MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
September 3, 2020

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

Consent Agenda

1. MLK Day of Service Grant Award (Community Services)
2. Community Investment Program Funds Transfer (Finance)
3. Grant Contract with Greater Nashville Regional Council (Parks & Recreation)
4. Asphalt Purchases Report (Water Resources)
5. Stones River Water Treatment Plant HVAC Replacement (Water Resources)
6. Uniform Services Contract (Water Resources)
7. Waypoint Network Remediation Services (Water Resources)
8. Water Resources Recovery Facility Irrigator Repairs (Water Resources)

Old Business

Land Use Matters

Ordinance

9. Ordinance 20-OZ-25 Amending the Victory Station PUD south of Franklin Road (2nd and final reading) (Planning)
10. Ordinance 20-O-26 Amending the Zoning Ordinance (2nd and final reading) (Planning)

New Business

On Motion

11. Step System Approval for Compton Road North of Emery Road (Water Resources)
12. Election of Vice Mayor (Administration)

Licensing

13. Wine Sales Certificate of Compliance – Vito Market & Deli (Finance)

Board & Commission Appointments

Payment of Statements

Other Business

14. Approval to Accept Federal Assistance to Firefighters Grant Program – COVID-19 Supplemental (Fire Rescue)

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: MLK Day of Service Grant Award

Department: Parks and Recreation

Presented by: Karen Lampert, Grant Coordinator
Gernell Jenkins, Superintendent of Patterson Park

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

The Corporation for National and Community Service (CNCS) awarded to the City $50,000 in grant funding for the Martin Luther King (MLK) Jr. Day of Service.

Staff Recommendation

Approve acceptance of awarded CNCS funds.

Background Information

Patterson Park Community Center will engage with community partners to have over 1,000 volunteers who will participate in discussions, community beautification projects, emergency crisis preparedness, food assistance, self-empowerment workshops, and hands-on service and learning activities at multiple City facilities and community nonprofit locations for MLK Jr. Day of Service on Monday, January 18, 2021. During the MLK Day of Service, hundreds of volunteers will be responsible for increasing and strengthening the impact of City residents through engagement in meaningful and relevant service projects and activities inspired by the legacy of MLK, Jr.

The CNCS investment of $50,000 will be matched with $50,000 in budgeted City funds and $67,000 in-kind services and resources to support the goals and objectives of Project Dream MLK Day of Service Activities, which includes youth focus groups for a youth-led design plan for the future development of an inclusive outdoor play space at Patterson Park Community Center. The City will work with United Way of Rutherford and Cannon Counties as a subrecipient for volunteer coordination.

Council Priorities Served

Responsible budgeting

Utilizing grant funding extends opportunities for programming, partnerships, and outreach.

Establish strong City brand

The Martin Luther King Jr. Day of Service supports the City's mission of creating a better quality of life for our citizens.

Fiscal Impact

Grant funds received of $50,000 with a match of $50,000 in funds budgeted for equipment (Parks and Recreation) and $67,000 of in-kind resources and staffing that is currently budgeted.

Attachment

United Way Subrecipient Contract

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AGREEMENT BETWEEN THE CITY OF MURFREESBORO
AND
UNITED WAY OF RUTHERFORD AND CANNON COUNTIES
FOR
VOLUNTEER CONNECT FOR MLK DAY OF SERVICE GRANT ACTIVITIES

THIS AGREEMENT, entered this 15th day of July 2020 by and between the City of Murfreesboro, Tennessee, (herein called the "Grantee") and United Way of Rutherford and Cannon Counites (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under MLK, Section 198(i) of the National and Community Service Act, (42 U.S.C. § 12653(i)) (Agreement No. 20MKHTN001); and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities. The Sub-recipient will be engaged from July 15, 2020, through July 14, 2021, as a Partnering organization and subgrantee to provide volunteer engagement supports for MLK Day of Service Activities and volunteer capacity building trainings for nonprofits, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include activities eligible under the MLK Day of Service program more fully descried in **Exhibits A and B** which are attached here to and incorporated here in.

1. Implementing Volunteer Connect and volunteer support services more fully described in **Exhibits A and B** attached hereto and incorporated herein.

2. Subrecipient agrees to comply with, and include in all awards and subawards, the FY2020 General Grant and Cooperative Agreement Terms and Conditions (**attached hereto as Exhibit E**), the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The Grantee and Subrecipient agree to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application.

3. Sub-recipient will meet the CNCS program's **National Objectives** for MLK Day of Service Activities that include a central focus on: • providing support and/or facilitating access to services and resources for economically disadvantaged people • training volunteers who make a commitment for future service.

B. Personnel

1. The Sub-recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

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2. All of the services required hereunder will be performed by the Sub-recipient under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, state and local law to perform such services.

3. Any change in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

C. Performance Monitoring. The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated in this Agreement and CNCS requirements. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 15th day of July 2020 and end on the 14th day of July 2021 unless terminated in accordance with VI. H. The term of this Agreement and the provisions herein shall be extended to cover any additional time period as deemed necessary by the Grantee to complete grant objectives, including reporting requirements.

III. BUDGET

No more than the amounts specified in **Exhibit C** may be expended for any outlined cost category without prior written approval by both the Grantee and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$Twenty Thousand and 00/100 Dollars ($20,000.00). Grantee will not guarantee reimbursement in the event CNCS funds are not received or are less than the amount allocated for the program.** The Grant funds will be provided on a reimbursable basis for eligible expenses actually incurred by the Sub-recipient, subject to receipt of an acceptable requisition, along with documentation supporting expenses for activities performed in accordance with this Agreement. Payment to the Sub-recipient shall be made in a timely fashion.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this agreement shall be directed to the following agreement representatives:

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Grantee

Nate Williams
Parks & Recreation Director

PO Box 748
Murfreesboro TN 37133

615-890-533
615-904-6507– FAX
nwilliams@murfreesborotn.gov

Sub-recipient

Meagan Flippin
President & CEO, United Way of Rutherford and Cannon Counties
PO Box 330056
Murfreesboro, TN 37133-0056

615-893-7303
Meagan.Flippin@yourlocaluw.org

VI. GENERAL CONDITIONS

A. General Compliance. The Sub-recipient agrees to comply with the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the National and Community Service Act of 1990, as amended, (NCSA) (42 U.S.C. §§ 12584a and 12634) and section 403 of the Domestic Volunteer Service Act of 1973, as amended, (DVSA) (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless. The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation. The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as required by Tennessee state law.

E. Insurance & Bonding. The Sub-recipient shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage.

The Sub-recipient shall comply with (the bonding and insurance requirements of 2 CFR 200, Subpart D.

F. Grantee Recognition. The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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G. Amendments. The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's designated representative as identified in Section V. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination. In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Corporation of National and Community Service guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Sub-recipient agrees to comply with Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), in 2 CFR Parts 200 and 2205 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Sub-recipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein.

3. Internal Controls. The Operating Agency must:

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a. Establish and maintain effective internal control over the Grant that provides reasonable assurance that the Sub-recipient is managing the Grant in compliance with Federal statutes, regulations, and the terms and conditions of the Grant and this Agreement. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

c. Evaluate and monitor the Sub-recipient compliance with statutes, regulations and the terms and conditions of Federal awards.

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the Sub-recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

4. Cost Share. Sub-recipient will comply with the cost share and matching requirements as outlined under 2 CFR 200.331(a)(2)-(4) and 2 CFR 200.74.

For MLK, the amount of federal funding provided under awards will be limited to 30 percent of the total allowable costs for the funded activity, as determined under 2 CFR Part 200, Subpart E-Cost Principles.

B. Documentation and Record Keeping

1. Records to be Maintained. Subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). The Sub-recipient shall maintain all records required by the Federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets program objectives.
   c. Records required for determining the eligibility of activities;
   d. Records deemed necessary to assure a proper accounting of all CNCS funds;
   e. Financial records as required by 2 CFR 200.333-337; and
   f. Other records necessary to document compliance.

2. Retention. The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to CNCS in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

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litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Volunteer Data. The Sub-recipient shall maintain volunteer data demonstrating eligibility for services provided. Such data shall include, but not be limited to, volunteer name, and other relevant demographic information for aggregate reporting, and description of volunteer service and hours provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

   Sub-recipient agrees to adhere to and implement NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

   The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§ 2540.200-2540.207 and http://www.nationalservice.gov/resources/criminal-history-check for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

   Unless CNCS has provided Grantee with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

   All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include: 1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and 2. Either: a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or b. A fingerprint-based FBI criminal history check.

   Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include: 1. A nationwide name-based check of the NSOPW; and 2. Both: a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and b. A fingerprint-based FBI criminal history check.

   Sub-recipient will retain adequate documentation showing completion of required NSCHC.

4. Disclosure. The Sub-recipient understands that volunteer and/or client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

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5. Close-outs. The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections. All Sub-recipient records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the Grantee, CNCS, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies or questioned costs noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient and may be resolved in one of the following ways:

   a. Introduction of the appropriate documentation;
   b. Resolution of the questioned cost or deficiency by the Operating Agency in a manner that is satisfactory to both CNCS and Grantee;
   c. Repayment of questioned costs to the Grantee using non-federal funds.

Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an agency audit, if applicable, conducted in accordance with OMB's "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" Guidance.

C. Reporting and Payment Procedures

1. Program Income-Not Applicable

2. Indirect Costs. Indirect costs are not included as billable expense for the Sub-recipient activity.

3. Other Funding. If **Exhibit C** shows that any funding for this program is to be provided from other sources, the receipt and expenditure of such funds are subject to review. All accounting records necessary to complete a review of other funding sources must be made available to Grantee or Grantee's authorized representative. Any change in the attached budget (Exhibit D) which affects funding from sources other than Grantee must have prior written authorization from the Project Director.

4. Payment Procedures. The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

   a. Sub-recipient shall submit invoices no more frequently than once monthly for reimbursement of actual expenses incurred, along with documentation supporting expenses, to Grantee for activities performed in accordance with this Agreement. Descriptions of supporting documentation required are set forth herein in **Exhibit D**.

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b. Grantee shall make careful review of all requests for reimbursement. So long as each request conforms to the terms and intent of this Agreement, Grantee shall make payment to Sub-recipient in a timely fashion.

c. If the cost of the services in **Exhibits A, B and C** exceeds the CNCS grant amount, Sub-recipient agrees to use its own financial resources to complete the Program.

d. If Sub-recipient has not performed its services as required in this Agreement, it shall not be entitled to reimbursement of funds for services not performed as provided herein, and Sub-recipient shall be required to reimburse Grantee for any funds it received for services not provided or not properly provided.

3. Progress Reports

The Sub-recipient shall submit a minimum of two progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Sub-recipient to submit additional reports in the form, content, and frequency specified by the Grantee.

Sub-recipients will be required to provide data on the following indicators in annual Progress Reports:

a. Number of volunteers recruited, trained, and committed to one or more future service activities
b. Number of organizations engaged and committed to one or more future service activities that honor and reflect MLK.

D. Procurement

1. Compliance. The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards. Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 318-326.

3. Travel. Travel is not reimbursable with funds provided under this Agreement.

E. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Sub-recipient Agreement. The Sub-recipient 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.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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1. Compliance. The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination. The Sub-recipient agrees to comply with the non-discrimination prohibitions set forth in 45 CFR Part 1203.

B. Conduct

1. Assignability. The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Lobbying. The Sub-recipient hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal agreement, 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 agreement, grant, loan, or cooperative agreement;

   b. If any funds other than Federal 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 Federal agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

   d. Lobbying Certification

      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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3. Religious Activities. The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. LAWS, ORDERS AND REGULATIONS INCORPORATED

The Operating Agency agrees to comply and to ensure compliance by each of its employees and subcontractors with Grantee's and CNCS administrative requirements for the MLK Day of Service program, and with all federal, state and local laws, regulations, statutes, ordinances, administrative rules, building codes and executive orders applicable to the CNCS assisted project and this Agreement.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

UNITED WAY OF RUTHERFORD AND CANNON COUNTIES

By: Meagan Flippin
Its: President and CEO

APPROVED AS TO FORM:
DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

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EXHIBIT A

SCOPE OF SERVICE

United Way of Rutherford And Cannon County- 2019-2020 Program Year
MLK Day of Service Grant Program

1. MLK Day of Service, Project Dream will engage United Way of Rutherford and Cannon Counties from July 15, 2020 through July 14, 2021 as a Partnering organization and subgrantee to provide volunteer engagement supports for MLK Day of service activities and volunteer capacity building trainings for nonprofits more fully described in **Exhibit B** attached hereto and incorporated herein.

2. Sub-recipient will meet the CNCS program's National Objectives for MLK Day of Service Activities that include a central focus on: • providing support and/or facilitating access to services and resources for economically disadvantaged people • training volunteers who make a commitment for future service.

3. Sub-recipient, having established resources and uses Volunteer Connect, an interactive platform for volunteers and nonprofit organizations to connect for community service projects, will provide the following levels of program services/accomplishments:

    - The United Way of Rutherford and Cannon Counties will be the lead agency for volunteer resources and technical assistance to adequately support volunteer recruitment, trainings and engagement.

    - Volunteer Connect, as a convenient online system, will match volunteers with opportunities that agencies post and be used as the primary data collection and storage for volunteer engagement activities.

    - United Way will also be engaged to provide technical assistance (TA) training to nonprofits on using Volunteer Connect to promote agency volunteer needs, to provide Volunteer Management workshops to build capacity among nonprofit agencies to increase their ability to recruit, engage and retain volunteers and to coordinate volunteer service projects for MLK Day of Service.

4. City of Murfreesboro will be responsible for coordinating and implementing the following projects directly: promoting day of service activities for City employees, Art Expression workshops at Bradley Academy Museum, community beautification project through playground design and build. City of Murfreesboro through Project Dream will also help provide technical assistance, guidance, in-kind services, promotion and cross collaboration to facilitate volunteer engagement, data collection and reporting for site selected community agency lead MLK Day activities.

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EXHIBIT B

United Way of Rutherford and Cannon Counties– 2019-2020 Program Year

Program Description

From July 2020 to January 2021, the City of Murfreesboro will plan and implement Project Dream to provide MLK Day of Service activities and events designed to encourage all residents in the City of Murfreesboro and surrounding Rutherford County, Tennessee communities to engage in volunteer opportunities, discussions, community beautification projects, emergency crisis preparedness, food assistance and self-empowerment workshops in support of a "Day on and not a Day off". Project Dream events will enrich the participants knowledge and understanding of the historical context of Martin Luther King, Jr.'s integral role in leadership, advocacy and equity to combat poverty, racism, and militarism. Project Dream will provide opportunities of doing for others that will build a sense of community and embrace shared responsibility towards uplifting neighbors and community. Project Dream will focus on coordinating and enhancing existing MLK Day activities, create community beautification through a community build playground project, and expanding volunteer engagement by joining forces with the United Way of Rutherford and Cannon Counties to increase promotion of volunteer opportunities and build nonprofit volunteer capacity to sustain acts of volunteerism for positive community change.

GOALS and OBJECTIVES

The goal of Project Dream is to increase and strengthen the impact City of Murfreesboro and Rutherford County residents have on addressing poverty, racism and militarism through engagement in MLK Day of Service projects and activities as inspired by the legacy of Martin Luther King, Jr.

Service Sites: The City of Murfreesboro is the county seat for Rutherford County, Tennessee and located in the middle region of the state approximately 35 miles south of Nashville, Tennessee. All activities will take place within Rutherford County and primarily within the city limits of Murfreesboro. Site locations will include Patterson Park Community Center, Murfreesboro City Hall, United Way of Rutherford and Cannon Counties, Linebaugh Library System, Middle Tennessee State University campus, Nourish Food Bank, McFadden Community Center, Bradley Academy Museum and Cultural Center, St. Clair Street Senior Center, and Patterson neighborhood.

Project Timeframe: Project Dream will use an 8-month planning and implementation timeframe for project events and activities. July 1- September 30, 2020 will be used for the planning and coordination of events and day of service activities. Included in this timeframe will be the development of media pieces and plans for outreach and information dissemination as well as technical assistance training for volunteer management. September-December 2020 will be used to secure final details of events and activities, developing volunteer promotion and engagement. January 1-30 events will be held, and February will be for debriefing, event analysis, data collection and reporting. Some exhibits and educational components will extend into February for Black History Month.

Objective 1 The Patterson Park Community Center (City of Murfreesboro), as Partnership Coordinator, will take the lead in conducting and working with community agencies to implement events that support and engage individuals in meaningful activities and reflective discussions that build understanding and awareness about the life and teachings of Martin Luther King, Jr.

