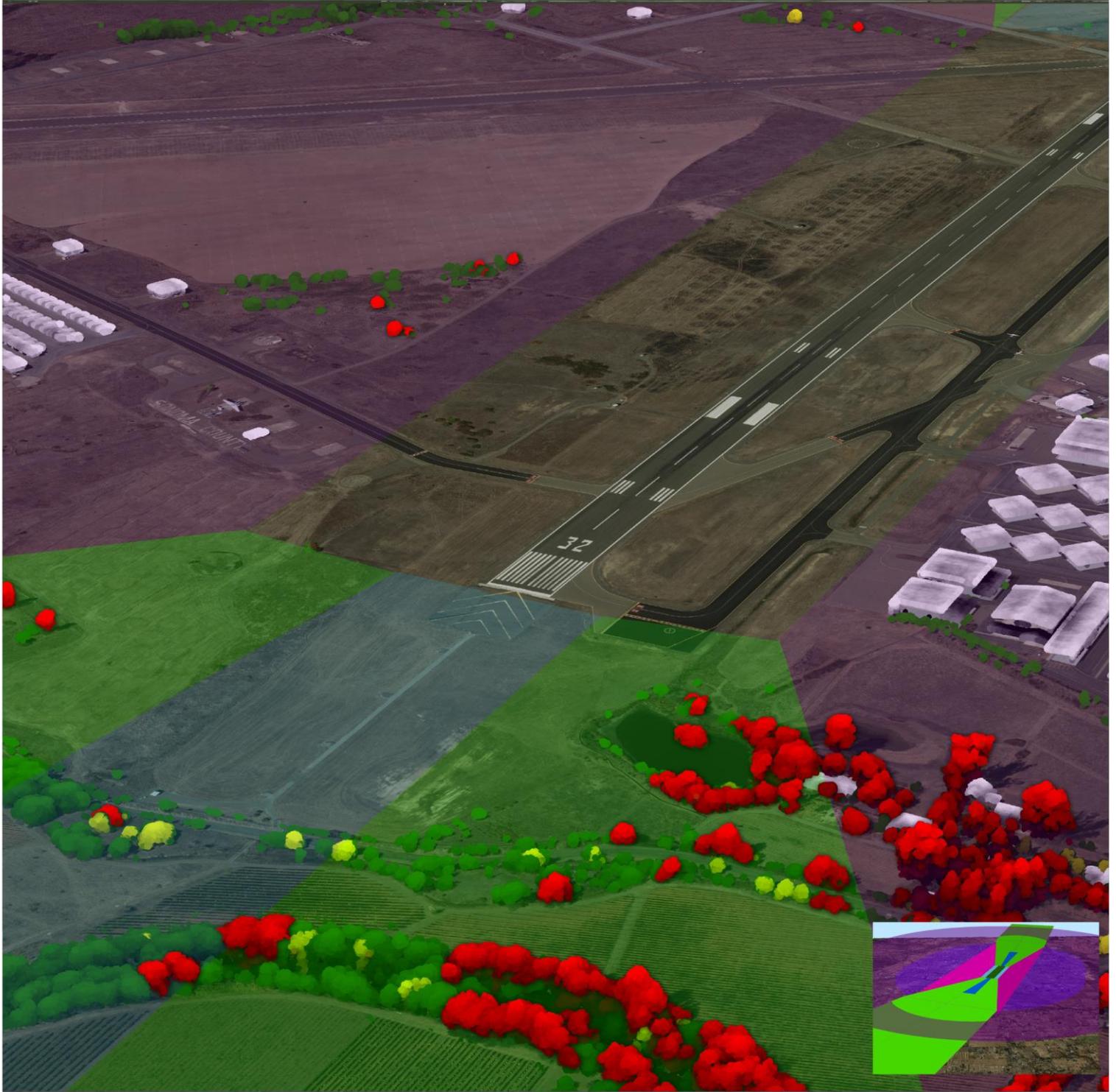
Address: 1930 Memorial Blvd, Murfreesboro, TN 37129

Phone number: 615-848-3254

Email address: c.gehrke@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110

Airport Vegetation Management





April 17, 2020

Mr. Chad Gehrke
Airport Manager
Murfreesboro Municipal Airport
1930 Memorial Blvd
Murfreesboro, TN 37129

Project: Vegetation Obstruction Survey – Murfreesboro Municipal Airport (MBT)

Dear Mr. Gehrke,

This summary of work describes our understanding of the scope of work and services required to provide obstruction information for vegetation management purposes for Runway 36 at the Murfreesboro Municipal Airport (MBT) located in Murfreesboro, TN.

Summary of Work

For this project, we will acquire high resolution (10 ppsm or greater) Lidar data for the defined area. The aerial survey and vegetation analysis will cover an area 11,000 ft off the end of Runway 36 and 3,750' ft wide from runway centerline. We will generate reports for the 20:1 and PAPI OCS surfaces. See the exhibit below to determine area of coverage.

From the 10 pulse per square meter (ppsm) lidar data, we will produce the following:

- Custom Vegetation Obstruction Data Reports including location, height, distance above each obstructed surface, and land parcel data (Sample Below).
- Google Earth .KML file with attributed obstruction data for easy access and navigation

Introduction

The Quantum Spatial team specializes in applied airborne remote sensing and analysis, including light detection and range (LiDAR), ground surveying, software development and a variety of assessment and visualization tools. Quantum Spatial airborne data collection and processing capabilities allow for more than a million of acres per year throughout North America. As a result, we are intimately experienced with varying terrain, geography and weather patterns as well as operating in controlled airspaces. Our team operates 14 aircraft based across North America.

Quality Standards

All LiDAR derived classified point clouds meet or exceed Lidar Base Specifications Version 1.0 (USGS, 2012), Guidelines for Digital Elevation Data (NDEP, 2004), and LAS Specification v1.2 (ASPRS, 2009). In addition, QSI's commitment to provide industry-leading data quality is supported by a rigorous internal QA/QC program put in place at project initiation and applied from project planning, through data collection, to final delivery.

Quality Standards

The project area encompasses all of the Murfreesboro Municipal Airport (MBT) inclusive of the obstruction surfaces as defined above.

Survey Methodology

Quantum Spatial has extensive experience operating in highly controlled airspaces in the US. Our acquisition team routinely coordinate with ATC Flight Centers to ensure flight schedules and planning adhere to strict flight safety guidelines. Our National presence results in our aircraft collecting data within class B & SUA (Special Use Airspace) over 500 flight hours per year. Flight plans are optimized for flight time considering desired route, terrain relief, and the recommended sensor settings. Sound preparation is critical to managing and executing projects successfully.

Simultaneous to airborne LiDAR collection missions, our team will collect static positional data (1 Hz recording frequency) across a network of dual-frequency DGPS base stations. Time-indexed GNSS data are used to correct the continuous onboard measurements of aircraft position recorded throughout each mission. We have developed a set of criteria that enable us to improve our overall data quality (ground-based and airborne) and rely on our experienced field team with managerial and PLS oversight to make safe, smart decisions regarding an efficient ground control network.

LiDAR Processing

The overall goal of LiDAR point processing is to rapidly create highly accurate data. Processing tasks include: GPS, kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, assessments of statistical absolute accuracy, and creation of ground and highest hit surface models. Absolute accuracy will be assessed by comparing laser points to ground level survey data (i.e., RTK).



Quantum Spatial proprietary obstruction analysis provides an accurate, easy to understand, and cost effective solution to airport obstruction and vegetation management. As shown in the image above, proprietary software compares the appropriate obstruction identification surfaces for each runway to LiDAR point cloud data to accurately identify each penetrating obstruction. QS analysis reports key details for each obstructions including: location, height, obstruction surface penetrated, amount penetrated, and land parcel data. The final data will be delivered in a format to work with ESRI shape files and Google Earth KML files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted between you and Quantum Spatial as the project continues to develop.

Production Schedule

Quantum Spatial will deliver the completed data within 45 days after collection of lidar data, ground survey, and the appropriate aviation surfaces have been received.

Deliverables

Quantum Spatial will deliver all data collected and process in the following formats:

- **Summary Table of Contents:** An excel table including airport and runway details names, .jpg of airport extent, parcels and obstruction page number location
- **Summary Table including:** An excel table of all obstructions points, airport name & location, runway names and details.

- **Parcel Report Booklet:** 1 PDF format 11x17 per parcel including, airport name/location, obstructions found, individual parcel data, obstruction surface polygons, imagery of obstruction surfaces extent, plan imagery, above surface obstructions, near surface obstructions
- **Google Earth .KML including** attributed obstructions and parcels with links to parcel reports

All digital files will be delivered via FTP or external hard drive.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost for of U.S. \$21,420.00

Adding the 34:1 Surface will be provided at an additional \$713.00

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by your office. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

Quantum Spatial Representative

Bob Vander Meer, Vice President will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call me at 920-912-6263 or email me at the address shown below.

Sincerely,
Quantum Spatial, Inc.

A handwritten signature in black ink, appearing to read 'Bob Vander Meer', with a long horizontal line extending to the right.

Bob Vander Meer
Vice President
rvandermeer@quantumspatial.com

KMBT: Murfreesboro Municipal Airport

35° 52' 39" N 86° 22' 39" W | Elevation: 614 ft



RUNWAY 18/36
 3,898 x 100 ft
 asphalt, in fair condition
 184 magnetic, 182 true

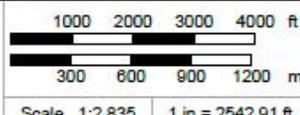
Services
 Fuel available 100LL JET-A+
 Parking hangars and tiedowns
 Airframe service MAJOR
 Powerplant service MAJOR
 Bottled oxygen LOW
 Bulk oxygen LOW



www.slmav.com/airport/KMBT



Acquisition Boundary
 Width: 3,750 ft from centerline
 Length: 2,500 ft from runway end 1
 11,000 ft from runway end 2
 Area: 4.68 sq miles



Signature Summary

Proposed Project: Murfreesboro Municipal Airport

Proposal Date: April 17, 2020

Proposed To: Murfreesboro Municipal Airport
1930 Memorial Blvd
Murfreesboro, TN

Submitted By: Robert Vander Meer, Vice President

Agreement: We agree the proposal we submitted on April 17, 2020, constitutes the entire agreement between the City of Murfreesboro and Quantum Spatial, as it relates to this project. We accept that proposal with our Standard Terms and Conditions.** Quantum Spatial will not proceed with acquisition of the Imagery without written Notice to Proceed from the City of Murfreesboro.

	City of Murfreesboro, TN	Quantum Spatial
Authorized Signature:		
Printed Name:		Robert Vander Meer
Title:		Vice President
Date:		April 17, 2020

**The City of Murfreesboro's Standard Terms and Conditions appear on the Purchase Order issued in connection with the procurement of Quantum Spatial's services under this agreement.

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: FY 2020 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

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:

Civic Plaza

To install security camera on the Civic Plaza for increased security. Move \$20,000 from Parking Garage Capital Outlay to Civic Plaza Machinery and Equipment.

To replace the pressure tank for the irrigation system on the Plaza. Move \$2,000 from Civic Plaza various operating accounts to Civic Plaza Machinery and Equipment.

Golf

To replace the old broken zero turn mower at Old Fort Golf Course. Move \$10,300 from Golf Salary – Full-Time - Regular to Golf Machinery and Equipment.

Fleet

To update the 3 Snap-on scan tools. Move \$4,700 from Fleet Repair & Maintenance - Software to Fleet Computer Software Expense.

Finance

Transfers between funds must balance. Transactions arising from payments from developers and a closed checking account necessitated funds to be transferred to the Debt Service Fund from the Loan/Bond Fund. An amendment for \$100,000 balances the necessary accounts within the Debt Service Fund, Loan/Bond Fund, and General Fund.

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.

The transfers within the Debt Service Fund will have no effect on fund balance.

The transfers within the Loan/Bond Fund will have no effect on fund balance.

Attachments

Detailed Inter-Fund Budget Requests



... creating a better quality of life

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:

Org 10315129
Object 590000
Acct Name Capital Outlay
Amount \$ 20,000.00

Move funds to:

Org 10315119
Object 594000
Acct Name Machinery and Equipment

Explanation: Install security cameras on the Civic Plaza for increased security.

[Signature]
Department Head Signature

6/8/20
Date

[Signature]
Reviewed by Finance

06/08/2020
Date

Approved

Declined

[Signature]
City Manager

6/9/2020
Date

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



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:

Org 10315118
 Object 526100
 Acct Name Repair & Maintenance Motor Vehicles
 Amount \$ 500.00

Move funds to:

Org 10315119
 Object 594000
 Acct Name Machinery and Equipment

Explanation: To replace the pressure tank for the irrigation system on the Plaza.

Move funds from:

Org 10315118
 Object 533000
 Acct Name Repair & Maintenance Supplies
 Amount \$ 500.00

Move funds to:

Org 10315119
 Object 594000
 Acct Name Machinery and Equipment

Explanation: To replace the pressure tank for the irrigation system on the Plaza.

Move funds from:

Org 10315118
 Object 549000
 Acct Name Other Supplies & Materials
 Amount \$ 500.00

Move funds to:

Org 10315119
 Object 594000
 Acct Name Machinery and Equipment

Explanation: To replace the pressure tank for the irrigation system on the Plaza.

Inter-Fund Budget Amendment Request

Move funds from:

Org 10315118
 Object 599900
 Acct Name Miscellaneous Expense
 Amount \$ 500.00

Move funds to:

Org 10315119
 Object 594000
 Acct Name Machinery and Equipment

Explanation: To replace the pressure tank for the irrigation system on the Plaza.

[Signature]
 Department Head Signature

6/12/20
 Date

Amanda DeRosia
 Reviewed by Finance

06/12/2020
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6.12.20</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

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:

Org 10414217
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$10,300.00

Move funds to:

Org 10414209
Object 594000
Acct Name Machinery and Equipment

Explanation: To replace the broken old zero turn mower at Old Fort Golf course.

The old mower would cost approximately \$5000 to repair it.

This mower is used approximately 25 hours per week March through October.

[Signature]
Department Head Signature

06/15/2020
Date

Amanda DeRosia
Reviewed by Finance

06/15/2020
Date

Approved [Signature] City Manager 6.15.20 Date

Declined

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



... creating a better quality of life

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:

Org 10125008
Object 526214
Acct Name Repair & Maintenance Software
Amount \$ 4,700.00

Move funds to:

Org 10125009
Object 594701
Acct Name Computer Software Exp.

Explanation: These funds will be used to update the 3 Snap-on scan tools.

[Signature]
Department Head Signature

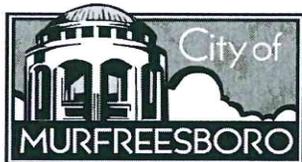
6-15-2020
Date

Amanda DeRosia
Reviewed by Finance

06/15/2020
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-15-20</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

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:

Org 10510008
Object 576005
Acct Name Transfer to Debt Service
Amount \$ 100,000.00

Move funds to:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies

Explanation: Funds received from developers and to close out the 2014 TMBF Loan checking account.

Move funds from:

Org 1306
Object 369601
Acct Name Transfer in from General Fund
Amount \$ 100,000.00

Move funds to:

Org 1306
Object 369609
Acct Name Transfer in from Loan/Bond Fund

Explanation: Funds received from developers and to close out the 2014 TMBF Loan checking account.

Inter-Fund Budget Amendment Request

Move funds from:

Org 1408
 Object 590000
 Acct Name Capital Outlay
 Amount \$ 100,000.00

Move funds to:

Org 1408
 Object 576005
 Acct Name Transfer to Debt Service Fund

Explanation: Funds received from developers and to close out the 2014 TMBF Loan checking account.

Martin B. Weyler
 Department Head Signature

6-19-2020
 Date

Amanda DeRosia
 Reviewed by Finance

06/19/2020
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/22/20</u>
Declined	<input type="checkbox"/>	City Manager	Date

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

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Purchase of New Garbage Trucks

Department: Solid Waste

Presented by: Joey Smith, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of two rear loading garbage trucks for the Solid Waste Department.

Staff Recommendation

Approve the purchase of two new garbage trucks from Cumberland International Trucks, Inc.

Background Information

The purchase of these two trucks are scheduled replacements. This equipment is available for purchase in the amount of \$384,796.

These items are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution.

Council Priorities Served

Responsible budgeting

Purchase will be funded from FY16 and FY19 debt issuance. These items were budgeted in the amount of \$401,000. The contract price is under the budgeted amount by \$16,204.00.

Fiscal Impact

This is a budgeted item in the 2016 and 2019 debt issuance.

Attachments

1. Agreement for HV607 SBA Solid Waste Truck
2. Proposal from Cumberland International Trucks, Inc.
3. Proposal from Municipal Equipment, Inc.
4. State of Tennessee Department of General Services Central Procurement Office, Contract No. 64430

Agreement for HV607 SBA Solid Waste Truck

This Agreement is entered into and effective as of the ____ day of _____ 2020, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Cumberland International Trucks Inc, a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Cumberland International Trucks, Inc. Proposal 15002-02 dated May 11, 2020, for 2021 HV607 SBA
- Municipal Equipment, Inc. Quote 51120201JH dated May 11, 2020 for New Way 20RL Cobra (138" CA)
- State of Tennessee SWC# 209 – "Vehicles" – Contract #64430
- Any properly executed amendments to this Agreement

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, Cumberland International Trucks, Inc. Proposal 15002-02 dated May 11, 2020, for 2021 HV607 SBA & Municipal Equipment, Inc. Quote 51120201JH dated May 11, 2020
- Lastly, State of Tennessee SWC# 209 – "Vehicles" – Contract #64430

1. Duties and Responsibilities of Contractor. Contractor agrees to provide and City agrees to purchase two (2) HV607 SBA Solid Waste Trucks from Cumberland International Trucks, Inc. in accordance with Tennessee SWC# 209 – Vehicles – Contract #64430, Cumberland International Trucks, Inc. Proposal 15002-02 dated May 11, 2020 and Municipal Equipment, Inc. Quote 51120201JH dated May 11, 2020. Furthermore, the City may utilize this Contract to procure additional vehicles from Contractor per State of Tennessee Contract SWC#209-"Vehicles"- Contract #64430 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. Term. The term of this Contract shall be from _____ to September 30, 2021. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the

right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Cumberland International Trucks, Inc. Proposal 15002-02 dated May 11, 2020, which reflects a purchase of \$192,398.00 for one vehicle. The total purchase price for two (2) 2021 HV607 SBA vehicle is **\$384,796.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Payment Terms: Net 30 days after receipt of goods.
- c. Deliveries of all items shall be made within 240 days of issuance of PO to Attn: Joey Smith – Solid Waste Dept. 4765 Florence Rd., Murfreesboro TN 37130 - Contact Person: Joey Smith (email: jsmith@murfreesborotn.gov – phone: 629.335.1830 must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

4. Warranty. Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Work Product. Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any

such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Cumberland International Trucks
Attn: Chris Randall
1901 Lebanon Pike
Nashville, TN 37120

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

- 15. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 16. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 17. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 18. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 19. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 20. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

CUMBERLAND INTERNATIONAL TRUCKS, INC.

By: *Chris Randall*
Chris Randall, Director of Sales

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney



HV607 SBA

Sales Proposal For:

CITY OF MURFREESBORO

Presented By:

CUMBERLAND INTERNATIONAL TRUCKS, INC.

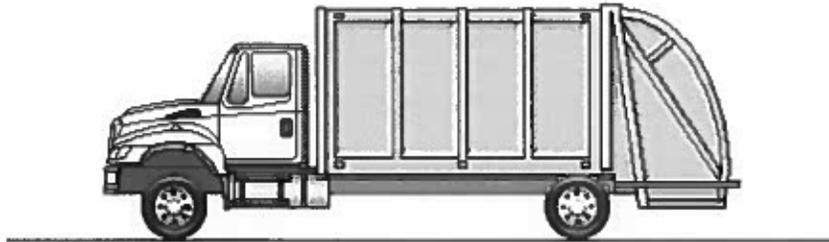
INTERNATIONAL®

May 11, 2020

Prepared For:
 CITY OF MURFREESBORO
 Jack Hyatt
 630 W Main St.
 Murfreesboro, TN 37129-3586
 (615)893 - 4380
 Reference ID: State Contract

Presented By:
 CUMBERLAND INTERNATIONAL TRUCKS, INC.
 Erick Creasey
 1901 LEBANON PIKE
 NASHVILLE TN 37210 -
 (615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2021 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Packer - Rear Loader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37240 Calc. Start / Grade Ability: 41.86% / 3.29% @ 55 MPH Calc. Geared Speed: 66.6 MPH
DIMENSION:	Wheelbase: 207.00, CA: 139.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 60,000-lb GVW Max, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking
AXLE, REAR, SINGLE:	Differential, R Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2021 HV607 SBA (HV607)****May 11, 2020****Description**

Base Chassis, Model HV607 SBA with 207.00 Wheelbase, 139.90 CA, and 61.00 Axle to Frame.

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

AIR CLEANER Dual Element

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 60,000-lb GVW Max, Refuse/Mixer

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Front Loaders, Rear Loaders, Recycling/Packer Trucks

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

NEUTRAL AT STOP OMIT

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

INTERNATIONAL®**Vehicle Specifications
2021 HV607 SBA (HV607)**

May 11, 2020

Description

SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter

CLUTCH

CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.38

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

FRONT AXLES

AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity

FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers

CABS, COWLS, BODIES

CAB Conventional, Day Cab

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

AIR CONDITIONER with Integral Heater and Defroster

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB REAR SUSPENSION Air Bag Type

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

INSTRUMENT PANEL Flat Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

INTERNATIONAL®**Vehicle Specifications
2021 HV607 SBA (HV607)**

May 11, 2020

Description

SEAT BELT All Orange; 1 to 3

SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

FRAMES

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

TOW HOOK, FRONT (2) Frame Mounted

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

BRAKES

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)

: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control

BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

SLACK ADJUSTERS, REAR {Haldex} Automatic

BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance

BRAKE SHOES, REAR Cast

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

AIR COMPRESSOR {Cummins} 18.7 CFM

INTERNATIONAL®**Vehicle Specifications**
2021 HV607 SBA (HV607)

May 11, 2020

Description

AIR DRYER (Bendix AD-9) with Heater

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank

STEERING

STEERING GEAR (Sheppard M110) Power

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

DRIVELINE SYSTEM (Dana Spicer) 1710, for 4x2/6x2

EXHAUST SYSTEMS

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

AFTERTREATMENT COVER Steel, Black

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position

TAIL PIPE (1) Straight Type

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

ALTERNATOR (Delco Remy 28SI) Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

BATTERY DISCONNECT SWITCH (Cole-Hersee 75920-06) 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted

INTERNATIONAL®**Vehicle Specifications
2021 HV607 SBA (HV607)**

May 11, 2020

Description

BATTERY SYSTEM (Deka/EAST PENN 9A31 AGM) Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

CIGAR LIGHTER Includes Ash Cup

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord

HORN, ELECTRIC Disc Style

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light

SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In Instrument Panel

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted on Battery Box Back of Cab, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

FRONT END

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

GRILLE Stationary, Chrome

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Reinforced Frame Rails

DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

May 11, 2020

Description

SAFETY TRIANGLES

FUEL TANKS

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR (Racor 400 Series,) with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab

WHEELS, TIRES - FRONT

WHEELS, FRONT (Accuride 42644) DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

WHEELS, REAR (Accuride 42644) DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(4) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

Services Section:

WARRANTY

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

New Way 20 Yd RL Cobra (New Body Style)Rear load Packer body Per spec.

INTERNATIONAL*

**Financial Summary
2021 HV607 SBA (HV607)**

May 11, 2020

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$192,938.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Municipal Equipment, Inc.
6305 Shepherdsville Road
Louisville, KY 40228
(502) 962-9527
FAX: (502) 962-6499

QUOTE

Number: 51120201JH
Date: 5-11-2020
Page: 1

To:

Eric Creasey
 Cumberland Truck Sales
 1901 Lebanon Pike
 Nashville, TN 37210
 RE: City of Murfreesboro

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
150-180 Days AROC	Jimmy Hoben	Murfreesboro, TN	BW	Net 15 Days	INCLUDED: NOT INCLUDED: XX	INCLUDED: NOT INCLUDED: XX

QTY	Description	Unit Price	Total Price
1	New Way 20RL Cobra (138" CA), Complete mount, Front Mount Muncie MLS, (3) Integrated Strobe Light Package System, 1 mounted on Front of body, 2 Mounted Upper Tailgate 2 Mounted Lower tailgate, Center mount brake (I.D) Cluster, Fire Extinguisher 10#, Zone Defense Camera system with DVR, Paint Acrylic Urethane Enamel White, Nylon Sleeves on hoes, Mud Flaps behind Rear Axle, Mud Flaps in front of Rear Axle, 5,Year Hydraulic Warranty, 5 Year Cylinder Warranty, 5 Year Body Warranty, Brake, Turn, and tail light use 1217 Peterson lights, Mid Body Backup lights, Back Up Alarm Auto Volume Adjustable (87-112 db), Reinforced Hopper floor back with additional braces, Body Full welded inside, Trough full welded outside, Hopper floor back Extension, Tailgate Seal Extended, Extra width steps Max 102", 30"X30" Access door With ladder and handle, Service training provided for 2 Shifts of Mechanics @ City of Murfreesboro, Tn Facility		\$94,100.00

Jimmy Hoben

MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY _____

DATE _____

Quote Valid for 14 Days

SUBTOTAL	
FREIGHT	
TAX	
MISCELLANEOUS	
BALANCE DUE	\$94,100.00



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Cumberland International Trucks Inc
1901 Lebanon Pike
Nashville, TN 37210

Vendor ID: 0000081551

Contract Number: 0000000000000000000064430

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021
Options to Renew: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. 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 Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187735
Light Trucks, International(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187736
Medium Trucks, International(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

APPROVED: 
CHIEF PROCUREMENT OFFICER

Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2019.09.26 12:58:11 -0500'

BY: 
PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPD,
ou=CPD,
email=michael1.neely@tn.gov, c=US

DATE

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Purchase of New Garbage Carts

Department: Solid Waste Department

Presented by: Joey Smith, Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Purchase of new garbage carts for the Solid Waste Department.

Staff Recommendation

Approve the purchase of 702 garbage carts from Rehrig Pacific Company.

Background Information

The Solid Waste Department provides garbage carts to City residents. There has been a significant increase in requests for residential carts over the past several months.

The purchase of an additional 702 carts is available through the Omnia/NJPA contract, which is permitted by State statute and Council Resolution, for a total cost of \$34,082. Using a state contract is authorized by state law and City Code. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Safe and Livable Neighborhoods

Providing garbage carts for residential residents allows for the sanitary containment of solid waste clear and assure efficient collection by assure compatibility of collection equipment.

Fiscal Impact

The cost of the proposed purchase, \$34,082, is budgeted for FY21.

Attachments

1. Agreement for 95 Gallon EG Carts
2. Rehrig Pacific Company Proposal
3. Omnia/NJPA Contract No. 00254

Agreement for 95 Gallon EG Carts

This Agreement is entered into and effective as of the ____ day of _____ 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Rehrig Pacific Company**, a Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document;
- Rehrig Pacific Company Proposal #MU038A 05082020 Dated: 05/08/2020;
- Omnia/NJPA Contract No. Contract #00254; and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
 - Second, this Agreement;
 - Third, Rehrig Pacific Company. Quote MU038A 05082020 Dated: 05/08/2020; and,
 - Lastly, Omnia/NJPA Contract No. Contract #00254.
- **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase 702 each 95 Gallon EG Carts from Rehrig Pacific Company in accordance with Omnia/NJPA Contract No. Contract #00254 and Rehrig Pacific Company Proposal #MU038A 05082020 Dated: 05/08/2020.

1. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Contract expires 10/05/2021, concurrent with the expiration of Omnia/NJPA Contract No. Contract #00254.
 - b. Upon 30-day prior notice, for the convenience of the City.
 - c. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - d. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection (d) is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - e. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - f. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

2. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Rehrig Pacific Company Proposal #MU038A 05082020 at \$48.55 each, which reflects a **total purchase price of \$34,082.10**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Payment Terms: Net 30 days after receipt of goods. Upon the City's failure to timely pay an invoice properly issued pursuant to this Section 2, late fees shall accrue on all unpaid amounts the rate of one percent (1%) per month from the initial date due until the date paid, plus interest from the initial date due until the date paid at a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed under applicable law, whichever is less.
- c. Deliveries of all items shall be made within 30 days of issuance of Purchase Order to Attn: Joey Smith – Solid Waste Dept. 4765 Florence Rd., Murfreesboro TN 37130 - Contact Person: Joey Smith (email: jsmith@murfreesborotn.gov – phone: 615.893.3681 must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

3. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

4. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

5. **Work Product.** Except as otherwise provided herein, all data produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement. Notwithstanding anything to the contrary in this Section

5, nothing herein shall confer any right, title, or interest in or to any intellectual property of Contractor, including, but not limited to, any intellectual property contained or reflected in the goods contemplated to be sold pursuant to this Agreement, and Contractor shall retain all right, title, and interest in and to all such intellectual property.

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.

1. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

2. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- i. Procure for the City the right to continue using the products or services.
- ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
- iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

3. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Rehrig Pacific Company
Attn: Thomas Delfino
1000 Raco Court
Lawrenceville, GA 30046

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, epidemic, pandemic, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, each party will be responsible for its own expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of 06/08/, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

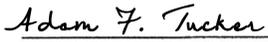
By: _____
Shane McFarland, Mayor

REHRIG PACIFIC COMPANY

By: 
Raj Luhar, CFO

APPROVED AS TO FORM:

DocuSigned by:


Adam F. Tucker, City Attorney



Locations:

1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: MU038A 05082020

May 8, 2020

Bill-to:	Ship-to:
City of Murfreesboro 4765 Florence Road Murfreesboro, TN 37129	
Billing Contact:	Shipping Contact:
Name: Joey Smith Phone: (615) 893-3681 E-mail: jsmith@murfreesborotn.gov	Same

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: MU038 	702	\$48.55	\$ 34,082.10

Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days	Subtotal = \$34,082.10 Tax on Product = \$0.00 Truckload Freight Rate = Delivered Tax on Freight = \$0.00 Total = \$34,082.10
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ADDITIONAL INFORMATION:

Contract Options: None
Ship From: Lawrenceville, GA facility
Leadtime: 3-4 weeks or sooner
Warranty: 10 year unprorated warranty
Quote Valid: 30 Days
Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

*** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:	ACCEPTED BY:
Thomas Delfino Environmental Sales Representative Direct: (678)-919-0489 Email: TDelfino@rehrig.com	
Rebecca Engberg Environmental Customer Service Specialist Direct: 262-947-5940 Email: Rengberg@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services
Contract No. 00254

THIS AGREEMENT made and entered into as of this 5 day of Oct. 2016 by and between Rehrig Pacific Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 4010 East 26th Street, Los Angeles, CA 90058 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide waste carts, recycling carts, cart parts, bins and related products and services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00254 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 4, 2016, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such waste carts, recycling carts, cart parts, bins and related products and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00254 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.

- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Rehrig Pacific Company and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 00254 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on date indicated on Page 1 of this agreement and shall continue through the last day of the 60 month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the

Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:
Miami-Dade County
Department of Solid Waste Management
Attn: Deputy Director for Waste Operations
Phone: 305-514-6689

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Rehrig Pacific Company
4010 East 26th Street
Los Angeles, CA 90058
Attention: Mr. Matt Callier
Phone: 407-857-3888
Fax: 407-857-0900
E-mail: mcallier@rehrig.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Payment Schedule (Miami-Dade County), Appendix C, U.S. Communities National Pricing Schedule and Appendix D, National Freight Averages for Participating Public Agencies. The

County or any Participating Public Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County or Participating Public Agency and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule, Appendix C – U.S. Communities National Pricing Schedule for Participating Public Agencies or Appendix D - National Freight Averages for Participating Public Agencies. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County,

shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Solid Waste Management
8801 NW 58th Street
Doral, Florida 33172
Attention: Cart Program Manager
Phone: (305) 514-6336

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the

County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to

the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under

subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Article.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, including but not limited to all data related to customer service requests, (e.g., requests received, processed and returned), and to all cart inventory related data (e.g., carts received, distributed and remaining), which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of the County shall become the property of the County. All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of Contractor shall become the property of Contractor. All rights, title and interest in and to any patents and patent applications on any inventions invented jointly by employees of the County and Contractor shall become the joint property of the County and Contractor.
- c) The County shall have a non-exclusive, royalty-free, perpetual license to use any feature added by Contractor at the specific request by the County to the extent such feature was not already in Contractor's product roadmap or pipeline or development or patent application. Such license to use shall not include access to source code.
- d) Upon expiration of this Agreement, Contractor shall deliver to the County all the data relating to the County's residents and inventory residing in its system(s). Such data shall be provided in a standard electronic unencrypted format, such as CSV, comma delimited flat file or similar, within 14 days of request. If requested by the County, Contractor shall provide a sufficient number of hours of technical assistance to effectuate an adequate transition, as determined by the County, to another system, at the rate of \$150 per hour. After expiration, the County shall have a non-exclusive, royalty-free, perpetual license to use, copy, modify, or publish any printed materials provided by Contractor to County. Such license shall be limited to the benefit of the County and its residents, and shall not extend

to any third party outside the County.

- e) The County acknowledges that no license to any software shall be provided past termination unless otherwise agreed in writing. Contractor is to provide hosted services to the County that are accessible to the County under this Agreement on a subscription-based arrangement and that such access will be suspended at termination unless otherwise agreed in writing.
- f) Contractor acknowledges that the County is not agreeing to hold any information in confidence and that any statement or legend to the contrary shall be void and have no effect.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code) (Ordinance 97-35)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**

(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**

(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
12. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
13. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
14. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
15. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the County Code)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating

contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion,

fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 42 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE

As permitted under the rule published at 80 FR 54407, the County is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

This notice shall constitute the documentation of this decision as required, and shall be deemed incorporated into the County's internal procurement policies.

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
Rehrig Pacific Company
By: [Signature]
Name: Rajesh J. Luhar
Title: CFO
Date: 8/15/2016

Miami-Dade County
By: [Signature]
Name: Carlos A. Gimenez
Title: Mayor
Date: 10/4/16

Attest: [Signature]
Corporate Secretary/Notary Public
Buena M. Blackburn, Notary Public
My Commission expires: Sept. 22, 2016

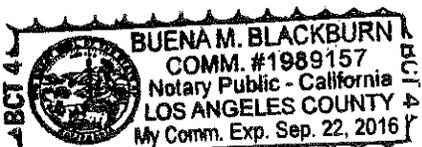
Attest: [Signature]
Clerk of the Board



Approved as to form and legal sufficiency
[Signature]
Assistant County Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
Rajesh J. Luhar, who approved to me upon satisfactory evidence to be the person who appeared before me.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



APPENDIX A – SCOPE OF SERVICES

1.1 BACKGROUND

Miami-Dade County, Florida (County) is registered through U.S. Communities Governmental Purchasing Alliance as a lead public agency. The County, as a lead public agency, conducted a competitive solicitation on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") for a complete line of Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services (herein "Products and Services").