Objective 2: By January 30, 2021 over 1000 residents of Murfreesboro and Rutherford County will

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have engaged in meaningful volunteer service activities and projects that will empower individuals, strengthen communities, bridge barriers, and create solutions to the social problems of poverty, racism, and militarism.

PERFORMANCE MEASURES

Project Dream will use performance measures to analyze change and impact from MLK Day of Service activities. Primary data collection and storage will be done through the United Way's Volunteer Connect portal. Project Manager, in partnership with United Way, will be responsible for ensuring data integrity, completion, consistency and accuracy prior to report submission. Data measures will include measurable outputs based on the number services provided (i.e. number of MLK events, number of volunteers engaged, number of hours of engagement and media exposure) and collected through event sign in sheets, Volunteer Connect management system, surveys and information collected from organizations and media counts. Surveys will be designed to address outcome measures showing changes in attitudes beliefs, knowledge/skills/behavior or conditions.

Specific performance measures to support both objectives and activities will include:

- Number of MLK Day of Service events/activities held between January 1 and January 30, 2021.
- Number of community volunteers recruited and managed by organizations that participated in MLK Day of service activities and capacity building activities.
- Number of organizations that received Volunteer Management capacity building services.
- Dollar value of cash and in-kind resources leveraged by supported organization.
- Number of additional activities completed and/or program outputs produced by the program as a result of capacity building services for Volunteer engagement.
- Number of new beneficiaries that received services as a result of increasing volunteer engagement from participating in United Way volunteer support services.
- Number of staff and community volunteers that received training as a result of volunteer engagement services provided through United Way and MLK Day of Service "Training Week" activities.
- Number of organizations implementing three or more effective volunteer management practices as a result of capacity building trainings and services.
- Number of organizations reporting that capacity building activities provided by United Way have helped to make the organization more efficient and more effective in volunteer recruitment, engagement and retention.
- Media impressions through social media followers and subscription access to City TV and number of media outreach exposures.

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EXHIBIT C

United Way of Rutherford and Cannon Counties – 2019-2020 PROGRAM YEAR

BUDGET AS PROVIDED BY SUB-RECIPIENT

$20,000 subrecipient funding to the United Way of Cannon and Rutherford Counties for Volunteer Support Services distributed:

- $465.00 for Volunteer Connect TA Training Materials (for training nonprofits in the use of VC),
- $6,920 Staff time for Volunteer Connect,
- $930.00 Volunteer Management Capacity Building Materials;
- $6,600 Volunteer Management Capacity Building Workshops,
- $2,440 staff time for subgrant management,
- $2,645 Volunteer training and promotional materials

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EXHIBIT D

United Way of Rutherford and Cannon Counties – 2019-2020 PROGRAM YEAR

INVOICE SUPPORTING DOCUMENTATION

REPORTING

INVOICE SUPPORTING DOCUMENTATION

Grantee will disburse all grant funds on a reimbursement basis based on the approved budget line items included in this Agreement. The Sub-recipient must submit at a minimum the following documentation with each reimbursement request. Additional documentation may be requested by the Grantee and the Sub-recipient agrees to submit additional requested documentation.

- **Direct Labor Salaries/Fringe Benefits** -Sub-recipient is required to keep timesheets documenting the amount of staff time expended on the Program. These timesheets are to be submitted along with financial records showing billing rates and charges to the Program used on the timesheets and copies of payroll checks.

- **Program Expenses/Services and Related Costs**- Sub-recipient is required to submit copies of checks and back-up documentation (i.e., invoices, receipts) indicating as payment for cost incurred and billed to the grant.

REPORTING

All reporting will be in the form, content and frequency as required by the Grantee.

The Grantee reserves the right to require the Sub-recipient to submit additional reports in the form, content and frequency specified by the Grantee.

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfer.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfer has been approved:

2019 Loan Costs

Transfer $125,995 from Salem Elementary School Road to Loan Costs.

Council Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfer within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

CIP Funds Transfer Request – 2019 Loan Costs

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2019 Loan

Transfer CIP funds from:		Transfer CIP funds to:	
Salem Elementary School Road	$ (125,995.00)	Loan Costs	$ 125,995.00
TOTAL TRANSFER	$ (125,995.00)	TOTAL TRANSFER	$ 125,995.00

Explanation: Loan proceeds were not allocated to a line item for Loan Costs anticipating being able to use savings from other projects to cover the amount withheld from the loan proceeds. There are funds available in the Salem Elementary School Road project. After this transfer, the remaining balance in the Salem Elementary School Road project will be $349,720.47.

Budget Director Signature — Date: 8-25-20

Vicki J Massey
Reviewed by Finance — Date: 8-25-20

Approved ☑

Declined ☐

City Manager

Date: 8-25-20

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Grant Contract with Greater Nashville Regional Council

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Grant Contract with Greater Nashville Regional Council (GNRC) for funding provided to the St. Clair Senior Center.

Staff Recommendation

Approve Grant Contract Between GNRC and City.

Background Information

This contract allows for federal funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for a Multipurpose Senior Center. These grant funds of $5,000 in FY21/FY22 are for purchase of supplies and miscellaneous other costs relating to COVID-19 restrictions and responses. The funding is also intended to assist with the closure and reopening of the Senior Center as directed, so staff may continue to provide services to seniors for promoting lifelong learning, health and well-being, socialization, and volunteer opportunities. The term of the proposed contract is August 1, 2020 – September 30, 2021.

Council Priorities Served

Responsible Budgeting

Utilizing federal grant funds maximizes the amount of money allocated to the Senior Center for vital senior center operations.

Fiscal Impacts

Grant funds of $5,000 will be allocated to the St. Clair Senior Center for FY21/FY22.

Attachment:

Grant Contract #2021-23 between GNRC and City with Attachments 1-3

CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison Record ID
8/1/2020	9/30/2021	StClairSC-G 2021-C23	

Contractor Legal Entity Name	Edison Vendor ID
City of Murfreesboro	

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☐ Vendor	93.044

Service Caption (one line only)

Award is issued under the authority of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021		$4,000			$4,000
2022		$1,000			$1,000
TOTAL:		**$5,000**			**$5,000**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ **YES** ☐ **NO**

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.

CPO USE - GU

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT #2021-23
BETWEEN THE
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council, hereinafter referred to as the "GNRC," and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of multipurpose senior center activities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Federal Employer Identification Number: 62-6000374

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. Scope to be provided under this contract is included in Attachment 1, which is attached hereto and made a part of this Grant Contract.

B. TERM OF CONTRACT:

The parties agree that this Contract shall be effective on 8/1/2020 ("Effective Date") and ending 9/30/2021 ("Term"). The GNRC shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Five Thousand Dollars ($5,000) ("Maximum Liability"). The Budget, attached and incorporated as Attachment 2, is the maximum amount due the Grantee under this Contract. The 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 GNRC is not subject to escalation for any reason unless amended. The Budget amounts are firm for the duration of the 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 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 Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the GNRC no more often than monthly, with all necessary supporting documentation submitted not later than the 8th day of each month for units or services provided the previous month, and present such to:

Greater Nashville Regional Council, 220 Athens Way, STE 20, Nashville, TN 37228.

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 Contractor)

(2) Invoice Date:
(3) Invoice Period: (to which the reimbursement request is applicable)
(4) Contract Number: (assigned by the GNRC).
(5) Account Name: Greater Nashville Regional Council
(6) Grantee Name:
(7) Grantee Remittance Address:
(8) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by 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 Budget line-item to date.
iii. The total amount reimbursed under the 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 Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and shall be subject to the Budget and any other provision of this Contract relating to allowable reimbursements.
(2) An invoice under this Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Contract shall initiate the timeframe for reimbursement only when the GNRC is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget. The Grantee may vary from a 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 Contract amount detailed by the Budget. Any increase in the Budget, grand total amounts shall require an amendment of this Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice within twelve (12) days and a grant disbursement reconciliation report within thirty (30) days of the Contract end date, in form and substance acceptable to the GNRC.

a. If total disbursements by the Grantee pursuant to this Contract exceed the amounts permitted by the section C, payment terms and conditions of this Contract, the Grantee shall refund the difference to the GNRC. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The GNRC shall not be responsible for the payment of any invoice submitted to the GNRC after the invoice and disbursement reconciliation report deadlines as provided above. The GNRC will not deem any Grantee costs submitted for reimbursement after the deadlines of the invoice and GNRC disbursement reconciliation report to be allowable and reimbursable by the GNRC, and such invoices will NOT be paid.

c. The Grantees failure to provide a final invoice and disbursement reconciliation report to the GNRC as required by this Contract shall result in the Grantee being deemed ineligible for reimbursement under this Contract, and the Grantee shall be required to refund any and all payments by the GNRC pursuant to this Contract.

d. The Grantee must close out its accounting records at the end of the Term 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 GNRC a copy of the indirect cost rate approved by the cognizant federal agency, the cognizant state agency, or the GNRC, 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, the cognizant state agency, or the GNRC, 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 GNRC, and subject to the availability of funds the GNRC agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this 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 GNRC shall not prejudice the GNRC''s right to object to or question any reimbursement, invoice, or related matter. A payment by the GNRC 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 GNRC, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, to constitute unallowable costs.