Participating Public Agencies that desire to engage Contractor for all or part of the products and services described in this Agreement shall refer to the Master Intergovernmental refer to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) through U.S. Communities Governmental Purchasing Alliance.

The Contractor shall be responsible for the manufacturing and delivering of waste carts, recycling carts, cart parts, bins and related products and services. In addition, the Contractor shall provide an asset management system that will enable the County to track and manage waste carts, recycling carts, and bins. All products and services provided under this contract are to be a part of a robust turn-key waste and recycling cart solution which will allow the County and Participating Public Agencies to address their respective waste and recycling needs utilizing a single contractor.

2.1 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.2 CART SPECIFICATIONS

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to. The following specifications supersede the standards listed above, where applicable:

- a.) The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
- b.) The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent, thus ensuring maximum protection from the elements.
- c.) The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
- d.) The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
- e.) The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
- f.) The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.

- g.) The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
- h.) The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
- i.) The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
- j.) The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
- k.) The cart lifting section shall be permanently molded into the cart by the manufacturer.
- l.) The carts shall be equipped with a factory installed metal grab bar.
- m.) With the exception of the metal axle, and possibly the metal grab bar, there shall be no other metal attachments, metal framing, or nuts and bolts on cart.

2.3 CART COMPATIBILITY WITH TRUCK LOADING SYSTEM(S)

Carts are required to be compatible with standard truck mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system.

2.4 CART LID AND HANDLE

The cart lid shall be a one-piece construction and be manufactured from the same material and color as the cart body unless otherwise specified by the County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING", at the County's discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open using gravity as the cart is dumped. The lid shall open to a position of 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

The cart lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Users of the cart should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools. Lids will not have a locking device.

Handle attachments must be of durable construction and may be integrally molded or metal.

2.5 CART WHEELS

Each cart shall be furnished with two (2) plastic molded, minimum 1 3/4" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- c) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

The County, at its sole discretion, may opt to request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum 1 3/4 inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- d) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- e) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- f) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

2.6 CART AXLE

Each cart shall be furnished with a 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

2.7 CART MARKINGS

- a) Manufacturer Information: Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating and 5) volumetric capacity.
- b) Standards: Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."
- c) Logo: The County's logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. Decals, stickers or surface paint are not acceptable. In order to maintain consistency with existing cart markings, the County requires the exact, or minimally altered, logo appearance as is currently utilized. Size variations shall not exceed 1/2 inch in any direction. Final art approval is at the discretion of the County. The logo shall be in the shape of a rectangle and sizes shall be per cart size, as follows:

- i. 95/96 Gallon Cart - 7" H x 11 1/4 W

- ii. 64/65 Gallon Cart - 6" H x 9" W
- iii. 35 Gallon Cart - 3" H x 6" W

The County reserves the right to change the shape and sizes of the logo if deemed necessary.

- d) Required Cart Identification: A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the County logos on either side. The Contractor will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Contractor may offer relevant options for upgraded, alternate methods and/or a method of replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the County. The starting number shall be determined by the County, and updated upon request.
- e) Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up to three languages, to include English, Spanish and Creole, and will be finalized by the County prior to an order being placed. The County shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below as long as it is provided by the County to the Contractor prior to cart production.
 - i. The language for waste carts should be customizable and shall include at least the following:
 - Property of Miami-Dade County
 - For Customer Service Call 311
 - Keep Lid Closed
 - This Side Toward Street
 - No Construction Material
 - No Flammable Material
 - ii. The language for recycling carts should be customizable and shall include at least the following:
 - Property of Miami-Dade County
 - For Customer Service Call 311
 - Keep Lid Closed
 - This Side Toward Street
 - Recyclable Materials Only
- f) Recycled Content Symbol: To comply with Florida State Law relating to identification of recycled plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on all carts or lids. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.8 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT

The Contractor shall provide bar code/serial number labels that may be permanently adhered to existing carts. Labels shall be made of durable plastic, use permanent adhesive and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle

resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.9 RFID LABEL FOR RETROFIT OF EXISTING CARTS

The Contractor shall provide RFID/serial number labels that may be permanently adhered to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.10 COLOR IN MOLD LABELS (OPTIONAL)

At the discretion of the County, the Contractor's cart/recycling bin(s) may be requested to have color in mold labels as an alternative/additional feature to the County's logo, or other identifying information such as the barcode/RFID labels.

2.11 RFID HARDWARE FOR NEW CARTS

The Contractor shall provide embedded RFID tag technologies that allow for the tracking and distribution of the carts purchased by the County. The Contractor shall produce and ship carts and associated containers with the embedded UHF RFID tag that has been pre-configured and programmed at the Contractor's production facility. This is a feature that may be elected by the County and shall be tied to compatible RFID readers integrated into the operating software system that allow for tracking, distribution, and assignment.

At a minimum, the RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

- a) RFID tag must be installed within the cart container body, with no exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique seven (7) digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable.
- b) Contractor is required to establish for the County and maintain a web based software system that allows for an electronic database to be viewed and edited by authorized County personnel. The software system (System), at a minimum, shall provide information as to specific RFID data and associated information for all products and services purchased as a result of this contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. The System should be capable of exporting County data in a flat file upon request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
- c) RFID tag inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.

- d) RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
- e) RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

2.12 RFID TAG READER DEVICE - MINIMUM REQUIREMENTS

The Contractor must supply and maintain hand-held RFID tag readers which are compatible with the RFID tags installed in the carts as specified above. The County prefers that this reader also read existing Bar Codes. The readers should be reasonably lightweight, user-friendly, possess extended battery life, and be ruggedized and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a back-up solution should there be a network problem and retain all data until the network is available.

The Contractor shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, and a case or holster as appropriate to the design of the reader.

The reader device, must include at minimum, a one (1) year warranty. In addition, options for extended warranties to include pricing should be made available by the Contractor. Defective units will be returned to the Contractor for replacement within 30 days. The Contractor shall replace the returned item within ten (10) business days from the date of receipt of the defective reader. The Contractor must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point. etc. as appropriate) for County users at no additional cost.

2.13 CART SPARE PARTS

The Contractor shall make available for purchase: new, and/or post-consumer recycled parts compatible with the carts purchased by the County under this contract. All parts supplied will meet ANSI Standards and manufacturer's specifications and standards for parts currently being distributed on new 35, 64/65, and 95/96 gallon waste carts and recycling carts specified in Section 2.2. Cart Specifications. Original spare parts shall be throughout the ten (10) year warranty period of each cart.

2.14 CART TRAINING COURSE

The Contractor shall provide the County with a one-time training course which will cover detailed cart assembly and repairs within 30 days from the: 1) initial purchase order or, 2) purchase orders of new types of carts/bins. This course must be provided in real-time with an opportunity for questions and answers but may take place virtually. This course will be at no cost to the County.

2.15 RECYCLING BIN SPECIFICATIONS

All recycling bins shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update, or equivalent. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to.

The following specifications supersede the standards listed above where applicable:

- a) The bin shall be made from high density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
- b) The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure of sunlight. An ultraviolet inhibitor shall be added at a minimum of 2%

by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts/bins or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.

- c) The bin shall be new, unused and clean.
- d) The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
- e) The bins shall be rectangular in shape with solid sides as opposed to open grid sides.
- f) The bin material shall have no sharp edges.
- g) The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
- h) The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage for containers.
- i) The County's logo and additional program information shall be inscribed or hot Stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
- j) Recycled Content Symbol: To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.16 COLOR CHOICE(S) FOR CARTS/RECYCLING BINS

The Contractor must provide color catalogs of all possible color options to include standard and special order. Up to eight (8) sample swatches of colors may be requested at no cost to the County. The County reserves the right to change the color of the cart and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period.

2.17 DELIVERY OF CARTS/ RECYCLING BINS

The Contractor shall make deliveries of waste carts, recycling carts, cart parts and bins to the County within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the Contractor shall notify the County within 48 hours from the date of the purchase order. If the County approves, a revised delivery schedule may be established.

The Contractor shall furnish the following per order at the time of order delivery, at no cost to the County:

- a) Ten (10) instruction manuals for each cart/recycling bin size or type.
- b) One (1) digital instruction manual for each cart/recycling bin size or type.
- c) Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type.
- d) One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin.

2.18 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Contractor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- a) purchase order number
- b) date of order
- c) a complete listing of items being delivered
- d) range of serial numbers of carts being delivered, and
- e) back-ordered quantities and estimated delivery of back-orders, if applicable.

2.19 CART/RECYCLING BIN WARRANTY REQUIREMENTS

2.19.1 Cart Warranty

The Contractor shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective carts/ parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

2.19.2 Recycling Bin Warranty

The contractor shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the date of acceptance of the product. Warrantable bins delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the Contractor proposer shall replace defective bins/parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a) Failure of the lid to prevent rainwater from entering the cart when in the closed position.
- b) Damage to the cart body, lid or any component parts through opening or closing the lid.
- c) Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- d) Failure of the body and lid to maintain their original shape.
- e) Damage or cracking of the cart body through normal operating conditions.
- f) Failure of the wheels to provide continuous easy mobility as originally designed.
- g) Failure of any part to conform to standards as specified herein.
- h) Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.
- i) Failure of barcode/RFID tag to be read by the appropriate device.

2.19.3 Replacement

Any cart/recycling bin or component parts that does not conform to the technical requirements, as deemed by the County, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the Contractor, at no cost to the County.

2.19.4 Cart Replacement Parts

The Contractor shall provide to the County all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the Contractor is unable to provide the County with any replacement part for a period longer than forty-five (45) calendar days, the Contractor shall be liable for providing new replacement carts. For each unavailable cart part requested by the County, the Contractor's maximum liability shall not exceed the cost of a new, replacement cart delivered to the County.

The specialized tool sets required for cart repairs shall be replaced at no cost to the County, as requested by the County. The County shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

2.19.5 Responsibility for damage or loss

The Contractor shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by the County. To the extent that the cart/recycling bin conforms to the contract requirements, the Contractor shall not be responsible for damage or loss due to fire.

2.19.6 Claim Procedures

The County may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/ recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins), but repairable, the County may elect to install replacement parts such as wheels, grab bars and lids. This action will in no way waive the warranty requirement of the carts/recycling bins. All carts that are identified as not repairable, as determined by the County, and are warrantable Carts/Recycling Bins, shall be replaced as discussed in section 2.19.3.

In the event that a Warrantable cart/recycling bin or component part is identified by the County as requiring complete replacement, then the County shall retain the warrantable cart/recycling bin or component part and promptly notify the Contractor in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the Contractor shall honor the warranty claim by delivering a replacement cart to the County. If the Contractor contests the warranty claim, notice must be submitted in writing to the County's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The Contractor may visually inspect the warrantable cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The Contractor may, upon its inspection of damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The burden of proof when contesting warranty claims shall be placed solely on the Contractor. Such proof shall be in writing with specific details as to the exact cause of the defect. The County will consider the details of the Contractor's contested item.

In the event of a contested warranty claim, the County and the Contractor shall use their best efforts to mutually resolve the disagreement. In the event that the County and the Contractor cannot resolve their disagreement within forty five (45) calendar days, the County's determination shall be final.

2.20 PRODUCT RETURNS

The County may elect to return to the Contractor any unused item within sixty (60) business days of receipt and acceptance of that item by the County if the item is determined to be defective by the County. Items will be returned with all original documentation. The Contractor must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the Contractor.

2.21 CART/RECYCLING BIN BUY BACK PROGRAM

The Contractor, at its sole discretion, may participate in the County's competitive bidding process to purchase the County's non-warrantable cart/recycling bins, when the County offers such for sale. The terms and conditions of the County issued competitive solicitation shall govern that process and subsequent sale agreement.

2.22 REQUIRED ASSET MANAGEMENT SOLUTION TO INCLUDE SOFTWARE AND HARDWARE

Waste and recycling carts shall be provided with automated software capable of inventory management up to and including final disposition, work order processing, and reporting. The data within the software shall be made available to the County no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point or additional formats) must be provided to County at no cost. The Contractor's software shall at a minimum perform the functions listed below.

2.22.1 Software: Asset Management Program and Work Order Solution

The software shall:

- a) Be offered as a web based, hosted solution by the Selected Proposer and not require any additional installation on end user equipment; only a browser and internet connection are needed for access.
- b) Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year.
- c) Include technical support at no additional cost from 7am to 6pm, Eastern Standard Time, Monday through Friday.
- d) Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles.
- e) Provide inventory management capabilities to include progress tracking of container shipments.
- f) Transmit in real time service requests, modified service requests, replacement requests and repair work orders.
- g) Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the County's current Waste Collection System (WCS).
- h) Maintain the database for the purpose of identifying and managing carts inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, purchase order no., delivery date and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace).
- i) Have the capability to add newly delivered carts (and their various characteristics) coming from the Contractor to the inventory (database) via scanning of the bar code with a handheld device at the time of delivery (e.g., as a load is delivered, staff scans each cart

- delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database.
- j) Provide the capability of adding information regarding carts to be shipped to the system. This information must remain in a pending file until the agency "releases" each cart into regular status upon verification that the actual shipment matches the file listing.
 - k) Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry); all such additions to be identifiable by date & time-stamp and user performing the scan.
 - l) Provide ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions.
 - m) Provide ability to pre-program and send "alerts" to designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must have the ability to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.
 - n) Provide standard software upgrades/updates at no additional cost to the County throughout the contract period.

2.22.2 Miami-Dade County Interface Requirements

The Contractor shall configure and develop the following interfaces for the County:

- a) An interface capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and also permit manual entry of service requests as needed.
- b) An interface that is able to accept work orders/service requests for service work related to carts, (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real time using web services.
- c) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.
- d) An interface capable of receiving service requests from a routing application via a standard routing interface (e.g. CSV, comma delimited text, web services, DB scripts, access or ESRI shape file).
- e) An interface capable of allowing for all results of work order requests to be "returned" to other systems (e.g., WCS, 311, etc.) via a Standard format API (Application Programming Interface).
- f) An interface that is be able to return information regarding the status of work orders/service requests to the WCS, again preferably in real time using web services.
- g) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (of replacement unit if applicable) and the date and time of the request completion.
- h) An interface capable of work order processing and provide for the geographical grouping of repair requests to the various County repair crews (into the zones or groups of garbage routes which a given cart crew will service).

- i) An interface capable of providing data in a file format of the service requests that will be suitable for possible future use with a routing software.
- j) An interface that provides each zone's or cart crew's daily list of addresses to be serviced, available to the specific handheld device of that crew.
- k) Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable).
- l) An interface that allows for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome.

2.22.3 Data Reporting Tool Requirements

- a) Proposed solution will provide the ability to generate reports including pre-programmed/automatically generated (and emailed) reports on a daily, weekly or monthly basis.
- b) Proposed solution will be capable of producing reports on a customized ad hoc basis.
- c) Proposed solution will provide capability to provide reports in various file formats for export to include at least PDF, Excel and Text File.
- d) Proposed solution will have the ability to provide a dashboard style of data presentation in real time for both inventory and work order data sets.

2.22.4 Interim Processing

Due to the fact that a new Waste Collection System (WCS) is currently in development, and may not be completed and implemented in advance of the delivery of the proposed interface solution, it may be necessary for the proposed interface solution to provide temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed interface solution being returned to the WCS.

2.22.5 Technical Support

For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- i. Level A: System does not work.
- ii. Level B: System works with limited functions.
- iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- i. Level A: Response within the two hours of notification (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- ii. Level B: Response within twenty-four hours or less (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- iii. Level C: Response within the next working (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).

PRICING COMMITMENT

By execution of this contract, Contractor represents to the County that the pricing offered is the lowest overall available pricing (net to purchaser) for items similar in purchase volume, annual volume, transportation costs, material cost and associated timing, similar container color and services on products and services that it offers to public agencies

CART/RECYCLING BIN PRICE ADJUSTMENTS:

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example: if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

COUNCIL COMMUNICATION

Meeting Date: 6/25/2020

Item Title: FY21 Contract with RTA for Provision of Transit Services

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Contract with Regional Transportation Authority (RTA) for City two subsidized routes serving Murfreesboro—Nashville.

Staff Recommendation

Approve 5th Contract Amendment between the City and RTA for the FY21.

Background Information

Each year the RTA determines local subsidies based on ridership, Congestion Mitigation and Air Quality (CMAQ) funds. In addition to the City's funds, the Federal Transit Authority and CMAQ funding, the cost of operating RTA service is subsidized by the Town of Smyrna, MTSU, Rutherford County, and Davidson County.

The City subsidizes funding for two routes operated by the RTA serving Murfreesboro and providing transportation to/from Nashville. The total cost to operate the service for FY 2021 is \$1,357,236. Murfreesboro's share of the total cost is \$33,610.

Council Priorities Served

Priority 3: Excellent Services with a Focus on Customer Service

The City and the RTA have partnered on the Relax and Ride Commuter service for several years. This service provides a much-needed option to our Citizens who are employed in Nashville but prefer to live in Murfreesboro. As growth continues in our City it is vital to maintain alternative modes of transportation.

Fiscal Impacts

The City's share of the service, \$33,610 will be paid 100% with Federal funds through the CARES Act.

Attachments:

1. Original Contract
2. Amendment No. 5
3. Relax and Ride Budget, Route Map, Invoice

**CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND THE REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF TRANSIT SERVICES**

This Transit Services Contract, effective _____ hereinafter referred to as the "Contract", by and between the City of Murfreesboro, hereinafter referred to as the "City" and the Regional Transportation Authority, hereinafter referred to as the "Contractor" or "RTA," is for the provision of certain transit services as described herein, and as further defined in the "SCOPE OF SERVICES".

The Contractor is a governmental entity. The Contractor's address is:

RTA
430 Myatt Drive
Nashville, TN 37115

A. SCOPE OF SERVICES

- A.1. The RTA shall operate or cause to be operated a regularly scheduled transit service for the route and schedule of said project found in ATTACHMENT 2A & 2B, a bus route, between Nashville/Davidson County, Tennessee and Murfreesboro, Tennessee. The project to be undertaken by the RTA is further described in the City of Murfreesboro's Application for Federal Assistance for 5307 funds. This service shall operate from July 1, 2016, through its last scheduled run on June 30, 2017. This service shall service the City as a transit infrastructure.

Marketing of the project will be done through the collaborative regional transit program, RTA Relax and Ride, which is led by RTA. Any direct expenses related to marketing will be paid through the RTA Relax and Ride budgets. Promotion of said services may include, among other things, information requests, surveys and service identification on vehicles.

The City will designate an employee who shall be responsible for the approval or disapproval of RTA invoices and to respond to inquiries and for approval of the RTA's final work product.

Other than responding to inquiries and explanations of issues addressed in this Contract, the City will not control or instruct the work activities of RTA in fulfilling its requirements under this Contract. RTA shall be responsible for obtaining the end results of work product.

It is understood that RTA will provide sufficient prior written notification to the City when opportunities avail themselves to review possible service changes and schedule modifications to make more efficient use of available transit resources as pertaining to the services described in ATTACHMENT 2A & 2B.

- A.2. The City is a governmental entity and is the Designated Recipient for federal transit funding under the Federal Transit Authority Urbanized Formula Grant program, 49 U.S.C. § 5307.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2016 and ending on June 30, 2017. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period or between the specified route terminus.

B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the City notifies the Contractor in writing of its intention to do so prior to the Contract expiration date. An extension of the term of this Contract beyond June 30, 2017 will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability shall only be affected through an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Obligation for Payments. The RTA represents and acknowledges that the RTA has agreements with Rutherford County, Town of Smyrna, City of LaVergne, Middle Tennessee State University (MTSU) and Davidson County obligating these participating entities to provide local matching funds and other subsidies.

The RTA shall individually bill each participating entity directly for their individual share in accordance with agreements between the RTA and each participating entity.

The Operating Hours per Day x Cost per Hour x Number Days of Service per Year shall constitute the Total Cost per Year for the RTA service. The City of Murfreesboro shall be responsible for payment of its pro rata share of the actual overall service provided that is determined through application of this formula as exhibited in ATTACHMENT 1 & 2.

The RTA shall bill the City its local share, the state, and federal portion of the service. The City, as designated recipient, will be responsible for submission and receipt of any federally and state reimbursable portion of cost from the Federal Transit Administration (FTA) and Tennessee Department of Transportation (TDOT) respectively.

C.2. Maximum Liability. The Contract Budget, attached and incorporated herein as a part of this Contract as ATTACHMENT 2A & 2B, shall constitute the maximum amount due the Contractor for the services and all of the City's obligations hereunder. The Contract budget line items include, but are not limited to, all applicable taxes, fees, overhead, any new additional service and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Compensation Firm. The maximum charge per hour is denoted in ATTACHMENT 1 & 2 and is not subject to escalation for any reason unless amended.

C.4. Payment Methodology. The Contractor shall submit invoices, in form and substance acceptable to the City, with all of the necessary supporting documentation, prior to any reimbursement. Invoices shall be submitted that separately denote the federal, state, and local portion of the service cost for each individual route.

Such invoices and supporting documentation shall be submitted no more often than quarterly and indicate at a minimum the amount charged for the period invoiced, the amount charged to date, and the total number of hours charged for the period invoiced.

C.5. Disbursement Reconciliation and Close Out. The Contractor shall submit a final Contract disbursement reconciliation report within thirty (30) days of the end of the Contract. Said report shall be in form and substance acceptable to the City. The City will not be responsible for the payment of invoices that are submitted to the City after the final Contract disbursement reconciliation report.

If total disbursements by the City pursuant to this Contract exceed the amounts permitted by Section C, Payment Terms and Conditions of this Contract, the Contractor shall refund the difference to the City. The Contractor shall submit said refund with the final Contract disbursement reconciliation report.

The Contractor must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.6. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.7. Deductions. The City 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 City any amounts which are or shall become due and payable to the City by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The City is not bound by this Contract until it is approved and executed by the appropriate City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Murfreesboro City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.3. Termination for Convenience. The City or Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City or Contractor. The party seeking the termination shall give the other party at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which the City is liable, shall be determined by the City. Should the City exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If the Contractor exercises this provision, the City shall not have any right to any 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 City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

If the City fails to properly perform its obligations under this Contract in a timely or proper manner, or if the City violates any terms of this Contract, the Contractor shall have the right to immediately terminate the Contract and withhold further services. Notwithstanding the above, the City shall not be relieved of liability to the Contractor for damages sustained by virtue of any breach of this Contract by the City.

- D.5. 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 City of Murfreesboro 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.

D.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Contract, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, 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. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees that upon request by City it will display a sign displaying the necessary information to allow a citizen to file said grievance regarding the services.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded, in part, under an agreement with the City of Murfreesboro," Any such notices by the Contractor shall be approved by the City.

D.10. Licensure. The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Contractor shall maintain documentation for all charges against the City 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 of Tennessee, the City of Murfreesboro, the Comptroller of the Treasury, or any of their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the State Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, or its duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the City as requested. These reports shall include per trip ridership figures and calculated performance based on collected data and performance measures as mutually agreed between the RTA and City.
- D.14. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractor's compliance with applicable federal procurement requirements.

The Contractor shall obtain prior approval from the City before purchasing any equipment under this Contract.

- D. 15. 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 agreement 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.16. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as agents, 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 a principal/agent 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.

Both the Contractor and the City, being political subdivisions of the State of Tennessee, are governed by the provisions of the Tennessee Governmental Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a State political entity to indemnify or hold harmless another party beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.17. City Liability. The City shall have no liability except as specifically provided in this Contract.
- D.18. 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, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.19. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.20. 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 Rutherford County in actions that may arise under this Contract.
- D.21. 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.22. 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.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

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 facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or, to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:

**Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Phone: (615) 893-6441**

The Contractor:

**Stephen G. Bland, CEO
Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
Phone: (615) 862-6262**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically

by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- 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 City 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 City. 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.
- E.4. Work Papers Subject to Review. The Contractor shall make all audit accounting, or financial analysis work papers, notes, and other documents available for review by the City, the Comptroller of the Treasury or his representatives, FTA, and TDOT, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

IN WITNESS WHEREOF, the City and the RTA execute this Contract effective on the date first stated above as shown by the signatures of their authorized representatives herein below.

APPROVED AS TO FORM AND LEGALITY:

CITY OF MURFREESBORO



Craig Tindall, City Attorney



Shane McFarland, Mayor

REGIONAL TRANSPORTATION AUTHORITY

ATTEST TO THE AVAILABILITY OF FUNDS:



Stephen G. Bland, CEO

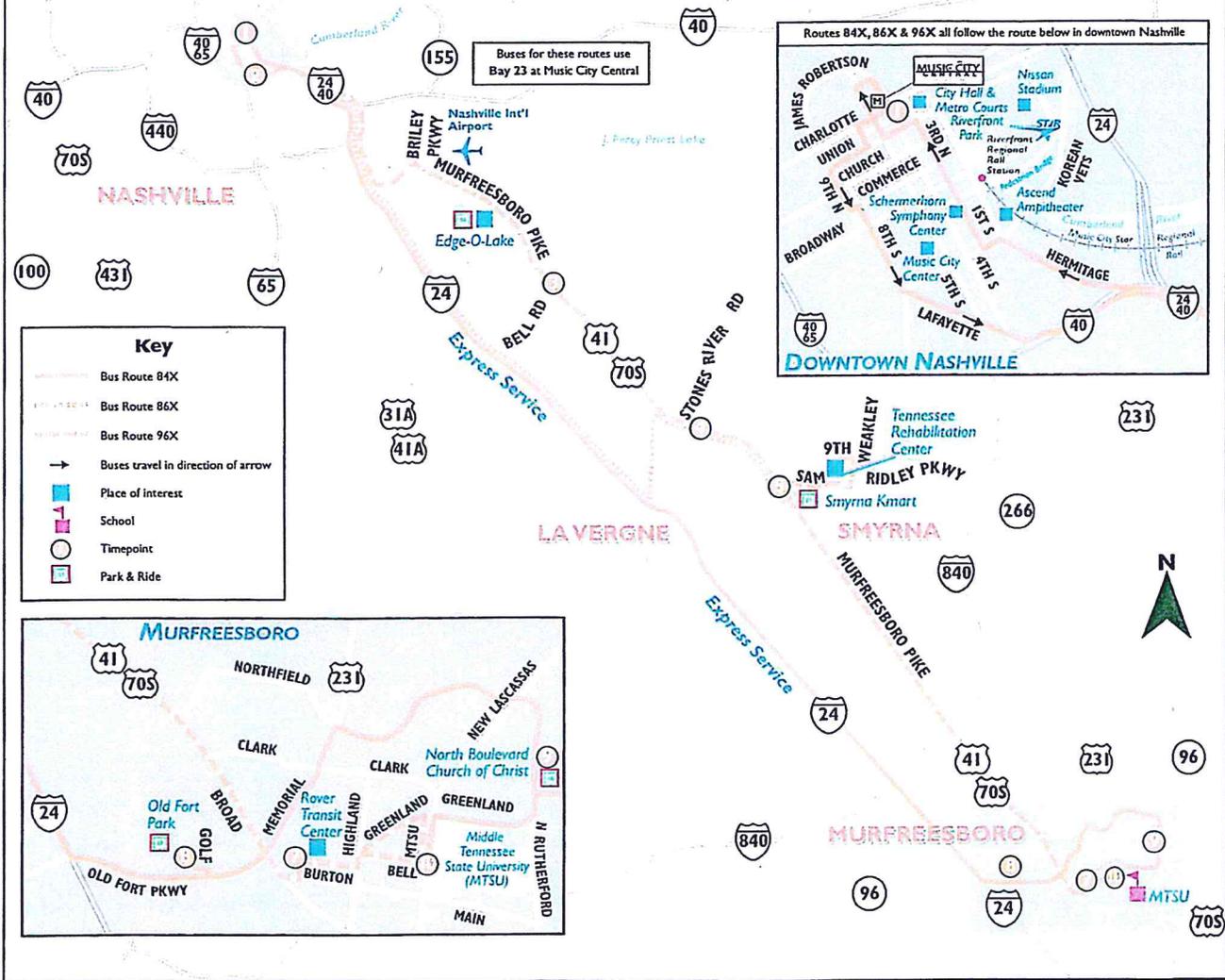


Jim Kerr, City of Murfreesboro Transportation Director

84X, 86X, 96X

Rutherford County

ATTACHMENT 2A & 2B



84X - Murfreesboro Express

WEEKDAYS to Nashville

MTSU/James Union Building	North Blvd Church of Christ	Old Fort Park	Music City Central Bay 23	Greyhound Bus Station
5:28	5:37	5:54	6:45	6:57
5:43	5:52	6:09	7:15	7:27
6:02	6:12	6:31	7:45	7:57

WEEKDAYS from Nashville

Music City Central Bay 23	Greyhound Bus Station	Old Fort Park	North Blvd Church of Christ	MTSU/James Union Building
3:43	3:54	4:34	4:52	5:00
4:08	4:20	5:02	5:20	5:28
4:43	4:55	5:39	5:58	6:07

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

a.m. trips p.m. trips

96X - Nashville/Murfreesboro Relax & Ride

WEEKDAYS to Nashville

MTSU/James Union Building	Rover Transit Center	Northfield & Broad	Smyrna Kmart	Floyd Mayfield	Bell Road & Murfreesboro Pike	Music City Central Bay 23	Greyhound Bus Station
5:18	5:24	5:33	5:52	5:58	6:12*	6:53	7:04
8:05	8:14	8:23	8:42	8:48	9:02*	9:35	9:50
9:05	9:14	9:23	9:42	9:48	10:01*	10:33	10:44
11:20	11:29	11:38	11:58	12:04	12:18*	12:50	1:02
2:18	2:27	2:36	2:56#	3:18	3:32*†	3:57	
3:29	3:38	3:47	4:07	4:13	4:28*†	5:02	5:22
5:10	5:19	5:28	5:48	5:54	6:09*†	6:38	7:00
6:55	7:03	7:11	7:29	7:35	7:48*	8:16	
8:30	8:38	8:46	9:04	9:10	9:24*	9:50	10:02

* From Bell Road to downtown Nashville, this bus operates as an express and only stops to drop off passengers.
 † This bus serves the Edge-O-Lake Park & Ride.
 # This bus serves the Tennessee Rehabilitation Center.

WEEKDAYS from Nashville

Music City Central Bay 23	Greyhound Bus Station	Bell Road & Murfreesboro Pike	Floyd Mayfield	Smyrna Kmart	Northfield & Broad	Rover Transit Center	MTSU/James Union Building
6:18	6:26†	6:49	7:02	7:10	7:30	7:38	7:46
7:20	7:30†	7:53	8:06	8:14	8:33	8:41	8:51
9:40	9:50	10:12	10:24	10:32	10:51	11:01	11:11
12:10	12:20	12:42	12:54	1:02#	1:38	1:48	1:55*
1:50	2:00	2:22	2:36	2:44	3:04	3:14	3:24
3:20	3:32	3:57	4:12	4:22	4:42	4:51	5:01
5:10	5:22	5:53	6:08	6:17	6:36	6:42	6:52
6:50	7:00	7:22	7:34	7:42	8:01	8:07	8:17

* This bus continues to the North Boulevard Church of Christ Park & Ride and MTSU for passengers who rode a Route 84X - Murfreesboro Express bus in the...



Relax & Ride

Murfreesboro (96L) Relax & Ride Budget July 1, 2015-June 30, 2018

	FY2016		FY2017		FY2018	
	Rutherford	Davidson	Rutherford	Davidson	Rutherford	Davidson
Number of Daily Trips	5	12	5	12	5	14
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254	254	254	254
Riders (estimate - including additional service)	13,404	38,196	14,363	32,315	14,650	32,961
Operating Hours per Day (including deadhead) - QTR 1 service FY16	7.94	26.71				
Operating Hours per Day (including deadhead) - Since Oct-2015	7.11	24.36	8.42	23.05	8.42	23.05
Cost per Hour	\$100.17	\$100.17	\$103.18	\$103.18	\$106.28	\$106.28
TOTAL Daily Cost of Service	\$795	\$2,676	\$869	\$2,378	\$895	\$2,450
Cost of Service						
Cost of Runs [hrs/day X Cost/hr X 254 days]	185,889	633,920	220,669	604,088	227,299	622,238
Board-Initiated R&R RESERVE ³ ⁿ	0	0	0	0	0	0
<i>Total Costs</i>	185,889	633,920	220,669	604,088	227,299	622,238
Estimated Revenues						
Estimated Cash Fares - <i>State Easy Ride</i>	7,990	20,830	9,007	20,263	9,097	20,466
Estimated Cash Fares - Regular Riders	34,800	87,190	36,466	82,044	36,831	82,864
ADD: Subsidy from SIR Account	0	0	0	0	0	0
ADD: JARC for MID-DAY Service [4.10 hrs/day X Cost/hr X 254 days]	0	104,317	0	107,452	0	110,680
ADD: Bus Seat Guarantee (100% Funding)		0		0		0
ADD: RTA \$5307 Operating Funding						
Federal (50%)					-	-
Local Match (50%)					-	-
ADD: CMAQ Funding for Additional Service						
Federal	106,333	304,066	126,170	284,230	125,380	285,020
TDOT Match on CMAQ	13,292	38,008	15,771	35,529	15,673	35,628
Local Match						
City of Murfreesboro	3,323		3,943		3,918	
Town of Smyrna		7,602		7,106		7,126
City of LaVergne		7,602		7,106		7,126
MTSU ³	3,323	7,602	3,943	7,106	3,918	7,126
Rutherford County	3,323	7,602	3,943	7,106	3,918	7,126
Davidson County	3,323	7,602	3,943	7,106	3,918	7,126
TDOT Operating Subsidy	1,603	16,859	5,470	12,213	9,329	11,312
<i>Total Estimated Revenues</i>	177,310	609,280	208,656	577,261	211,982	581,600
<i>Estimated Net Cost</i>	8,579	24,640	12,013	26,827	15,317	40,638
Local Subsidies						
Murfreesboro UZA 5307 Funding	50.00%	4,290	6,007		7,659	
TDOT Match for 5307 Funding	25.00%	2,145	3,003		3,829	
City of Murfreesboro		536	751		957	
Town of Smyrna ⁿ				4,928	5,365	8,128
City of LaVergne ⁿ				4,928	5,365	8,128
MTSU ³		536	751	5,365	957	8,128
Rutherford County ⁿ		536	751	5,366	957	8,127
Davidson County ⁿ		536	750	5,366	958	8,127
<i>Total Subsidy (100%)</i>		8,579	24,640	12,013	26,827	40,638
ⁿ Reserves shown on 86X Budget; ³ Reserves shown on 84X Budget						
Balance		0	0	0	0	0