C.12. GNRC's Right to Set Off. The GNRC reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Contract or under any other agreement between the Grantee and the GNRC under which the Grantee has a right to receive payment from the GNRC.

C.13. Prerequisite Documentation. The Grantee shall not invoice the GNRC under this Contract until the GNRC has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the GNRC an "Authorization Agreement for Automatic Deposit Form provided by the GNRC. By doing so, the Grantee acknowledges and agrees that, once this form is received by the GNRC, 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 GNRC a W-9 Form provided by the Council. The Grantee taxpayer identification number must the same as the Federal Employer Identification Number referenced in this Grant Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The GNRC is not bound by this Grant Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and GNRC bylaws

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties to this Grant Contract in accordance with applicable Tennessee laws and regulations, and GNRC bylaws.

D.3. Termination for Convenience. The GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by the GNRC. The GNRC 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 GNRC 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 GNRC is liable shall be determined by the GNRC. 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 GNRC'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 Contract, or if the Grantee violates any terms of this Contract, the GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the GNRC's right to terminate this Contract for cause, the Grantee shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the GNRC. If such subcontracts are approved by the GNRC, each shall contain, at a minimum, sections of this 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 GNRC, 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 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 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 Greater Nashville Regional Council:

Michael Skipper, Executive Director
Greater Nashville Regional Council
220 Athens Way, Suite 200
Nashville, TN 37228
mskipper@gnrc.org
cc. gkehler@gnrc.org
Telephone # 615-862-8828
FAX # 615-862-8840

The Grantee:

Mark Owens, Facility Superintendent
St. Clair Street Senior Center
PO Box 332369
Murfreesboro, TN 37133-2369
mowens@murfreesborotn.gov
Telephone # 615-848-2550
FAX # 615-907-2259

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 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 GNRC reserves the right to terminate this Contract upon written notice to the Grantee. The GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by the GNRC. Upon receipt of the written notice, the Grantee shall cease all work associated with the 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 GNRC 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 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 GNRC 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 Contract.

a. The Grantee warrants to the GNRC 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 GNRC, including cooperation and coordination with state of Tennessee or GNRC privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Contract so that both parties will be in compliance with the Privacy Rules.

c. The GNRC and the Grantee will sign documents as required by the Privacy Rules and that are reasonably necessary to keep the GNRC and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the GNRC under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the GNRC to receive such information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment 3, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Contract involves the provision of services to citizens by the Grantee on behalf of the Tennessee Commission on Aging and Disability, or GNRC, 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 GNRC 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 Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee and/or GNRC." All notices by the Grantee in relation to this Contract shall be approved by the GNRC.

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 Tennessee Commission on Aging and Disability, the GNRC, 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 Tennessee Commission on Aging and Disability, the GNRC, 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 Tennessee Commission on Aging and Disability, GNRC, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the GNRC.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. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) 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 GNRC.

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

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 Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the GNRC before purchasing any equipment or motor vehicles under this Contract.

D.21. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract is not a waiver or relinquishment of any 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.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Contract. The parties acknowledge that they 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.

The Grantee, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government 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 Tennessee political entity to indemnify or hold harmless the GNRC 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.23. GNRC's Liability. The GNRC shall have no liability except as specifically provided in this Contract.

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 Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contract is not a Force Majeure Event under this Contract. Grantee will promptly notify the GNRC of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the GNRC 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 GNRC may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this 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 Contract or charge the GNRC any fees other than those provided for in this 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 Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this 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 Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 Contract.

D.30. 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 agreed to by the parties. This 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 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 Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §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. Prevailing Wage Rates. All contracts for highway construction projects that are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges require compliance with the prevailing wage laws provided in Tenn. Code Ann. §§ 12-4-401--415.

D.35. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, these items shall govern in order of precedence below:

a. Any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
b. This Grant Contract with attachments.

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

E.2. Disclosure of Personal Identity Information. The Grantee shall report to the GNRC any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the GNRC, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the GNRC under this Contract or otherwise available at law.

In addition to the other requirements provided in this Contract, the Contractor shall not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the GNRC. Additionally, the Contractor shall not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the GNRC shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.

E.3. 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 GNRC or acquired by the Grantee on behalf of the GNRC 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 GNRC 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.4. Federal Funding Accountability and Transparency Act (FFATA)

This 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 GNRC 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 GNRC by the end of the month during which this 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 GNRC by the end of the month in which the amendment to this 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 GNRC may terminate this Contract for cause. The GNRC 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.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

_____

SHANE MCFARLAND, MAYOR **DATE**

GREATER NASHVILLE REGIONAL COUNCIL:

_____

ANTHONY HOLT, PRESIDENT **DATE**

APPROVED AS TO FORM:

_____

Adam F. Tucker, City Attorney

Attachment 1

Senior Center
Scope of Services

1. The purpose of the senior center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.

2. The senior center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.

3. If the Senior Center is chartered as a not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. A Senior Center chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)3 status.

4. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must be created by statute, resolution, or ordinance.

5. If the Senior Center is a part of city or county government, the city or county government must have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.
   a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
   b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:
      1. Developing and approving the budget
      2. Handling cash and providing receipts
      3. Check writing and disbursements
      4. Purchasing
      5. Petty cash disbursement and replenishment
      6. Bank reconciliation
      7. Program income
      8. Voluntary Contribution
   c. A facility that is accessible and barrier-free for people with disabilities

6. The senior center shall post the following:
   a. Participant Grievance Procedure
   b. Title VI Civil Rights Notice
   c. Public Accountability Poster (800# TN Comptroller's Office)
   d. Emergency telephone numbers
   e. Location of First Aid Kits, extinguishers and other supplies
   f. Monthly Calendar of Events

7. The senior center shall record participant information using the questions on the Participant Registration Form (PRF) located in the SAMS database. The current PRF will be provided by GNRC to centers using MySeniorCenter programs. This data shall be entered by the 10th day of the following month for centers using the SAMS database and shall be entered by the 4th day of the following month for centers using My Senior Centers.

8. The senior center shall submit financial reports to the AAAD at least quarterly by the 8th day of the month following the quarter.

9. The senior center shall submit program data monthly to the AAAD by the 10th day of the following month for those centers using the SAMS database to enter this data and shall be entered by the 4th day of the following month for centers using My Senior Centers to enter this data.

10. The senior center shall retain records for five years plus the current year.

11. The senior center shall submit an annual report to the AAAD by August 1 of each year.

12. The senior center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.

13. GNRC requires all centers to provide telephone reassurance services.

14. The senior center must also provide one or more of these services: health education, education/training, health screening, physical fitness/exercise, or recreation.

15. The senior center shall develop a contingency plan for reopening and have adequate provisions in place to mitigate the spread of Covid-19 when older adults attend senior center activities.

16. The senior center shall implement safety protocols based upon recommendations of the CDC and the State of Tennessee in order to mitigate the spread of Covid-19.

17. The senior center shall have an adequate supply of recommended personal protective equipment and cleaning supplies prior to reopening and maintain an adequate daily supply throughout the contract period.

18. The senior center shall consistently practice safety protocols each day the center is open.

Attachment 2

GRANT CONTRACT

BETWEEN

GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO

CONTRACT BUDGET

August 1, 2020 THROUGH September 30, 2021

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of	Title III-B: Support Services	93.044	$ 5,000	$	$ 5,000
10% of	Title III-B: Ombudsman	93.044	$	$	$
10% of	Title III-B: Transportation	93.044	$	$	$
10% of	Title III-C1: Congregate Meals	93.045	$	$	$
10% of	Title III-C2: Home Delivered	93.045	$	$	$
10% of	Title III-D: Evidence Based	93.043	$	$	$
10% of	Title III-E: FCSP – Caregiver	93.052	$	$	$
10% of	Title VII: Ombudsman	93.042	$	$	$
	Federal NSIP Funds				
	NSIP Nutrition	93.053	$	$	$
	State Funding				
50% of	Multipurpose Senior Centers	N/A	$	$	$
10% of	Home Delivered Meals	N/A	$	$	$
10% of	Homemaker	N/A	$	$	$
	HCBS/Options for Community	N/A	$	$	$
		Total	$ 5,000	$	$ 5,000

BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: August 1, 2020** **END: September 30, 2021**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	5000.00	0.00	5000.00
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**	**5000.00**	**0.00**	**5000.00**

[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.

ATTACHMENT 3

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract between the Greater Nashville Regional Council (GNRC) and City of Murfreesboro (Grantee) in accordance with Section E.5 of the Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **City of Murfreesboro** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

(a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean City of Murfreesboro, whose principal address is 325 St Clair Street, Murfreesboro, TN 37130.

(c) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way, STE 20, Nashville, TN 37228.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

(f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules.

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

(c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.

(f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.

(g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.

(h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

(j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.

(l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.

(m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.

(n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.

(b) Business associate may use or disclose protected health information as required by law.

(c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.

(d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

(h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

(a) Term. This Agreement shall be effective as of the date on which this Agreement is signed by the last of the two parties to sign the Contract to which this Agreement is attached and made a part of, and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.

(b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.

(c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

(a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.

(c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.

(d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

(a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.

(b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the

Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health Information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.

(c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;

(d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, 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 in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

(e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand 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 facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

(f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

(g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this

Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

ATTACHMENT 4

INSERT SCOPE

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10 (E)(7). in compliance with this reporting requirement.

Pursuant to the City Code, § 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of $150,000 to $175,000 per year. Costs are appropriately budgeted.

Attachments

Asphalt Purchases Report

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2021

	Blue Water		Hawkins		Vulcan		Notes
	Binder	*Topping*	*Binder*	*Topping*	*Binder*	*Topping*	
Jul	*$65.00*	*$75.00*	$54.50	$62.50	$55.22	$63.13	
Aug							
Sep							
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2021

Date	Approval	Vendor	Type	Rate	Qty	Total	FY Total
7/29	DH	Hawkins	411-E	$62.50	14.74	$921.25	$921.25
7/31	DH	Hawkins	307-BM	$54.50	54.40	$2,964.80	$3,886.05

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Stones River Water Treatment Plant HVAC Replacement

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase new HVAC units to replace existing units that were identified by the Facilities Management Department as needing replacement.

Staff Recommendation

Approve purchase of HVAC equipment from Trane in accordance with their proposal using Co-Op Contract Number USC 15-JLP-023.

Background Information

The Facilities Management Department conducted a citywide analysis on the current HVAC systems being operated by the city in 2019 and identified units needing replacement. The units needing replacement use R-22 refrigerant and as of December 31, 2019, R-22 is no longer being produced. As a result, it will become more and more difficult to find parts and refrigerant for these older units. Over the next 5-years these units need to be replaced. There is $73,100 budgeted for replacement at the water treatment plant for FY21. All units being replaced were placed into operation prior to 2007. One of the units went out in June 2020 and cannot be repaired.

Trane has been providing service for several years on new HVAC equipment at the water treatment plant. During this period, the Department has been pleased with Trane's support. The Department requested that Trane look at the units needing replacement and provide a proposal based upon an existing Co-op contract.

Trane provided the requested proposal for replacing the six units using Co-op Contract Number is USC 15-JLP-023. The complete scope of their work is located on the attached proposal. The proposal and contract were reviewed by Purchasing and Legal.

Council Priorities Served

Responsible budgeting

Utilizing an existing cooperative contract allows the Department to reduce the administrative burden of purchasing and expedites the purchasing process.

Fiscal Impact

The FY21 capital budget for HVAC unit replacement is $73,100. The cost to replace the six units is $61,794.

Attachments

Stones River Water Treatment Plant HVAC Unit Replacement Proposal

Trane Turnkey Proposal

Turnkey Proposal For:
Stephen Toler
Operations
Murfreesboro City of
111 West Vine
MURFREESBORO, TN 37130 U.S.A.

Local Trane Office:
Trane U.S. Inc. dba Trane
601 Grassmere Park Drive, Suite 10
Nashville, TN 37211-3659

Local Trane Representative:
Michael Sharp
Account Manager
Cell: (615) 351-2906
Office: (615) 242-0311

Proposal ID: 2903599
Quote Number: 13-296144-20-001
Co-op Contract Number: USC 15-JLP-023

Date: July 23, 2020

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Murfreesboro City of reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Murfreesboro City of to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is $61,794.00. This investment will provide Murfreesboro City of with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Murfreesboro City of for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Michael Sharp
Account Manager, Trane U.S. Inc. dba Trane

Prepared For:
Stephen Toler

Date:
July 23, 2020

Job Name:
Murfreesboro Water 2020 Unit Replacements

Proposal Number:
2903599

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Stephen Toler and based on the site surveys performed on July 10, 2020.
Replace six (6) Units

Turnkey Installation of HVAC Equipment

- Demolition and Disposal of Existing Units. Removal of Refrigerant from Units before disposal.
- Install Six (6) Heat Pump Split System Air Conditioning w/ Electric Heat (One – 1.5 Ton Unit, One – 2.5 Ton Unit, One – 4 Ton Unit, Two – 5 Ton Units and One – 7.5 Ton Uni. Condensers will be installed on existing concrete housekeeping pad. Air Handlers will be installed in identical locations as existing unit. (Split System Unit to be Furnished by Trane Company)
- Furnish and Install New Supply Ductwork from Unit to Existing Supply Duct. Minor Ductwork Modifications Only.
- Furnish and Install Air Handlers on Existing Return Plenums. Minor Ductwork Modifications for Units to Position on Plenums.
- Providing Purging (Cleaning) of Existing Refrigerant Piping for the New Refrigerant
- Furnish and Install final connections of existing refrigerant piping to new equipment. Replacement of Arm-a-flex insulation will be provided at the units only.
- Furnish and Install 410-A Refrigerant as required for each system
- Furnish and Install Electrical Power Wiring to the New Unit from the existing electrical service to the existing equipment
- Furnish and Install Low Voltage Control Wiring to the New Unit from the existing low voltage service to the existing equipment.
- Furnish and Install Condensate Drain Pipe to existing Condensate Piping serving the existing equipment
- Provide Commissioning Service for New Equipment including Pressure Test of Refrigerant Line Set, Vacuum of Refrigerant Line Set to below 400 Micron, Proper Refrigerant Charge to New Equipment, Start Up and Proper Operation of Equipment

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Equipment Selections

Tag Data - Odyssey Split System Outdoor Unit (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CU-1	1	7.5 Ton Unitary Split Systems Outdoor	TWA09044AAB—AR / TWE09043AAA--A

Product Data - Odyssey Split System Outdoor Unit

Item: A1 Qty: 1 Tag(s): CU-1

Heat Pump (TWA)
7.5 Tons
R-410A Refrigerant
460/60/3
Single Compressor / Single Circuit
ReliaTel (Heat Pump)
Condenser Coil Hail/Vandal Guard Kit (Fld)
Air Handler
7.5 Ton
R-410A
208-230/60/3
Single Circuit
Standard Motor
18.71/24.92kW (208/230/3/60) (Fld)
1st Year Parts & Labor Warranty

Tag Data - Split System Air Conditioning Units (Small) (Qty: 5)

Item	Tag(s)	Qty	Description	Model Number
C1	CU/AHU-2, CU/AHU-4	2	5 Ton Unitary Split Systems	4TWA4060A4-TEM4A0C60S51S
C2	CU/AHU-3	1	2 Ton Unitary Split Systems	4TWR4024G1-TEM4A0B24S21S
C3	CU/AHU-5	1	4 Ton Unitary Split Systems	4TWA4048A4-TEM4A0C48S41S
C4	CU/AHU-6	1	1.5 Ton Unitary Split Systems	4TWR4018G1-TEM4A0B18S21S

Product Data - Split System Air Conditioning Units (Small)