H:\2-123-EXCEL\RTABUDGET PLANNING\BDGT FY17\FY17 - 3 (St Mch for CMAQ) 7-13-16\R&R FY17 - 3 (St Mch CMAQ)\Rt 96



Relax & Ride

ATTACHMENT #2

Murfreesboro Express (84X) Relax & Ride Budget July 1, 2015-June 30, 2018

	2015-16 Budget	2016-17 Budget	2017-18 Budget
Number of Daily Trips	6	6	6
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254
Riders (estimate - including additional service)	50,452	44,088	44,529
Operating Hours per Day (including deadhead) - existing continuing service	14.83	14.83	14.83
Cost per Hour	\$100.17	\$103.18	\$106.28
TOTAL Daily Cost of Service	\$1,485.52	\$1,530.16	\$1,576.13
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	377,322	388,660	400,338
Board-Initiated R&R RESERVE ⁿ 3	1,752	440	0
<i>Total Costs</i>	379,074	389,100	400,338
<u>Estimated Revenues</u>			
Estimated Cash Fares - <i>State Easy Ride</i>	90,790	94,460	95,400
Estimated Cash Fares/Pass Sales - Regular Riders	41,870	31,740	32,060
ADD: Subsidy from SIR Account			
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
ADD: CMAQ Funding for Additional Service			
Federal	172,800	172,800	172,800
TDOT Match on CMAQ	21,600	21,600	21,600
Local Match			
City of Murfreesboro	2.5%	5,400	5,400
MTSU	2.5%	5,400	5,400
Rutherford County	2.5%	5,400	5,400
Davidson County	2.5%	5,400	5,400
TDOT Operating Subsidy	5,324	14,534	12,385
<i>Total Estimated Revenues</i>	353,984	356,734	355,845
<i>Estimated Net Cost</i>	25,090	32,366	44,493
Local Subsidies			
Murfreesboro UZA 5307 Funding	50.00%	11,669	15,963
TDOT Match for 5307 Funding	25.00%	5,835	7,982
City of Murfreesboro	6.25%	1,459	1,995
MTSU ^x 3	6.25%	3,211	2,435
Rutherford County ⁿ	6.25%	1,458	1,995
Davidson County ⁿ	6.25%	1,458	1,996
Add'l Funds Needed in FY18 to Cover All Service Costs (\$3,310)			
<i>Total Subsidy (100%)</i>	25,090	32,366	44,493
ⁿ Reserves shown on 86X Budget; ³ Reserves shown on 84X Budget			
Balance	0	0	0

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**FIFTH AMENDMENT
TO THE
CONTRACT BETWEEN THE
CITY OF MURFREESBORO AND THE
REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF
TRANSIT SERVICES**

This 5TH Amendment (“Fifth Amendment”) to the Contract dated July 1, 2016 (“Contract”) is effective as of this _____ day of _____, 2020, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and the Regional Transportation Authority (“RTA”).

RECITALS

WHEREAS, on July 1, 2016, the City entered into a contract with RTA, for the provision of transit services; and,

WHEREAS, the initial term of the contract between the City and RTA was from July 1, 2016 through June 30, 2017, with the ability to extend the Contract for additional periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, through an amendment to the Contract; and,

WHEREAS, on July 1, 2017, the City and RTA entered into Amendment #1 (“First Amendment”) to the Contract between the City and RTA for the provision of transit services extending the term of the contract from July 1, 2017 until June 30, 2018 with the updated budgets to replace Attachments 1 & 2 in Section C of the original Contract; and,

WHEREAS, on June 21, 2018, the City and RTA entered into Amendment #2 (“Second Amendment”) to the Contract between the City and RTA for the provision of transit services to revise the 2017–2018 budgets set forth in Attachment 1 & 2 in Section C of the Contract to reflect increased costs incurred over the course of the 2017-2018 budget year due to decreased ridership and revenues; and,

WHEREAS, on July 1, 2018, the City and RTA entered into Amendment #3 (“Third Amendment”) to the Contract between the City and RTA for the provision of transit services extending the term of the contract from July 1, 2018 until June 30, 2019, with the updated budgets to replace Attachments 1 & 2 in Section C of the original Contract; and,

WHEREAS, on August 22, 2019, the City and RTA entered into Amendment #4 (“Fourth Amendment”) to the Contract between the City and RTA for the provision of transit services extending the term of the contract from July 1, 2019 until June 30, 2020, with the updated budgets to replace Attachments 1 & 2 in Section C of the original Contract; and,

WHEREAS, the City and RTA wish to extend the Contract term pursuant to provision B.2. of the current Contract for an additional year;

NOW THEREFORE, the City and RTA mutually agree to extend the term of the current Contract from July 1, 2020 to June 30, 2021, with the updated budgets to replace Attachments 1 and 2 in Section C of the current Contract.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

RTA

By: _____
Shane McFarland, Mayor

By: _____
Stephen G. Bland, CEO

Approved as to form:

Adam F. Tucker, City Attorney



Murfreesboro Express (84X) Relax & Ride Budget
FY2021 Budget with Comparative Prior Year and Forecast Budgets

	FY2020	FY2021	FY2022
Number of Daily Trips	6	6	6
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	255	254	254
Riders (estimate - including additional service)	34,960	35,715	36,072
Operating Hours per Day (including deadhead)	16.16	15.47	15.47
Cost per Hour	\$109.47	\$110.26	\$113.57
TOTAL Daily Cost of Service	\$1,769	\$1,706	\$1,757
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	451,104	433,253	446,260
Board-Initiated R&R RESERVE ⁿ	0	0	0
<i>Total Costs</i>	451,104	433,253	446,260
<u>Estimated Revenues</u>			
Estimated Cash Fares/Pass Sales	105,215	21,751	32,627
One Time Contribution from <i>Other Op Revenues (or Reserves)</i>	0	0	0
CARES ACT Funding to "Keep Service Whole"	0	87,003	76,127
<hr/>			
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
<hr/>			
ADD: CMAQ Funding			
Federal	224,828	210,924	219,379
TDOT Match on CMAQ	28,104	26,366	27,422
<hr/>			
TDOT Operating Subsidy	35,720	32,385	32,492
<i>Total Estimated Revenues</i>	393,867	378,429	388,047
<i>Estimated Net Cost</i>	57,237	54,824	58,213
<hr/>			
Regional Subsidies			
Murfreesboro UZA 5307 Funding	0	0	0
TDOT Match for 5307 Funding	0	0	0
City of Murfreesboro ⁿ	14,309	13,706	14,553
MTSU ⁿ	14,309	13,706	14,553
Rutherford County ⁿ	14,309	13,706	14,553
Davidson County ⁿ	14,310	13,706	14,554
 ⁿ Reserves shown on 96L Budget			
<i>Total Subsidy (100%)</i>	57,237	54,824	58,213
Balance	0	0	0



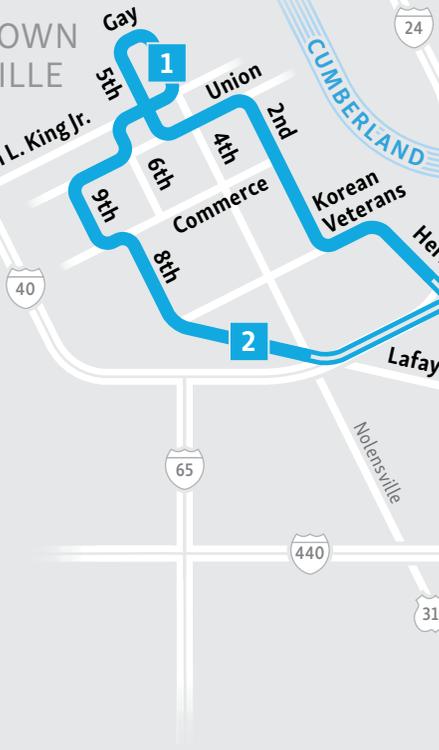
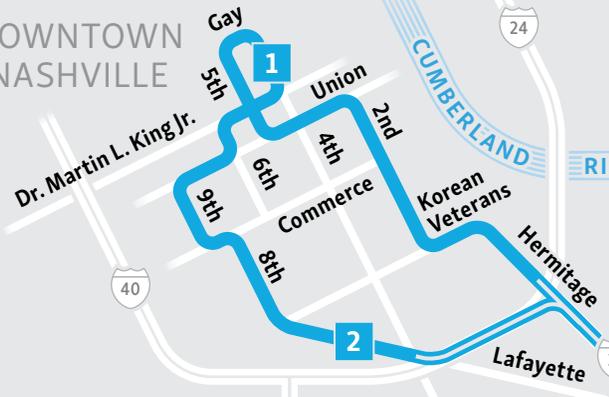
Murfreesboro (96L) Relax & Ride Budget
FY2021 Budget with Comparative Prior Year and Forecast Budgets

	FY2020	FY2021	FY2022
Number of Daily Trips	17	17	17
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	255	254	254
Riders (estimate - including additional service)	33,873	32,677	33,004
Operating Hours per Day (including deadhead)	31.99	31.70	31.70
Cost per Hour	\$109.47	\$110.26	\$113.57
TOTAL Daily Cost of Service	\$3,502	\$3,495	\$3,600
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	892,996	887,791	914,443
Board-Initiated R&R RESERVE ⁿ	4,137	36,192	32,401
<i>Total Costs</i>	897,133	923,983	946,844
<u>Estimated Revenues</u>			
Estimated Cash Fares/Pass Sales	119,596	20,968	31,452
ADD: JARC for MID-DAY Service [Federal & State Only]	88,142	0	0
JARC Local Match (Metro)			
One Time Contribution from <i>Other Op Revenues (or Reserves)</i>	8,206	-	0
CARES ACT Funding to "Keep Service Whole"	0	83,874	73,390
ADD: CMAQ Funding			
Federal	445,418	508,917	526,241
TDOT Match on CMAQ	55,677	63,615	65,780
TDOT Operating Subsidy	70,766	78,138	77,942
<i>Total Estimated Revenues</i>	787,805	755,512	774,805
<i>Estimated Net Cost</i>	109,328	168,471	172,039
Regional Subsidies			
City of Murfreesboro ⁿ [¥]	19,301	19,904	19,057
MTSU [¥]	10,691	11,294	10,447
Town of Smyrna [¥]	14,725	14,519	13,789
City of LaVergne [¥]	0	0	0
Rutherford County ⁿ	22,636	23,033	21,456
Davidson County ⁿ	18,900	57,250	55,674
Smyrna Reserves Used	4,175	0	
LaVergne Reserves Used	18,900	0	
[¥] CARES ACT FUNDS USED TO SUPPLEMENT Partners' contributions	0	42,471	51,616
<i>Total Subsidy (100%)</i>	109,328	168,471	172,039
ⁿ All Reserves for 84X, 86X and 96L Budgets shown here			
Balance	0	0	0

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Murfreesboro

DOWNTOWN
NASHVILLE



MURFREESBORO

Old Fort

MTSU

Memorial

Clark

Middle Tennessee

Map Key

-  Non-stop service
-  Timepoint

Weekdays

to Nashville

MTSU/James Union Building	Old Fort Park	Central Bay 23	Greyhound Bus Station
4	3	1	2
5:29	5:45	6:45	6:57
5:52	6:09	7:15	7:27
6:08	6:26	7:45	7:57

 The bus may leave this stop early.

Bold times denote p.m. hours.

Weekdays

from Nashville

Central Bay 23	Greyhound Bus Station	Old Fort Park	MTSU/James Union Building
1	2	3	4
3:43	3:56	4:50	5:10
4:08	4:21	5:19	5:39
4:43	4:57	6:01	6:19

 The bus may leave this stop early.

No service Saturdays, Sundays, or holidays.

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

Title VI

ADA
WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

ADA

Fares & Passes

1-Ride Regional Bus	\$4.25
1-Ride Regional Bus (Discounted*)	\$2.00
20-Ride Regional Bus	\$73.50

Children age 4 and younger ride free.

*MTSU students, youth, active and retired military, seniors, persons with disabilities, and Medicare cardholders are eligible for discounted fares and passes with proper I.D.

Please Note: Local fares and passes are not valid on this route.

For More Information

Customer Care

615-862-5950
6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday

Central

400 Dr. Martin L. King Jr. Blvd.
5:15 a.m. to 11:15 p.m. – Monday-Friday
6:00 a.m. to 10:15 p.m. – Saturday
6:00 a.m. to 9:15 p.m. – Sundays and holidays

Administrative Offices

615-862-5969
430 Myatt Drive
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays

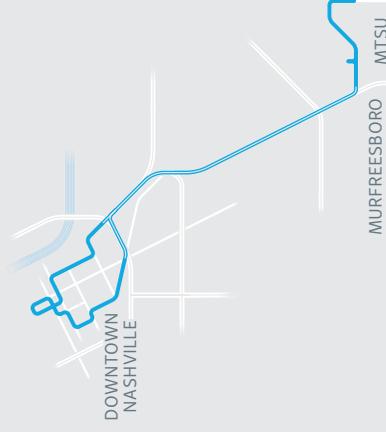
Stay Connected



WeGoTransit  WeGoTransit.com
@WeGoTransit  WeGoTransit.com/alerts
@WeGoTransit  customer.comments@nashville.gov

84

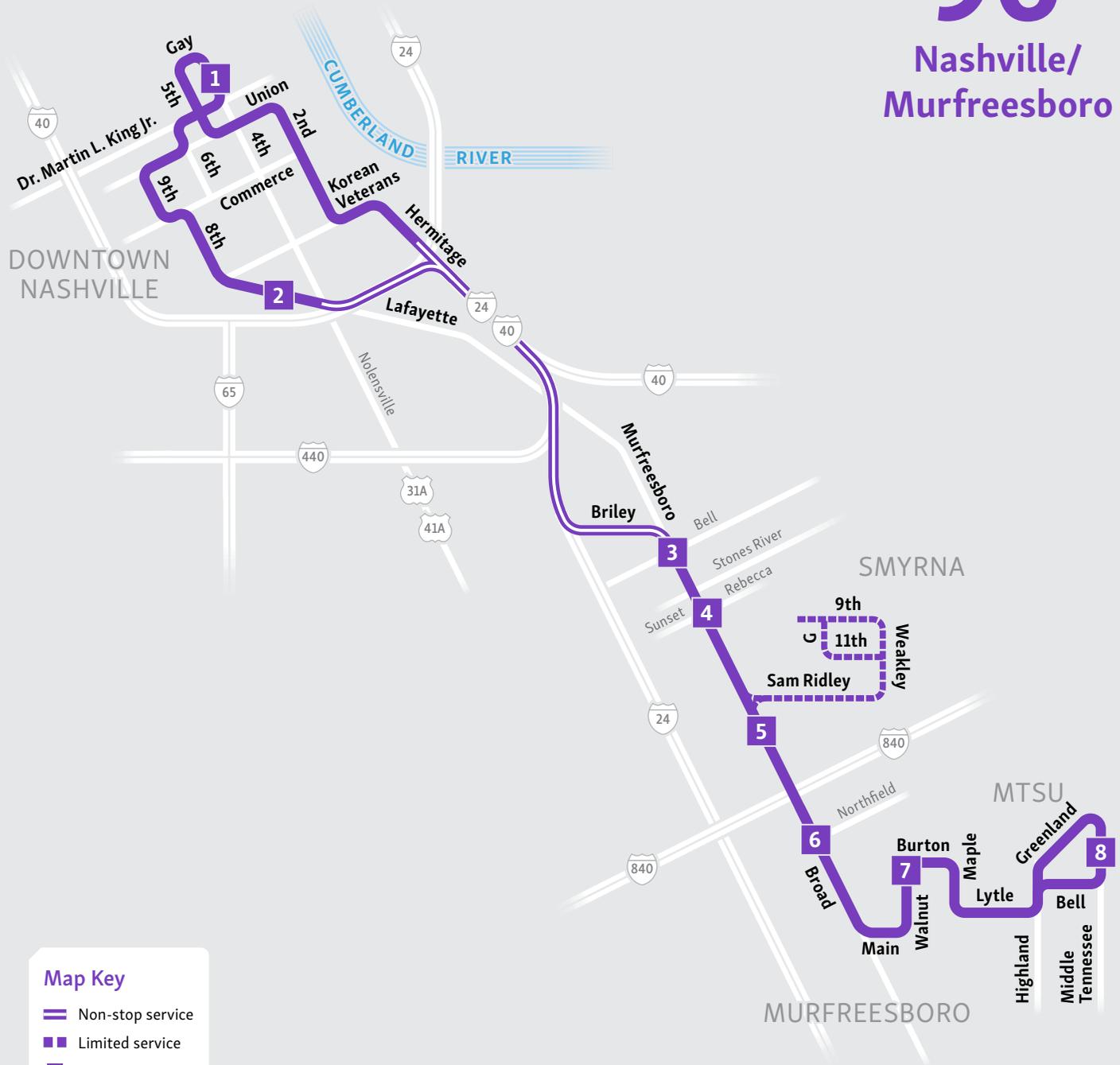
Murfreesboro



September 29, 2019

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Nashville/ Murfreesboro



Weekdays

to Nashville

MTSU/ James Union Building	Rover Transit Center	Northfield & Broad	Stars and Strikes	Rebecca Way	Bell Road & Murfreesboro Pike	Central Bay 23	Greyhound Bus Station
8	7	6	5	4	3	1	2
5:18	5:24	5:33	5:52	5:58	6:12	6:53	7:04
8:05	8:14	8:23	8:42	8:48	9:02	9:35	9:50
9:05	9:14	9:23	9:42	9:48	10:01	10:33	-
11:20	11:29	11:38	11:58	12:04	12:18	12:50	-
2:03	2:12	2:21	2:41	3:03	3:17	3:51	-
3:29	3:38	3:47	4:07	4:13	4:28	5:02	-
5:15	5:24	5:33	5:53	5:59	6:14	6:43	7:10
7:00	7:08	7:16	7:34	7:40	7:53	8:25	-
8:35	8:43	8:51	9:09	9:15	9:29	9:55	-

From Bell Road to downtown Nashville, this bus operates as an express and only stops to drop off passengers.