Item: C1 Qty: 2 Tag(s): CU/AHU-2, CU/AHU-4

4TWA4 Heat Pump Outdoor Unit
5 Ton - Nominal Cooling Capacity
460 Volt 3 Phase 60 Hertz
Multi-poise 4-way
Better, Retail replacement Mid EFF
5 Ton air handler
208-230/1/60
Standard Coil
10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Fld)
External filter rack (TEM) (Fld)
1st Year Parts & Labor Warranty

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Item: C2 Qty: 1 Tag(s): CU/AHU-3

4TWR4 Heat Pump Outdoor Unit
2 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
Multi-poise 4-way
Better, Retail replacement Mid EFF
2 Ton air handler
208-230/1/60
Standard Coil
3.60/4.80 kW Electric Heater with Ckt Brk for 208/240V 1 Phase 60 Hz (Fld)
External filter rack (TEM) (Fld)
1st Year Parts & Labor Warranty

Item: C3 Qty: 1 Tag(s): CU/AHU-5

4TWA4 Heat Pump Outdoor Unit
4 Ton - Nominal Cooling Capacity
460 Volt 3 Phase 60 Hertz
Multi-poise 4-way
Better, Retail replacement Mid EFF
4 Ton air handler
208-230/1/60
Standard Coil
10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Fld)
External filter rack (TEM) (Fld)
1st Year Parts & Labor Warranty

Item: C4 Qty: 1 Tag(s): CU/AHU-6

4TWR4 Heat Pump Outdoor Unit
1.5 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
Multi-poise 4-way
Better, Retail replacement Mid EFF
1.5 Ton air handler
208-230/1/60
Standard Coil
3.60/4.80 kW Electric Heater with Ckt Brk for 208/240V 1 Phase 60 Hz (Fld)
External filter rack (TEM) (Fld)
1st Year Parts & Labor Warranty

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Turnkey systems services not included

- Roof or wall penetration
- Control System Integration/Tie-In
- Upgrades of Electrical Power Wiring and/or Disconnects
- Upgrades of the Control Package and/or Systems
- Upgrades of Vibration Isolation for Condenser and/or Air Handlers
- Fire Smoke Detectors, Sensors or any other fire protection items
- Any items not listed
-

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

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Pricing and Acceptance

Stephen Toler
Operations
Murfreesboro City of
111 West Vine

MURFREESBORO, TN 37130 U.S.A.

Site Address:
Murfreesboro Water Treatment Plant
5528 Sam Jared Drive
MURFREESBORO, TN 37130
United States

Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law)*……$61,794.00

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Michael Sharp
Account Manager
Trane U.S. Inc. dba Trane
(615) 242-0311

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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Michael Sharp	Cell: Office: (615) 242-0311 Proposal Date: July 23, 2020
CUSTOMER ACCEPTANCE Murfreesboro City of	**TRANE ACCEPTANCE** Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Uniform Services Contract

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approval to enter new contract with Unifirst Corporation to provide uniform services.

Staff Recommendation

Approve new contract with Unifirst Corporation.

Background Information

Since 2009, MWRD has contracted with Unifirst Corporation to provide uniform services. Staff has been very satisfied with the products and services provided by Unifirst to date. However, the current contracted expired August 17, 2020. Staff is requesting to continue our relationship with Unifirst and enter into an agreement with Sourcewell (Contract #040920). This contract expires May 22, 2024 and may be extended up to one additional year with written agreement from both parties. The contract will be utilized by MWRD (O&M, AMI, WTP, WRRF, ENGI) and other city-wide departments.

Council Priorities Served

Responsible budgeting

Proper procurement ensures effective cost savings to the department and our customers.

Fiscal Impacts

MWRD's estimated annual costs will be approximately $20,000. The total cost will be based on the actual amount of uniforms ordered by and serviced for the department. The costs associated with this agreement are included in MWRD's approved budget for FY21.

Attachments

Sourcewell Contract – Unifirst Corporation #040920

DocuSign Envelope ID: 0951AD1D-1331-4596-99B1-9176DE861CDB

Sourcewell

Solicitation Number: RFP #040920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will identified as Products or Services in this Contract.

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All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Products and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

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delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Products. In the event of the delivery of nonconforming Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Products with conforming Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Products or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

DocuSign Envelope ID: 0951AD1D-1331-4596-99B1-9176DE861CDB

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

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Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

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Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Products or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 6/18/2020 | 12:51 PM CDT

UniFirst Corporation

DocuSigned by:

By: David M. Katz
C1504866F1CF420...

David M. Katz

Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:07 PM CDT

Approved:

DocuSigned by:

By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Waypoint Network Remediation Services and Equipment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Equipment and services from Waypoint Solutions for SCADA networks remediation.

Staff Recommendation

Approve the purchase of the referenced equipment and services from Waypoint Solutions in the amount of $28,000.

Background Information

Waypoint Solutions conducted a Cybersecurity Penetration test on our SCADA network for both the Water and Wastewater plants earlier this year per the America's Water Infrastructure Act (AWIA). Upon completion of the test there were numerous findings that leave both facilities open to a cyber-attack. One of the items, Cisco ASA (firewall), that is part preventing these attacks is currently 8 years old and obsolete per the manufacturer.

Also, during the conducted test, it was noted that due to the current network topology that a cyber attacker can move laterally through the network with ease. This not only allowed them to maneuver our SCADA networks easily, but it also allowed them access our Enterprise/Business network and servers as well.

Replacing the current obsolete equipment and reconfiguring our SCADA network topology will lower our risk of infiltration from cyber-attackers.

Council Priorities Served

Maintain public safety

By protecting our facilities from cyber-attacks and infiltration we lower the risk of endangering public safety. Infiltration into either facility could lead to poisoning of drinking water, damages to the environment, or worse.

Fiscal Impact

Funding for the support would come from FY20 budget reserve accounts for water and wastewater. Cost of equipment and services is $28,000.

Attachments

Waypoint Network Remediation Services and Equipment Quote

QUOTE

Number AAAQ8299

Date Aug 19, 2020

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

Murfreesboro Water Resources
Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:
Email rpotts@murfreesborotn.gov

Ship To

Murfreesboro Water Resources
Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:
Email rpotts@murfreesborotn.gov

Account Manager

Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	1	Scada Firewall Refresh and Network Remediation Project - See SoW for Details	$11,600.00	$11,600.00

SubTotal	$11,600.00
Tax	$0.00
Shipping	$0.00
Total	**$11,600.00**

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Created on 08/19/20 14:14:44 by Waypoint Business Solutions, LLC

QUOTE

Number AAAQ8298

Date Aug 19, 2020

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

Murfreesboro Water Resources
Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:
Email rpotts@murfreesborotn.gov

Ship To

Murfreesboro Water Resources
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USA

Phone (615) 890-0862 ext:
Email rpotts@murfreesborotn.gov

Account Manager

Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

NCPA

NCPA01-42

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	2	CS-CITY OF MURFREESBORO-FortiGate-80E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Enterprise Protection	$5,074.08	$10,148.16
2	1	CS-CITY OF MURFREESBORO-Base license for stackable FortiAnal yzer-VM; 1 GB/Day of Logs and 500 GB storage capacity. Unlim	$1,375.00	$1,375.00
3	1	CS-CITY OF MURFREESBORO-Upgrade license for adding 1 GB/Day of Logs and 500 GB storage capacity	$458.34	$458.34
4	1	CS-CITY OF MURFREESBORO-FortiAnalyzer-VM Support 5 Year 24x7 FortiCare Contract (for 1-6 G B/Day of Logs)	$3,725.49	$3,725.49

SubTotal	$15,706.99
Tax	$0.00
Shipping	$0.00
Total	**$15,706.99**

Please contact me if I can be of further assistance.

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Created on 08/19/20 16:24:05 by Waypoint Business Solutions, LLC

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: WRRF Task Order - Irrigator Repairs

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider tasking John Bouchard & Sons (JB&S) with the repair of one of the WRRF's travelling irrigators.

Staff Recommendation

Approve Task Order 20-05 for the repair of one of the WRRF's VR-4 Ocmis irrigators by John Bouchard & Sons Co. at a cost of $12,330.

Background Information

The Department owns the Jordan farm off Leanna Road and the much larger Coleman Farm off Central Valley Road. They were purchased to play a significant role toward ensuring compliance with the City's U.S. EPA discharge permit via high volume land irrigation of treated water from the WRRF. Additionally, these large traveling irrigators will utilize the pipeline extension at the Coleman Farm.

The Task Order will be under the Department's standing Water-Wastewater Mechanical-Electrical services contract with JB&S.

Council Priorities Served

Maintain public safety

The infrastructure at the Water Resource Recovery Facility's Department owned Jordan and Coleman farms supports the discharge of excellent quality of water that safely enhances the public environment.

Fiscal Impact

The repair of the WRRF's Irrigator is requested to be funded from the Department's working capital reserves in the amount of $12,330.

Attachments

Task Order 20-05

. . .

TASK ORDER NO. 20-05

August 7, 2020

BETWEEN

JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Resources Department

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2020 through June 6, 2021

FOR

WRRF Travelling Irrigator Repairs

Task Order No. 20-05

WRRF Large Travelling Irrigator Repairs

BACKGROUND

Maintenance staff with advice from the manufacturer determined that the repairs to one the WRRF's Large Travelling Irrigators is complex and specialized to the point that utilizing the expertise of John Bouchard & Sons staff is the best option for performing this work.

SCOPE OF WORK

- Transport Unit to and fr4om workshop
- Disassemble unit and remove drive gear
- Weld new gear in place
- Reinstall spool

Large Travelling Irrigator Repair			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	16	$75.00	$1,200.00
Project Mgr (OT)		$110.00	$0.00
Superintendent (RT)		$67.00	$0.00
Superintendent (OT)		$100.50	$0.00
Pipefitter/Welder (RT)		$52.00	$0.00
Pipefitter/Welder (OT)		$78.00	$0.00
Sprinkler Fitter (RT)		$44.00	$0.00
Sprinkler Fitter (OT)		$66.00	$0.00
Electrician (RT)		$52.00	$0.00
Electrician (OT)		$78.00	$0.00
Apprentice/Helper (RT)		$37.00	$0.00
Apprentice/Helper (OT)		$55.50	$0.00
Expediter/Delivery (RT)		$29.00	$0.00
Expediter/Delivery (OT)		$43.50	$0.00
Machine Shop Millwright (RT)	150	$60.00	$9,000.00
Machine Shop Millwright (OT)		$90.00	$0.00
HVAC/Plb Service Tech (RT)		$66.00	$0.00
HVAC/Plb Service Tech (OT)		$99.00	$0.00
Air Compressor Tech (RT)		$66.00	$0.00
Air Compressor Tech (OT)		$99.00	$0.00
Laborer - Skilled (RT)		$32.00	$0.00
Laborer - Skilled (OT)		$48.00	$0.00
Laborer - Unskilled (RT)		$23.00	$0.00
Laborer - Unskilled (OT)		$34.50	$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder	16	$15.00	$240.00
Power Threader		$10.00	$0.00
Mini/Midi Hammer		$10.00	$0.00
Variable Reach Forklift		$27.00	$0.00
Pickup Truck	16	$15.00	$240.00
Scissor Lift		$19.00	$0.00
Skid Steer		$25.00	$0.00
Boom Man Lift		$29.00	$0.00
Cat 420D Backhoe		$34.00	$0.00
Street Plate		$7.00	$0.00
185 CFM Compressor		$15.00	$0.00
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		$21.00	$0.00
Total Station EDM		N/A	
15 ton Boom Truck*		$115.00	$0.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		$12.00	$0.00
6" Hydraulic Pump		$17.00	$0.00
Materials & Subcontractors			
Materials			
Welding rods, Misc. Shop Supplies, etc....			$1,500.00
Markup on Material & Subcontractors		10.00%	$150.00
	TOTAL ESTIMATE		**$12,330.00**

Contractor:

John Bouchard and Sons Company

By: _____

Name: David Proctor

Title: Project Manager

Date: _____

City:

City of Murfreesboro

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

Approved as to Form: _____

Roman Hankins, Assistant City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Amending the Victory Station PUD south of Franklin Road [Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Amend the Victory Station PUD on approximately 32.6 acres located south of Franklin Road and east of Rucker Lane.

Staff Recommendation

Enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

Background Information

Swanson Development, LP presented a zoning application [2020-407] to amend the Victory Station PUD (Planned Unit District) zoning on approximately 32.6 acres located south of Franklin Road. During its regular meeting on July 8, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On August 20, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This zoning amendment will create additional flexibility regarding the permitted uses in this PUD as the owner attempts to market the property, potentially creating jobs and generating increased property and sales tax revenues upon development.

Attachments:

Ordinance 20-OZ-25

APPROVED AS TO FORM BY
CITY ATTORNEY ON 7/15/2020

ORDINANCE 20-OZ-25 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 32.6 acres in the Planned Unit Development (PUD) District located south of Franklin Road and east of Rucker Lane (Victory Station PUD) as indicated on the attached map; Swanson Development, LP, applicant [2020-407].

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 purposes of revising the list of permitted uses and formally adding to the PUD the building located at 3781 Franklin Road.

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:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Adam F. Tucker
City Attorney

SEAL

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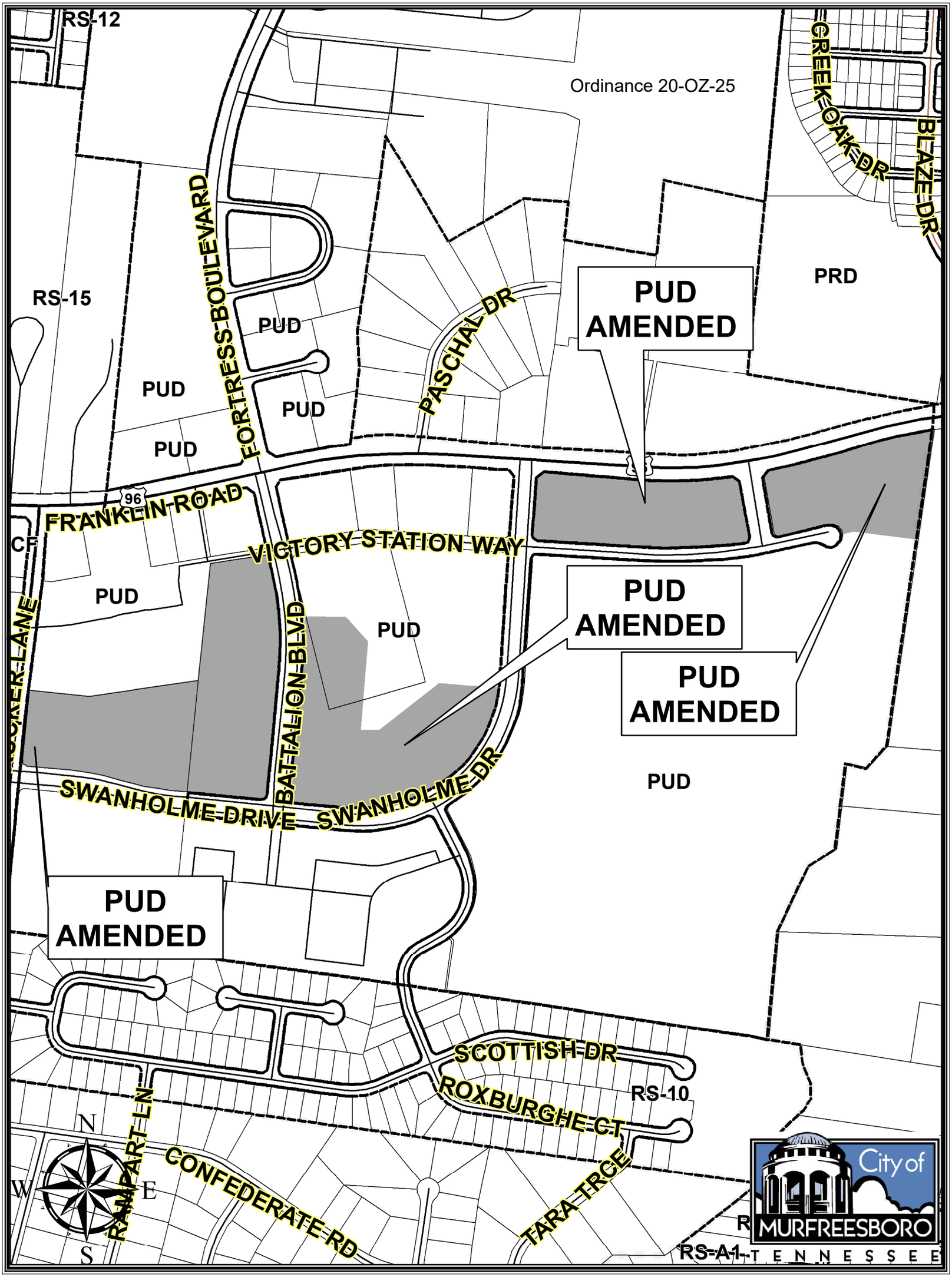
RS-12
Ordinance 20-OZ-25
CREEK OAK DR
BLAZE DR
PRD
RS-15
PUD
AMENDED
PUD
PUD
PUD
PUD
FORTRESS BOULEVARD
PASCHAL DR
FRANKLIN ROAD
96
VICTORY STATION WAY
CF
PUD
PUD
PUD
AMENDED
PUD
AMENDED
BATTALION BLVD
SWANHOLME DRIVE
SWANHOLME DR
PUD
PUD
AMENDED
SCOTTISH DR
ROXBURGHE CT
RS-10
RAMPART LN
CONFEDERATE RD
TARA TRCE
RS-A1
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City of
MURFREESBORO
TENNESSEE

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title:	Amending the Zoning Ordinance [Second Reading]
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Amend *Section 26: Off-Street Parking, Queuing, and Loading* of the Zoning Ordinance.