This bus serves the Tennessee Rehabilitation Center.

Bold times denote p.m. hours.

Weekdays

from Nashville

Central Bay 23	Greyhound Bus Station	Bell Road & Murfreesboro Pike	Sunset Street	Stars and Strikes	Northfield & Broad	Rover Transit Center	MTSU/ James Union Building
1	2	3	4	5	6	7	8
6:18	6:26	6:49	7:02	7:10	7:30	7:38	7:46
7:20	7:30	7:53	8:06	8:14	8:33	8:41	8:51
9:40	9:50	10:12	10:24	10:32	10:51	10:59	11:09
12:10	12:20	12:42	12:54	1:02	1:38	1:46	1:53
1:50	2:00	2:22	2:36	2:44	3:04	3:14	3:24
3:20	3:32	4:02	4:17	4:27	4:47	4:56	5:06
5:10	5:22	5:53	6:08	6:17	6:36	6:42	6:52
7:00	7:10	7:32	7:44	7:52	8:10	8:16	8:26

This bus serves the Tennessee Rehabilitation Center.

No service Saturdays, Sundays, or holidays.

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1-Ride Regional Bus (Discounted*) \$2.00
20-Ride Regional Bus \$73.50

Children age 4 and younger ride free.

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Administrative Offices

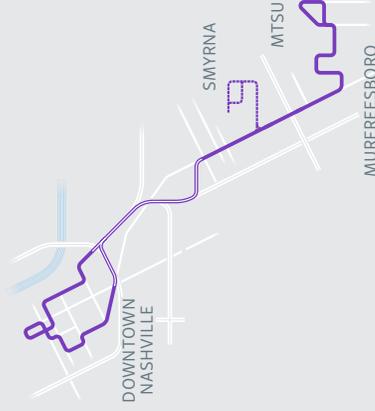
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Closed weekends and holidays

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 @WeGoTransit customer.comments@nashville.gov

96

Nashville/Murfreesboro



COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Amending the Westlawn PUD along Veterans Parkway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amend the Westlawn PUD on approximately 10.5 acres located along Veterans Parkway and Shores Road.

Staff Recommendation

Enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

Background Information

Saint Thomas Rutherford Hospital presented a zoning application [2020-404] to amend the Westlawn PUD (Planned Unit District) zoning on approximately 10.5 acres located along Veterans Parkway and Shores Road. During its regular meeting on May 6, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On June 18, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This zoning amendment will allow a "hospital" as a permitted use on the subject property, potentially creating jobs and generating increased property tax revenues if development moves forward.

Establish Strong City Brand

It is anticipated that the Veterans Parkway/I-840 interchange will develop with multiple medical campuses. Entitling a hospital to develop on the subject property will contribute to the future identity of this interchange as a medical destination.

Attachments:

Ordinance 20-OZ-17

ORDINANCE 20-OZ-17 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 10.5 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway; Saint Thomas Rutherford, applicant [2020-404].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing "hospital" as a permitted use within the area identified as C-4 in the pattern book.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 20-OZ-17

P

City Limits

VAUGHN RD

LYLE McDONALD CT



CH

VETERANS PKWY

CF

PUD Amended

BLACKMAN RD

BLACK OAK DR

LOCUS LN

TULIP TREE DR

PUD

WEBBS RETREAT LN

BIRCHTREE DR

HICKORY BELL DR

SHORES RD

SHORES RD



COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Schedule a Public Hearing for Shelton Square Special Sanitary Sewer Assessment District

Department: Water Resources

Presented By: Darren Gore

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Schedule a public hearing for establishing a Special Sanitary Sewer Assessment District (SSSAD) for properties adjoining and using the Shelton Square S/D sanitary pumping station and gravity sewer system.

Staff Recommendation

Schedule a public hearing for July 23, 2020

Background Information

During the Murfreesboro Water Resource Department's April 28, 2020 Board meeting, the Board recommended to City Council establishing the Shelton Square SSSAD. A public hearing is required.

Council Priorities Served

Expand infrastructure

This SSSAD will recoup participating funds from the Water Resources enterprise fund that allowed for an expanded sewer capacity in the Shelton Square subdivision to handle anticipated adjoining properties future development and sewerage.

Attachments:

1. Resolution 20-R-PH-22
2. Map 33-215

RESOLUTION 20-R-PH-22 calling for a Public Hearing on the formation of a sanitary sewer special assessment district, known as the Shelton Square Sanitary Sewer Special Assessment District.

WHEREAS, staff and local property owners have studied the formation of a special assessment district, known as the Shelton Square Sanitary Sewer Special Assessment District; and,

WHEREAS, the Water Resources Board of the City of Murfreesboro has recommended the creation of the Shelton Square Sanitary Sewer Special Assessment District and,

WHEREAS, the Shelton Square Sanitary Sewer Special Assessment District is outlined on Map No. 33-215, attached hereto and incorporated herein; and,

WHEREAS, the City of Murfreesboro proposes to expend approximately Two Hundred Forty-Nine Thousand, Five Hundred Ninety and NO/100 Dollars (\$249,590.00) for participating in the upsize of a sewerage system serving the Shelton Square Sanitary Sewer Special Assessment District, inclusive of costs of funding; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and,

WHEREAS, the City has estimated the capacity of the proposed sewer to be Six hundred thirty-eight SFU's (single family units); and,

WHEREAS, the City has determined a fair rate of recoupment is Five Hundred and NO/100 Dollars (\$500.00) per single family unit or its equivalent as defined in Code §33-50(a)(2), for future sewer connections, in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of any special assessment improvement district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the City Recorder be and is hereby instructed and directed, in the time and manner required by law, to have published in The Murfreesboro Post, a newspaper of general circulation in the City, a notice of the Public Hearing before the City Council to be held in the Council Chambers at City Hall on Thursday, July 23, 2020, beginning at 6:00 o'clock p.m., to determine whether or not a special assessment district known as Shelton Square Sanitary Sewer Special Assessment District should be established.

SECTION 2. That the City Recorder be and is hereby authorized and directed to publish as required by law a notice of such Public Hearing in

substantially the following form:

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing before the City Council of the City of Murfreesboro, Tennessee, will be held in the Council Chambers of the Murfreesboro City Hall, 111 West Vine Street, in said City on Thursday, July 23, 2020, beginning at 6:00 o'clock p.m., to determine whether to establish a special improvement district known as the Shelton Square Sanitary Sewer Special Assessment District in the designated area in the map below:

(INSERT MAP HERE)

Copies of the proposed Ordinance 20-O-22 establishing the Shelton Square Sanitary Sewer Special Assessment District are available to the public in the office of the City Recorder, 111 West Vine Street, Murfreesboro, TN 37130 and in the Water Resources Department, 300 N.W. Broad Street, Murfreesboro, TN 37130. The public is invited to attend the public hearing.

/s/ Melissa B. Wright
City Recorder

TO BE RUN: July 7, 2020

SECTION 3. That this Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

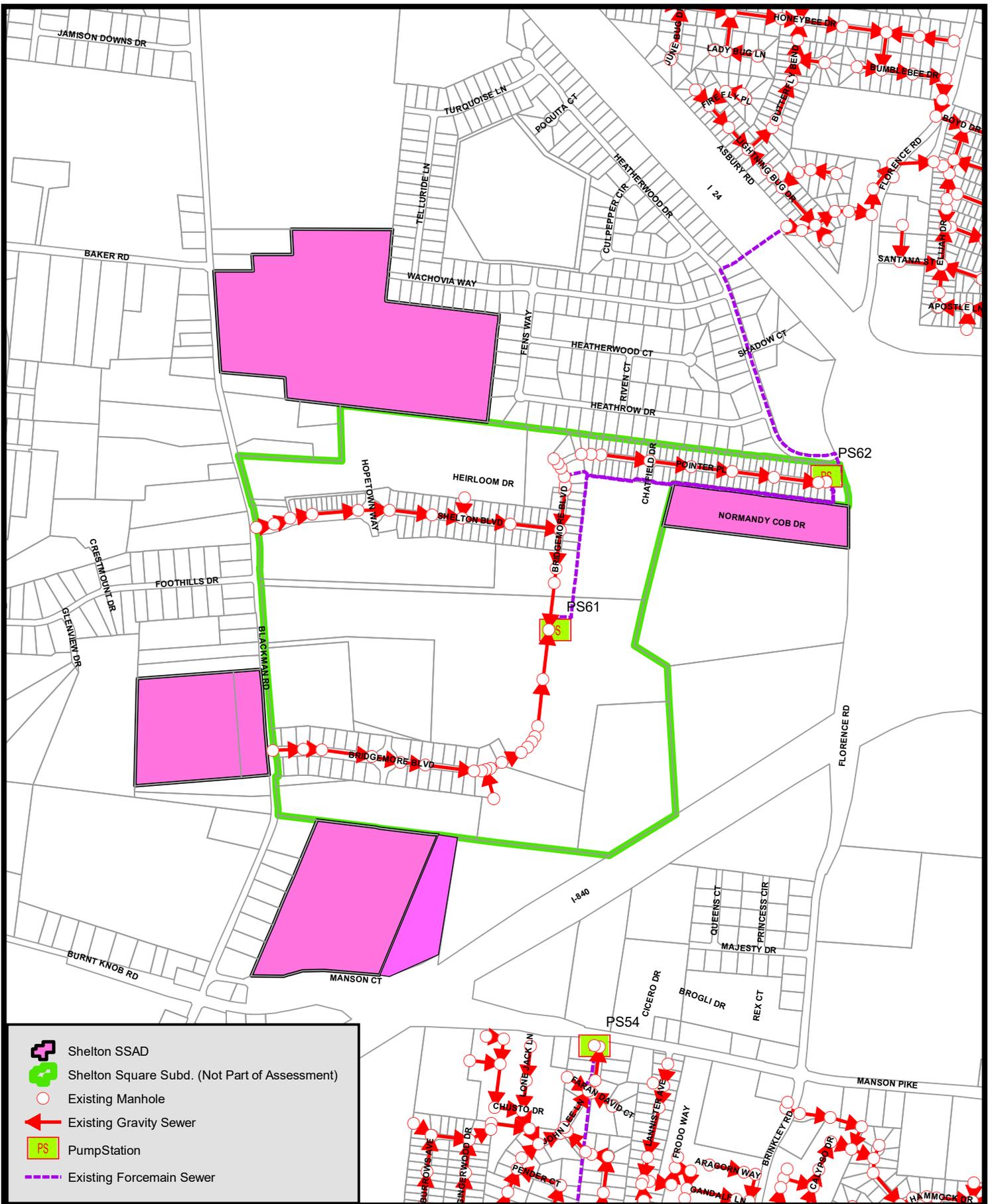
APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



	Shelton SSAD
	Shelton Square Subd. (Not Part of Assessment)
	Existing Manhole
	Existing Gravity Sewer
	Pump Station
	Existing Forcemain Sewer


 SCALE : 1" = 1,000'

MURFREESBORO WATER AND SEWER DEPARTMENT
Map 33-215
Shelton Square Sanitary Sewer Special Assessment District

April 2020
 TAB

 MURFREESBORO
 TENNESSEE
 WATER RESOURCES

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Amendment of Asset Purchase and Sale Agreement with Middle Tennessee Electric Membership Corporation

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the Agreement with Middle Tennessee Electric Membership Corporation for the purpose of the operations of the City's Electric Department.

Staff Recommendation

Approve the letter agreement amending the previously approved Asset Purchase and Sale Agreement with Middle Tennessee Electric Membership Corporation (MTEMC).

Background Information

On January 9, 2020, Council approved an Asset Purchase and Sale Agreement with Middle Tennessee Electric Membership Corporation for disposition of the operations of the City's Electric Department. Immediately thereafter, the City and MTEMC submitted the necessary information to secure TVA's consent for the City to assign to MTEMC its Wholesale Power Contract with TVA.

After several months of analysis, TVA has confirmed that the transaction will have a substantial mutual net benefit to ratepayers. TVA conditioned its consent to the assignment on the City and MTEMC addressing the disposition of an office building and storage yard and the costs of installing certain fiber assets differently than currently reflected in the transaction documents. To timely secure the necessary consent from TVA, the proposed amendment alters the purchase price by crediting to MTEMC \$2,134,930, or less than 1% of the agreed upon purchase price, for these assets. The attached resolution will authorize the necessary accounting process.

The City looks forward to closing the transaction in the current fiscal year. After closing, the City and MTEMC will work closely in transitioning that department's operations. Importantly, given MTEMC's long-standing commitment to economic development, one of TVA's core principles, the City will gain a significant partner in its economic development efforts.

Council Priorities Served

Responsible budgeting

The disposition of the Electric Department will enhance the City's Community Investment Program without an increase in electric rates or decrease in the level of service.

Improve economic development

MTEMC has a deep commitment to economic development, and as the electric provider within the City, that commitment is the basis for an excellent, high-level partnership to accomplish the City's goals for economic development activity.

Expand infrastructure

Council has directed that the proceeds resulting from this transaction be committed to capital investments through supplementation of the City's Community Investment Program. These funds, therefore, will be beneficial to the further expansion of the City's infrastructure as needed to address its continued growth.

Maintain public safety

Public safety relies heavily on the City's continued investment in the infrastructure and equipment necessary to maintain and increase public safety services to City citizens, businesses and visitors. The proposed transaction provides the funds necessary to address these needs now and into the future.

Fiscal Impact

The credit to MTEMC at closing will reduce the amount due to the City by \$2,135,930.

Attachments

1. TVA Determination Letter
2. Letter agreement with Middle Tennessee Electric Membership Corporation
3. Resolution 20-R-18



Tennessee Valley Authority, 400 West Summitt Hill Drive, Knoxville, Tennessee 37902

June 9, 2020

Mr. Chris Jones
President
Middle Tennessee Electric Membership Corporation
555 New Salem Highway
Murfreesboro, Tennessee 37129

Mr. P.D. Mynatt
General Manager
Murfreesboro Electric Department
205 North Walnut Street
Murfreesboro, Tennessee 37133

The Honorable Shane McFarland
Mayor of Murfreesboro
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Dear Mr. Jones, Mr. Mynatt, and Mayor McFarland:

Thank you for Middle Tennessee Electric Membership Corporation ("MTEMC") and Murfreesboro Electric Department's ("MED") recent request for TVA to consent to assign the wholesale power contract ("WPC") with the City of Murfreesboro ("City") to MTEMC. TVA appreciates MTEMC, MED, and City ("Parties") submitting a copy of the Asset Purchase and Sale Agreement and other documents for TVA's review and consideration. Similarly, we appreciate the Parties responding to TVA's questions and providing additional information that facilitated our review and determination.

After performing a comprehensive and conservative evaluation of the submitted materials, TVA has determined that MTEMC's proposed acquisition of MED ("Transaction") is consistent with TVA's pre-established requirements, and TVA offers its consent to assign the WPC. TVA's consent to assign City's WPC to MTEMC is conditioned, however, on the Parties agreeing to certain terms and conditions (described below) that are necessary to safeguard the ratepayers' interests.

TVA applied its 2017 Mergers, Acquisition, and Consolidations Guidelines ("Guidelines") to information and data submitted by the Parties to make its determination. Under the Guidelines, TVA evaluates nine factors to determine whether a transaction will likely result in "Material Net Benefits for Ratepayers." The Material Net Benefits for Ratepayers standard is designed to determine whether a transaction's benefits will likely exceed the costs necessary to achieve those benefits. This standard is consistent with that used by other peer regulatory bodies across the nation. Through it, the Guidelines allow TVA to employ a consistent and transparent process to determine if a proposed merger, acquisition, or consolidation is in the best interest of LPCs' electric ratepayers prior to consenting to any assignment of its WPC.

Mr. Chris Jones
Mr. P.D. Mynatt
The Honorable Shane McFarland
Page 2
June 9, 2020

TVA identified and evaluated several costs of the Transaction. These were:

- the 15-year capital outlay required to acquire MED;
- contractually mandated purchase-price increase should the City decide to terminate the ED Pension Plan within a certain time;
- projected renovation costs for MTEMC's existing facilities to accommodate MED personnel and assets; and
- information technology integration expenses.

The cumulative total of these projected costs are \$201 million.

However, the Transaction is also expected to produce certain cost savings. These savings were:

- reduced labor and benefits costs (mainly due to efficiency gains and natural workforce attrition over 20 years);
- elimination of duplicative contractor services;
- reduced capital expenditures; and
- operational and maintenance savings.

The cumulative total of these projected cost savings are more than \$226 million.

Thus, TVA's estimated 20 year net present value of the transaction was over \$25 million. (TVA's conservative evaluation of the proposed benefits is \$195 million lower than that of the Parties' due to TVA including the purchase price as a cost of the transaction, reducing the estimated labor savings by \$50 million due to adjustments to assumptions, and omitting (unduly attenuated) benefits not projected to accrue until after year 20.)

Further, during the evaluation of the Transaction, TVA determined that MED and MTEMC ratepayers are likely to benefit from the Transaction by avoiding potential rate impacts in the short and long term. MTEMC and MED both have long-term financial plans that include rate increases to support anticipated capital expenditures over the next five to ten years. The synergies and savings expected to result from this Transaction will reduce upward pressure on rates and allow the combined system to maintain lower rates than the Parties are projected to have separately. Specifically, customers currently served by MED are expected to see on average (across all rate classes) a 1.4% increase in rates over the next five years following the Transaction, which is less than the 4.1% increase they are expected to see if the entities were to remain separate. Current MTEMC customers are expected to see on average (across all rate classes) a 0.5% decrease in their rates over the next five years in comparison to a 2% rate increase if the entities were to remain separate. Combined ratepayers are projected to experience an approximately \$68 million benefit compared to the entities operating separately (but note that due to overlap of rate savings and synergies savings discussed below, only a portion of this amount is included in TVA's cumulative total for Material Net Benefits). In the long term, the Transaction is thus projected to lead to lower rates.

Mr. Chris Jones
Mr. P.D. Mynatt
The Honorable Shane McFarland
Page 3
June 9, 2020

MTEMC's average rate currently differs from MED's by approximately 2%. Rather than moving the rates together immediately after the Transaction, MTEMC's includes an initial two-year rate freeze for all ratepayers. Further, under the plan, over the succeeding three years, rates will move towards each other to achieve rate parity (a "meet-in-the-middle" approach). Rate parity will be achieved five years after the Transaction, and no other rate actions are projected to occur during the five-year period.

Two other important benefits of the Transaction identified related to the financial health of the LPCs and their provision of electric service. First, from a financial standpoint, the Parties each currently have strong financial health. The projected financial metrics for the combined system also indicate strong financial health, though MTEMC may need to evaluate future planned capital spending to sustain financial performance. Second, from a power supply perspective, the merging of the electric distribution systems is anticipated to have positive impacts on work load, capital budgets, system capability, and system reliability.

Other, qualitative benefits to the ratepayers that will result from the Transaction include the following:

- enhanced economic development;
- improved customer service;
- cost savings due to elimination of annexation actions;
- voting rights for all ratepayers to elect LPC leadership; and
- cost savings from elimination of duplicative information technology hardware, licensing, and telecommunication services.

These benefits are among many others enumerated by the Parties and validated as reasonable following review by TVA, which taken as a whole, will likely have a positive impact on ratepayers of a combined system.

All the quantitative and qualitative benefits taken together led to TVA's determination that the Transaction meets the Material Net Benefit to Ratepayers standard.

As part of the review process, TVA received comments from the Tennessee Municipal Electric Power Association and other interested parties related to the Transaction. The issues identified in those comments included whether the City has authority to sell its electric system; whether a referendum must take place before the sale; whether the financing structure is consistent with Tennessee law; who is entitled to the proceeds from the sale; and whether the Transaction is consistent with the purpose of the WPC.

To address various legal issues raised, TVA recommended that the City and/or MTEMC seek a State of Tennessee Attorney General opinion (which the Attorney General ultimately declined to give). TVA took further measures to look into the issues raised, including:

- conducting an independent legal analysis;
- requiring the City Attorney to submit a detailed legal opinion addressing all the issues that had been raised;
- requiring the City to provide a complete list of bonds it issued for its electric system since 1939;

Mr. Chris Jones
Mr. P.D. Mynatt
The Honorable Shane McFarland
Page 4
June 9, 2020

- requiring that the City's outside counsel review the City Attorney's legal opinion and the bond listing, and ascribe to their accuracy and completeness; and
- retaining outside counsel with experience interpreting Tennessee State municipal law to independently review the legal issues and provide TVA with its opinion on them.

After reviewing the relevant facts and law, examining the City's legal opinion, and obtaining advice from outside counsel, TVA concluded that the issues raised have been adequately addressed and do not prevent TVA from making a determination of a Material Net Benefit to Ratepayers.

Therefore, because TVA is satisfied that the Transaction satisfies TVA's standard of reviews and has a sound legal basis, TVA will consent to assign the City's WPC to MTEMC subject to the Parties agreeing to certain conditions that are necessary to safeguard the interest of the affected ratepayers. The conditions are: (1) MTEMC agrees to follow its plan to forego building the new headquarters campus for at least ten years and not exceed its estimate for refurbishing their other properties to integrate MED; (2) MTEMC agrees to follow its rate parity plan, which includes a two-year freeze to MTEMC and MED's rates as well as a meet-in-the middle approach to rates to achieve rate parity for both sets of ratepayers within five years of the closing date of Transaction; (3) MTEMC agrees to discuss and seek authorization from TVA for any deviations from the submitted rate parity plan; (4) the City agrees to pay MED prior to closing, or credit MED at closing, \$2,134,930 for the fiber connections, MED headquarters building, and storage lot; (5) the Parties agree to sign a WPC Assignment Agreement that includes a clause that will make the assignment void *ab initio* if the Transaction is unwound for any purpose; and (6) MTEMC and the City confirm that they will abide by the Asset Purchase and Sale Agreement's terms concerning the MED Pension Plan.

By agreeing to and meeting the above requirements, the Parties will ensure that the Transaction is consistent with the interests of MTEMC's and MED's electric ratepayers both before and after the Transaction.

Again, thank you for sharing the Transaction documents and requesting TVA's regulatory review. We greatly appreciate your diligence in making sure that the proposed Transaction is carried out in a way that is consistent with the public power model.

Sincerely,



Jeannette Mills
Executive Vice President and
Chief Executive Relations Officer

cc: Jeff Lyash
Sherry Quirk
Justin Maierhofer
Dan Pratt
Melanie Farrell
Jennifer Brogdon



June __, 2020

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Attention: Mayor Shane McFarland

Re: TVA Determination Letter Conditions

Mayor McFarland:

Reference is hereby made to that certain Asset Purchase and Sale Agreement, made and entered into as of January 14, 2020 (the "**Purchase Agreement**"), by and between the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee ("**Seller**"), and THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a non-profit electric membership cooperative organized under the laws of the State of Tennessee ("**Buyer**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

In addition, reference is hereby made to that certain letter, dated June 9, 2020 (the "**Determination Letter**"), from the TENNESSEE VALLEY AUTHORITY ("**TVA**"), addressed to Buyer, Seller and the MURFREESBORO ELECTRIC DEPARTMENT ("**MED**"), an agency of the municipal government of Seller.

This letter agreement (the "**Letter Agreement**") sets forth the understanding and agreement by and among Buyer, Seller and MED with respect to the subject matter set forth herein.

Buyer, Seller and MED acknowledge and agree (i) that the assignment of Seller's TVA wholesale power contract from Seller to Buyer (the "**Assignment**") is a required condition to the closing of the transactions contemplated by the Purchase Agreement, (ii) that TVA's prior written consent is required to effect the Assignment, and (iii) that the Determination Letter states that TVA will consent to the Assignment, subject to the satisfaction of certain conditions to be satisfied or affirmed by the parties prior to the closing of the transactions contemplated by the Purchase Agreement. Condition No. 4 under the Determination Letter states that "*the City agrees to pay MED prior to closing, or credit MED at closing, \$2,134,930 for the fiber connections, MED headquarters building, and storage lot*".

In consideration for the premises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Buyer, Seller and MED hereby agree as follows:

Section 1. Transfer of MED Office and Storage Yard. Prior to the Closing, Seller agrees to transfer from MED's accounts to Seller's general fund the accounting balance of the MED Office and Storage Yard, which includes the real property, together with all improvements thereon, identified for ad valorem tax purposes as: (i) 091K-H-022.00-000; (ii) 091K-J-008.00-000; and (iii) 091K-J-010.00-000. The foregoing transfer will be approved and documented in a

Re: TVA Determination Letter Conditions
June __, 2020

formal resolution of Seller's governing body that is reasonably acceptable to Buyer and Seller. In addition, Seller will execute and record an amended deed with respect to any parcel currently and erroneously titled in the name of MED. In connection with the foregoing transfer, Seller will provide a credit to MED in the amount of \$1,487,689.00.

Section 2. Transfer of City Fiber Connections. Prior to the Closing, Seller agrees to transfer from MED to Seller's general fund, ownership and title to the fiber optic cables and related transmission and attachment technology set forth on Exhibit A hereto (the "***City Fiber Connections***"). The foregoing transfer will occur by documents of transfer reasonably acceptable to Buyer and Seller. In connection with the foregoing transfer of the City Fiber Connections, Seller will provide a credit to MED in the amount of \$647,241.00. As a result of such transfer, the parties hereto acknowledge that the City Fiber Connections will not be part of the Fiber Optic Network Assets to be purchased by Buyer under the Purchase Agreement. In connection with the foregoing, the parties hereto acknowledge that Buyer's obligation under Section 6.22 to cancel, forgive and release Seller from any obligations owed to MED with respect to the City Fiber Connections shall be void and of no further effect.

Section 3. Closing Date Adjustment. The credits described in Section 1 and Section 2 above will be satisfied at Closing by a corresponding reduction to the cash portion of the Base Purchase Price to be paid by Buyer to Seller at closing in the amount of \$2,134,930.00. The foregoing credits and closing date settlement thereof will be disregarded and excluded from Selected Accounts Amount.

Section 4. Future Enforcement of Agreements Unaffected. This Letter Agreement is not intended to affect, alter or limit any rights of the parties in connection with the Purchase Agreement or any other Transaction Documents, and the transactions contemplated thereby or obligations or covenants as set forth therein, except as specifically set forth in Section 1, Section 2 and Section 3 of this Letter Agreement.

Section 5. Severability. If any provision of this Letter Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause is so significant as to materially affect the expectations of the parties regarding this Letter Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the parties with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

Section 6. Entire Agreement; Modification. Except as set forth in Section 4 and elsewhere herein, this Letter Agreement supersedes all prior agreements among the parties with respect to the subject matter hereof and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to such subject matter. This Letter Agreement may not be modified except in a writing signed by the person(s) against whose interest such change operates.

Re: TVA Determination Letter Conditions
June __, 2020

Section 7. Governing Law. This Letter Agreement will be governed by and construed under the laws of the State of Tennessee without regard to any conflicts of laws principles that would require the application of any other law.

Section 8. Counterparts. This Letter Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Letter Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[remainder of page intentionally left blank]

Re: TVA Determination Letter Conditions
June __, 2020

By execution hereof, the undersigned parties hereby agree to the terms set forth above.

Very truly yours,

THE MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: _____

Name: _____

Title: _____

Re: TVA Determination Letter Conditions
June __, 2020

Acknowledged and Agreed:

ATTEST:

CITY OF MURFREESBORO, TENNESSEE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

City Recorder

(City Seal)

Approved as to form

By: _____
Name: _____
Title: _____

Re: TVA Determination Letter Conditions
June __, 2020

cc: City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Attention: City Attorney

Bass Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: W. Brantley Phillips

Re: TVA Determination Letter Conditions
June __, 2020

Exhibit A

City Fiber Connections

[see attached]

Project Type	Project Name	Fiber Distance (miles - approximate)	Fiber Count	Beginning Street Address	Beginning Splice	Beginning Splice (Latitude)	Beginning Splice (Longitude)	Ending Street Address	Ending Splice	Ending Splice (Latitude)	Ending Splice (Longitude)
Extension	Barfield Park	0.10	24	697 Veterans Pkwy	Barfield Park	35°47'12.19"N	86°24'59.51"W	n/a	n/a	n/a	n/a
Extension	Bridge Ave (Aerial Splice - Cannon Ave to Aerial Splice - W Main St)	0.20	24	221 Bridge Ave	Cannon Ave	35°50'37.65"N	86°24'0.14"W	114 Bridge Ave	W Main S	35°50'45.73"N	86°23'53.95"W
Extension	City Hall	0.10	24	111 W Vine St	Tommy Martin Dr	35°50'37.57"N	86°23'36.06"W	n/a	n/a	n/a	n/a
Extension	Fire Administration	0.10	24	111 W Vine St	Tommy Martin Dr	35°50'37.57"N	86°23'36.06"W	220 NW Broad St	n/a	n/a	n/a
Extension	Fire Station 10	0.20	24	??? Armstrong Valley Rd	Armstrong Valley Rd	35°48'2.17"N	86°28'17.17"W	2563 Veterans Pkwy	n/a	n/a	n/a
Extension	Fire Station 11	0.00	24	3918 Blaze Dr	Blaze Dr	35°51'21.99"N	86°28'10.21"W	3924 Blaze Dr	n/a	n/a	n/a
Extension	Fire Station 2	0.20	24	2955 S Church St	Innsbrooke Blvd	35°47'19.31"N	86°24'0.22"W	2880 Runnymede Dr	n/a	n/a	n/a
Extension	Fire Station 3	1.00	24	521 Mercury Blvd	E Castle St	35°50'24.61"N	86°22'55.76"W	1511 Mercury Blvd	S Baird Ln	35°50'12.88"N	86°22'5.33"W
Extension	Fire Station 4 (Old) / Jones Tower	0.10	24	726 W Clark Blvd	Jones Blvd - Future #2	35°51'47.89"N	86°23'57.88"W	1311 Jones Blvd	n/a	n/a	
Extension	Fire Station 6	0.10	24	2302 Memorial Blvd	Irongate Blvd	35°53'7.42"N	86°22'57.07"W	n/a	n/a	n/a	n/a
Extension	Fire Station 8	0.10	24	1730 E Northfield Blvd	W Northfield Blvd	35°52'19.66"N	86°21'35.29"W	n/a	n/a	n/a	n/a
Extension	Fire Station 9	0.10	24	803 Cason Ln	Cason Lane	35°50'5.01"N	86°26'28.30"W	802 Cason Ln	n/a	n/a	n/a
Extension	McFadden Community Center	0.10	24	221 Bridge Ave	Cannon Ave	35°50'37.65"N	86°24'0.14"W	211 Bridge Ave	n/a	n/a	n/a
Extension	MWRD Administration	0.10	24	111 W Vine St	Tommy Martin Dr	35°50'37.57"N	86°23'36.06"W	300 NW Broad St	n/a	n/a	n/a
Extension	MWRD Engineering Annex	0.10	24	111 W Vine St	Tommy Martin Dr	35°50'37.57"N	86°23'36.06"W	220 NW Broad St	n/a	n/a	n/a
Extension	MWRD Jones Blvd Water Tower	0.10	24	1130 Jones Blvd	Jones Blvd (Future #1)	35°51'40.55"N	86°23'58.87"W	1130 Jones Blvd	n/a	n/a	
Extension	MWRD Mill St Water Tower	0.10	24	424 S Kings Hwy	Dosie Ave	35°50'26.68"N	86°23'55.73"W	419 Mill St	n/a	n/a	n/a
Extension	MWRD Operations & Maintenance	0.20	24	1630 S Church St	S Church St	35°49'24.20"N	86°23'42.21"W	1725 S Church St	n/a	n/a	n/a
Extension	MWRD Stoney Meadow Water Tower	1.20	24	1303 Cason Ln	Cason Trail	35°49'33.05"N	86°26'32.20"W	2003 Stoney Meadow Dr	Stoney Meadow Dr	35°49'21.25"N	86°25'35.32"W
Extension	MWRD Water Plant	0.75	24	345 Compton Rd	Sam Jared Drive	35°54'35.60"N	86°22'34.06"W	5528 Sam Jared Dr	MWRD Water Plant	35°55'5.76"N	86°22'29.47"W
Extension	N Highland Ave (Police Headquarters)	0.50	24	300 N University St	N University St	35°50'51.63"N	86°22'51.98"W	503 E Bell St	N Highland Ave	35°50'57.47"N	86°22'58.97"W
Extension	NW Broad St (Aerial Splice - S Front St to Underground Splice - Tommy Martin Dr)	0.20	24	204 S. Front St	S. Front St	35°50'41.16"N	86°23'43.19"W	111 W Vine St	Tommy Martin Dr	35°50'37.57"N	86°23'36.06"W
Extension	Patterson Park	1.00	24	503 E Bell St	Greenland Drive	35°51'1.09"N	86°22'55.05"W	521 Mercury Blvd	E Castle St	35°50'24.61"N	86°22'55.76"W
Extension	Police Precinct	0.10	24	521 Mercury Blvd	E Castle St	35°50'24.61"N	86°22'55.76"W	520 E Castle St	n/a	n/a	n/a
Extension	Police Special Operations Unit	0.10	24	906 Industrial Drive	Industrial Dr	35°50'20.33"N	86°24'14.25"W	n/a	n/a	n/a	n/a
Extension	Rutherford County Sheriff's Office	0.20	24	971 New Salem Hwy	Molloy Ln	35°50'2.69"N	86°24'37.86"W	940 New Salem Hwy	n/a	n/a	n/a
Extension	S Kings Hwy (Aerial Splice - Dosie Ave to Aerial Splice - Cannon Ave)	0.30	24	424 S Kings Hwy	Dosie Ave	35°50'26.68"N	86°23'55.73"W	221 Bridge Ave	Cannon Ave	35°50'37.65"N	86°24'0.14"W
Extension	S Kings Hwy (Aerial Splice - Old Salem Rd to Aerial Splice - Dosie Ave)	0.10	24	442 S Kings Hwy	Old Salem Rd	35°50'23.18"N	86°23'52.63"W	424 S Kings Hwy	Dosie Ave	35°50'26.68"N	86°23'55.73"W
Extension	SportsCom	0.10	24	2310 Memorial Blvd	SportsCom	35°53'10.85"N	86°22'56.03"W	n/a	n/a	n/a	n/a
Extension	St. Clair Senior Center	0.10	24	325 St. Clair St	St. Clair St	35°51'10.69"N	86°23'36.86"W	n/a	n/a	n/a	n/a
Extension	Street Department & City Training	0.10	24	114 Bridge Ave	W Main S	35°50'45.73"N	86°23'53.95"W	620 W Main St	n/a	n/a	n/a
Extension	West Tower	0.30	24	591 Fortress Blvd	Fortress Blvd	35°51'16.94"N	86°28'4.35"W	3918 Blaze Dr	Blaze Dr	35°51'21.99"N	86°28'10.21"W
Extension	Cannonsburgh Village	0.20	24	204 S. Front St	S. Front St	35°50'41.16"N	86°23'43.19"W	312 S Front St	n/a	n/a	n/a
Extension	Middle Tennessee Blvd (Aerial Splice - Rutledge Way to Aerial Splice - Molloy Ln)	0.70	144	502 Middle Tennessee Blvd	Rutledge Way	35°49'43.94"N	86°24'16.11"W	971 New Salem Hwy	Molloy Ln	35°50'2.69"N	86°24'37.86"W
Extension	Greenland Drive (Aerial Splice - N Rutherford Blvd to Aerial Splice - Champion Way)	0.75	144	2114 Sun King Ct	N Rutherford Blvd	35°51'20.15"N	86°21'10.02"W	1607 Greenland Dr	Champion Way	35°51'14.38"N	86°21'50.51"W
Extension	Jones Blvd	0.20	144	1130 Jones Blvd	Jones Blvd (Future #1)	35°51'40.55"N	86°23'58.87"W	726 W Clark Blvd	Jones Blvd - Future #2	35°51'47.89"N	86°23'57.88"W
Extension	Jones Blvd (future)	0.10	144	1304 Jones Blvd	Jones Blvd	35°51'42.80"N	86°23'56.25"W	1130 Jones Blvd	Jones Blvd (Future #1)	35°51'40.55"N	86°23'58.87"W
Extension	Sulphur Springs Rd (Aerial Splice - Tomahawk Trace) to Memorial Blvd (Aerial Splice - Irongate Blvd)	1.50	144	1002 Tomahawk Trace	Tomahawk Trace	35°53'10.42"N	86°23'55.57"W	2302 Memorial Blvd	Irongate Blvd	35°53'7.42"N	86°22'57.07"W

RESOLUTION 20-R-18 approving the interfund transfer of real property and fiber connection assets from the Murfreesboro Electric Department Enterprise Fund to the City's General Fund.

WHEREAS, on January 14, 2020, the City of Murfreesboro (the "City") and the Middle Tennessee Electric Membership Corporation ("MTEMC") entered into an Asset Purchase and Sale Agreement (the "Purchase Agreement"), pursuant to which the City agreed to sell to MTEMC and MTEMC agreed to purchase from the City substantially all of the City's electric plant and system assets comprising the Murfreesboro Electric Department ("MED") (the "Transaction"); and

WHEREAS, by the terms of the Agreement, the City will retain title to certain real property (specifically identified below as the "Office and Storage Yard Parcels"), that are currently used in connection with MED's business;

WHEREAS, the "Office and Storage Yard Parcels," which include the real property, together with all improvements thereon, are identified for ad valorem tax purposes as: (i) 091K-H-022.00-000; (ii) 091K-J-008.00-000; and (iii) 091K-J-010.00-000;

WHEREAS, the assignment of City's wholesale power contract with the Tennessee Valley Authority ("TVA") to MTEMC (the "Assignment") is a required condition to the closing of the Transaction; and

WHEREAS, TVA's prior written consent is required to effect the Assignment; and

WHEREAS, on June 9, 2020, TVA issued a determination letter regarding the Assignment, in which TVA stated that it would consent to the Assignment, subject to the satisfaction of certain conditions to be satisfied or affirmed by the parties prior to the closing of the Transaction. Condition No. 4 of the Determination Letter states that "the City agrees to pay MED prior to closing, or credit MED at closing, \$2,134,930 for the fiber connections, MED headquarters building, and storage lot" (hereafter the "Condition No. 4 Adjustment"); and

WHEREAS, TVA has allocated \$1,487,689 of the Condition No. 4 Adjustment to the value of the Office and Storage Yard Parcels ("Property Credit"); and

WHEREAS, TVA has allocated \$647,241 of the Condition No. 4 Adjustment to the value of the City fiber connections ("Fiber Credit");

WHEREAS, at its meeting on June 25, 2020, the City Council approved a letter agreement between the City and MTEMC amending the Purchase Agreement whereby the parties agreed that the Office and Storage Yard Parcels and the City fiber connections would be transferred from the MED Enterprise Fund to the City's General Fund and that the City would provide the Property Credit and Fiber Credit from the City's General Fund to the MED Enterprise Fund; and

WHEREAS, City Council must authorize both credits as well as the interfund transfer of the Office and Storage Yard Parcels and the fiber connections from MED's asset list to that of the City's General Fund; and

WHEREAS, it is the intent of City Council to dissolve the MED Enterprise Fund upon closing of the Transaction and to reassign any and all remaining assets not purchased by MTEMC to a government-activity fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Prior to closing of the Transaction, the Office and Storage Yard Parcels are to be transferred from the MED Enterprise Fund to the City's General Fund with a corresponding credit from the City's General Fund to the MED Enterprise Fund in an amount not to exceed \$1,487,689.

SECTION 2. Prior to the closing of the Transaction, the City fiber connections, which are particularly described in the letter agreement between the City and MTEMC approved by City Council on June 25, 2020, are to be transferred from the MED Enterprise Fund to the City's General Fund with a corresponding credit from the City's General Fund to the MED Enterprise Fund in an amount not to exceed \$647,241.

SECTION 3. Upon closing of the Transaction, the City Manager, the City Recorder, and the City Budget Director are hereby authorized to dissolve the MED Enterprise Fund and to reassign any all remaining assets in the fund not purchased by MTEMC to a government-activity fund. Such actions shall be completed within a commercially reasonable time after the closing of the Transaction.

SECTION 4. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/25/2020

Item Title: Cherry Lane Phase II – Professional Services Agreement for Environmental Permitting

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Professional services for Cherry Lane Phase II transportation alternatives analysis and section 401/404 Environmental Permitting.

Staff Recommendation

Approve the professional services contract with Griggs & Maloney in the amount of \$68,750.

Background Information

Staff requested a proposal from the engineering firm Griggs & Maloney to prepare a transportation focused alternative analysis and submittal coordination for State and Federal environmental permitting, along with strategy for mitigation, for Cherry Lane Phase II. Griggs & Maloney has subcontracted with Energy Land & Infrastructure to assist with the transportation alternative analysis.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the addition and improvement of roadways.

Fiscal Impact

The primary funding source for the project, including the \$68,750 for the proposed contract, will come from the bond issue for the project.

Attachments

Professional Services Contract for Cherry Lane Phase II Environmental Permitting



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

May 13, 2020

Mr. Chris Griffith
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

RE: PROFESSIONAL SERVICES FOR CHERRY LANE PHASE 2 TRANSPORTATION ALTERNATIVES ANALYSIS AND SECTION 401/404 ENVIRONMENTAL PERMITTING

Dear Mr. Griffith:

Griggs & Maloney, Inc. (G&M) is appreciative for the opportunity to submit our proposal for professional services in support of a transportation alternatives analysis and environmental permitting for the City of Murfreesboro's (City) Cherry Lane Phase 2. G&M has subcontracted with Energy Land & Infrastructure (ELI) to assist with the transportation alternatives analysis. The remainder of the scope of services is outlined in this proposal.

Background

Griggs & Maloney, Inc. (G&M) conducted a jurisdictional waters determination on the proposed Cherry Lane Phase II corridor in Murfreesboro, Rutherford County, Tennessee. The project area consists of an approximately 225-foot-wide corridor beginning at Richard Siegel Soccer park at approximately N35.926393°, W86.394926° to the terminus of Phase II near the intersection of Alford Road and Sulphur Springs Road at N36.920779°, W86.421387°.

Upon completion of review of published maps and field examination, one stream, one contiguous wetland area adjacent to a tributary to West Fork Stones River, two wet weather conveyances, and four ponds were identified within the project area. Large areas of wetlands are also located within the project corridor. The entire wetland area impacted by the project area is currently estimated at greater than 12 acres. G&M and the City met with Tennessee Department of Environment and Conservation (TDEC) and the Army Corp of Engineers (USACE) recently at their monthly Regulatory Coordination Pre-Application Meeting (RCPAM) meeting. The following scope was developed as a result of that meeting and outlines the initial scope of work necessary to prepare a permit application.

Scope of Work

G&M and ELI anticipate the following scope of work to assist the City of Murfreesboro through the State and Federal permitting process for Phase II of the Cherry Lane's widening and extension. The following tasks are proposed to develop permit applications to TDEC and USACE for the above-mentioned impacts to jurisdictional waters:

- **Submittal and Confirmation of the Jurisdictional Waters Determination to TDEC and USACE for concurrence.** G&M submittal will provide information to regulatory agencies for their concurrence of jurisdictional waters potentially impacted by Cherry Lane Phase 2. G&M will coordinate the submittal, on site meetings with regulators, to gain concurrence for the delineated/determined waters. Impacts associated with Quarter Horse Drive and Mary Miller Drive are not included within this scope of work.
- **Transportation focused Alternative Analysis.** The Alternative Analysis of the Cherry Lane corridor for Phase 2 will analyze reasonable alternatives minimally assessing the following components for each alternate:
 - Traffic Safety
 - Mobility & Traffic Operations
 - Access Management
 - Generalized Environmental Impacts
 - Generalized Cultural Resources Impacts
 - Economic & Social Impacts
 - Right-of-Way

Cultural resource surveys and threatened or endangered species surveys are not included in this scope of work but can be provided for an additional fee if requested by regulators.

- **Develop the RCPAM package to assist the City in justifying its Alternative Analysis.** The RCPAM team requested an alternatives analysis to be presented when ready at their monthly meeting. G&M and ELI will assist the City in developing the presentation package and presenting the alternative analysis. The analysis of alternatives is anticipated to focus on the transportation need, the alignment necessary to connect phases 1 and 2 to the future interchange in phase 3, the avoidance of taking of residents' homes; and the necessary geometric requirements of a 5-lane major arterial while demonstrating that the final design has avoided and minimizes impacts to aquatic resources to the greatest extent possible.
- **Mitigation Strategy for Siegel Soccer Park.** Cherry Lane Phase 2's widening and realignment bisects the north west portion of Siegel Soccer Park. The wetland area impacted will require discussion with regulators on how best to balance impacts created by Cherry Lane Phase 2 and closure of the open permit. G&M will work with TDEC to determine a strategy to bring the Siegel Park permit into compliance and completion.
- **Finalize Impacts and Strategy for Demonstrating Mitigation, Avoidance, and Minimization of Impacts to Jurisdictional Waters.** After negotiating closure or integration of the Siegel Soccer Park permit into the Cherry Lane permit, G&M will be able to finalize total impacts to be mitigated associated with Cherry Lane Phase 2. The permit application will require an alternative analysis focused on the project needs, impacts to jurisdictional waters, and efforts made to avoid and minimize impacts. This task item will evaluate the construction plans for potential opportunities to avoid and minimize impacts to jurisdictional waters and coordinate those recommendations to the City.

- **Permittee Responsible and Compensatory Mitigation.** Mitigation will offset impacts of streams and wetlands from Cherry Lane Phase 2 construction. Proposed permittee responsible mitigation (PRM) projects consist of Town Creek daylighting, Highlands Avenue wetland enhancement or preservation, wetland enhancement on City-owned property adjacent to the Jordan Farm Soccer Fields, and on-site restoration and enhancement of streams and wetlands; the remainder of credits needed will be provided through compensatory mitigation, i.e. purchase of available stream and wetland bank credits. The PRM projects are anticipated to require evaluation via TDEC’s Stream Quantification Tool (SQT) and the Tennessee Rapid Assessment Methods (TRAM) to define baseline conditions and the potential for functional lift. Field work associated with SQT and TRAM and conceptual PRM project development is included in this scope, however, design costs for PRM projects that are carried forward for credit generation are not included in this scope of work.
- **State & Federal Permit Application Submittal & Post submittal Coordination.** Submit an individual ARAP and Section 401/404 permit application to TDEC and USACE, respectively. Post-submittal agency coordination and response is included in this scope of work. Costs pertaining to the preparation, response, and attendance of public notice or public hearing is proposed to be performed on a time and expense basis- standard rates for G&M and ELI are attached.

Schedule

Individual permits to impact aquatic resources may take considerable time to gain from TDEC and USACE. It is anticipated that this permitting effort will minimally take 12 months from the date of applying for the permit. G&M and ELI will work as expeditiously as possible to submit the application in a timely manner.

Cost

G&M and ELI propose to conduct the permitting tasks on a time and expense basis for a not-to-exceed amount of \$68,750 in accordance with the attached terms and conditions. Permit applications fees are not included in the proposed cost.

Thank you for the continued opportunity to serve the City. Should you have any questions, please contact me at 615-895-8221 or rmaloney@griggsandmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.

ACCEPTED BY CITY OF MURFREESBORO

SHANE MCFARLAND, MAYOR

DATE

APPROVED AS TO FORM

ADAM TUCKER, CITY ATTORNEY

DATE

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

3. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

4. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project: (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

5. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

6. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

7. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

END OF STANDARD TERMS AND CONDITIONS

**GRIGGS & MALONEY, INC.
STANDARD RATES**

January 2020

	<u>Per Hour Rate</u>
Principal	\$190.00 – \$195.00
Senior Project Manager	\$155.00 – \$185.00
Project Manager	\$110.00 – \$125.00
Senior Engineer	\$160.00 – \$185.00
Project Engineer	\$135.00
Engineer II	\$125.00
Engineer I	\$80.00 – \$90.00
Planner	\$120.00
Environmental, Health, and Safety Professional	\$120.00
Sr. Environmental Scientist/Biologist	\$105.00
Environmental Scientist/Biologist	\$100.00
Sr. Geologist	\$105.00
Environmental Specialist	\$50.00 – \$80.00
Drafting/CADD Operator	\$85.00
Technician	\$60.00
Clerical	\$55.00
Administrative	\$120.00
Resident Representative	\$40.00 – \$60.00

ADDITIONAL CHARGES

Mileage	\$0.68 per mile
Per Diem	
Meals	\$41.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor Costs	Cost plus 15%
Copies (8.5"x11")	\$0.10 per copy
Printing: 24"x36" – Black & White	\$0.90 each
Printing: 24"x36" – Color	\$18.00 each
Printing 24"x36" Aerial – Gray	\$12.00 each

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Board of Gas Examiners

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Reappointment to the Board of Gas Examiners.

Background Information

The Board of Gas Examiners licenses and regulates those engaged in installing, replacing, or repairing natural and liquid petroleum consumer gas, piping, vents, appliances or equipment.

As established by M.C.C. §15-9—11, Ordinance 09-O-40. There are seven members appointed for 4-year terms.

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

Memo from Robert Holtz



. . . creating a better quality of life.

June 25, 2020

Members of City Council

RE: Recommended Appointment – Board of Gas Examiners

As an item for the Council Agenda, I am recommending the following appointments to the Board of Gas Examiners.

Appointments – Terms expiring June 30, 2024

Stephanie Davis replacing Eddie Davis
Tim Barnes replacing Bart Ring
Jason Griffin replacing Steve Morris
Mike Bauer replacing Steve Simmons

Reappointment – Term expiring June 30, 2023

Joseph Duncan

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor

To: Mayor Shane McFarland

From: Robert N. Holtz
Director of Building and Codes

Re: Gas Board Appointments

Date: June 17, 2020

Mayor,

Below are our recommendations for new board members and reappointments to the City of Murfreesboro Gas Contractors Licensing Laws and Regulations Board.

Stephanie Davis: Would be replacing her father, Eddie Davis, who passed away late last year. Stephanie has been working for Gas World for 21 years. Gas World is a City gas license holder.

Tim Barnes: Would be replacing Bart Ring who has sold his business and has since retired. Tim has been the general manager of Tennessee Mechanical Corporation for 35 years. They are a City gas license holder.

Jason Griffin: Would be replacing Steve Morris. The Gas License ordinance requires that one board member represent the gas utility provider. Jason is employed by with Atmos gas.

Mike Bauer: Would be replacing Steve Simmons. Mike has owned Walter Hill Plumbing East for 33 years and is a City of Murfreesboro gas license holder.

The questionnaire for appointment to Board/Commission/Special Assignment is attached for each of the people listed above.

Reappointments are recommended below:

Joseph Duncan: Works at Ferguson Plumbing Supply and has been on the board since November 2009. He attends the meetings regularly.

The last meeting of the Gas Board was March of 2013. If you have any questions or comments, please let me know.

Cc: Lisa Mangram