Staff Recommendation

Amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the Zoning Ordinance amendment.

Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2020-803] pertaining to *Section 26: Off-Street Parking, Queuing, and Loading*, regarding off-site parking agreements, joint parking agreements, and other miscellaneous items. During its regular meeting on July 8, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On August 20, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The proposed ordinance amendment adds clarity and flexibility to the regulations pertaining to off-site parking agreements, potentially removing a regulatory roadblock for businesses looking to develop in Murfreesboro.

Establish Strong City Brand

This amendment seeks to make provisions in single-family attached and multi-family residential developments to allow for garage parking to be counted toward minimum parking requirements, encouraging garages in these types of developments and minimizing driveway and on-street parking, thereby creating a cleaner streetscape with less visual clutter.

Expand Infrastructure

The proposed ordinance amendment seeks to ensure that developments will have

adequate infrastructure in place for vehicular parking.

Attachments:

Ordinance 20-O-26

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ORDINANCE 20-O-26 amending Murfreesboro City Code Appendix A—Zoning, Section 26, regarding off-street parking, queuing, and loading, City of Murfreesboro Planning Staff, applicant. [2020-803]

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

SECTION 1. Appendix A, Section 26, Off-Street Parking, Queuing and Loading, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

"SECTION 26. OFF-STREET PARKING, QUEUING, AND LOADING.

(A) *Purpose.* The off-street parking, queuing, and loading requirements and the regulations of such parking, queuing, and loading set forth in this section are designed to alleviate and prevent congestion in the streets.

(B) *Application of regulations.*

(1) *Effective Date*: The effective date of this Section 26 shall be _____. [insert the effective date of this ordinance]

(2) *Existing, new, changed, and expanded uses.*

(a) No building, structure, or use lawfully established prior to the effective date of this section shall be required to comply with the provisions of this section except as hereinafter provided.

(b) All buildings and structures erected and uses established after the effective date of this section shall comply with the provisions of this section, provided, however, that if a building permit was issued prior to the effective date of this section and construction is begun within one year of the date of such permit, the parking and loading regulations in effect on the date such permit was issued shall apply.

(c) If any building or structure is increased by the addition of dwelling units, gross floor area, seating capacity, or any other measure of increased parking intensity as measured by Chart 4 after the effective date of this section, the provisions of this section shall only apply to the extent of such increase.

(d) If the existing use of a building or structure shall be changed to a new use, as measured by Chart 4, such new use shall comply with the provisions of this section; provided, however, that if the existing use is located in a building or structure existing on the effective date of this section, additional parking, queuing, or loading requirements shall be required only in the amount by which the requirements for the new use exceed the amount required for the existing use if such existing use were subject to the provisions of this section.

(e) Any conforming or legally nonconforming building, structure, or use which is in existence on the effective date of this section, which is subsequently damaged or destroyed and thereafter reconstructed, re-established or repaired may maintain the same amount of parking and loading which existed on the date of the damage or destruction, provided, however, if such damage or destruction exceeds seventy-five percent (75%) of the value of such building, structure or use, then the parking, queuing, and loading requirements of this section shall apply.

(f) Upon the effective date of this section no existing parking space, parking lot, queuing space, or loading space shall be reduced in size or number below the requirements of this section.

(3) *CBD district exemption.* The provisions of this section shall not apply to any building, structure, or use located in the CBD zoning district.

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(C) *Regulations Applicable to Parking Spaces and Parking Lots.*

(1) *Location of required parking spaces.* Except as may otherwise be provided in this article, the off-street parking spaces required by this section shall be located as provided in this subsection (C). Where a distance is specified, such distance shall be measured from the nearest point of the parking lot to the nearest point of the building structure or uses served by such parking lot.

(a) *Single-family attached, single-family detached, and duplex residential uses.*

[1] Required parking spaces shall be located on the same lot as the structure to which they are accessory.

[2] Access to one parking space through another parking space is permitted provided that the lot does not front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time.

[3] Four required parking spaces per dwelling unit may be located in the required front yard provided that the lot does not front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time.

[4] Lots that front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time shall have parking located to the side or rear of the proposed structure, shall be permitted to have no more than one required parking space in the required front yard, and shall have the parking designed such that backing into the street is not required in order to exit the on-site parking. Provided further that backing from the street in order to gain access to required parking is prohibited.

[5] Parking spaces within garages, whether attached to or detached from the principal structure, shall not be considered as required parking spaces for the purposes of this section. However, within the RM-12, RM-16, RS-A, Type 1, RS-A, Type 2, and RS-A, Type 3 zones parking spaces within garages for single-family detached and single-family attached structures may be considered as required parking for purposes of this section provided such spaces are restricted to use for parking of automobiles (and not for the parking or storage of boats, recreational vehicles, trailers, equipment, household items, or any other items if such parking or storage would preclude the parking of the requisite number of vehicles), and that such restriction is reflected in a legal instrument or instrument(s) in form suitable for recording and approved by the Planning Director and the City Attorney. Where parking spaces within garages have been approved to meet minimum parking requirements, the interior of two-car garages from wall to wall shall have minimum dimensions of 19 ft., 4 inches wide by 20 ft. deep and the interior of one-car garages from wall to wall shall have minimum dimensions of 11 ft., 4 inches wide by 20 ft. deep.

(b) *Multi-family residential, and nonresidential uses.*

[1] Required parking spaces shall be located on the same lot or, if located off- site, on land within five hundred feet of the building, structure or use served; provided that such off-site parking complies with the following requirements:

[aa] Such off-site parking spaces are located within a zoning district which would permit the use to which such parking is accessory,

[bb] The person proposing the use of off-site parking to meet the required off-street parking spaces files a written application with the Planning Director setting forth the following information:

(i) the names, addresses, telephone numbers and other contact

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information for the applicant and the owner of land proposed for off-site parking;

(ii) the uses which will utilize and which will provide the proposed off-site parking spaces, the number of parking spaces required by Chart 4 for each use, the number of off-site parking spaces to be provided, and evidence the number of parking spaces to be provided are surplus and will not create a parking deficit for the use providing the off-site parking spaces; and

(iii) any other information required by the Planning Director as reasonably necessary in order to make a determination in the matter.

[cc] Within thirty (30) days after a complete application is filed, the Planning Director shall determine whether utilization of the proposed off-site parking spaces will be allowed and shall so notify the applicant in writing.

[dd] The provisions of the approved off-site parking arrangement shall be incorporated into a written agreement signed by both parties that will remain in place until either [i] business circumstances justify modification or elimination of the arrangement or [ii] alternative parking arrangements are provided, which modification, elimination, or alternative arrangements must be approved by the Planning Director. The agreement must be in form suitable for recording and approved by the Planning Director and the City Attorney before it becomes effective. Premature termination or unauthorized modification to the terms of the approved agreement shall be considered a violation of this article.

[2] Parking spaces or access aisles for parking spaces of multi-family dwellings located in the RM-12 and RM-16 districts shall not be located within a required front yard.

[3] Vehicles used in connection with a non-residential use for deliveries or transportation of patrons or tenants, and referred to as business vehicles for purposes of this section, may be parked on-site, provided that space(s) for parking for such business vehicles shall not count towards required parking. The number of required spaces for business vehicles shall be as provided in Chart 4 REQUIRED OFF-STREET PARKING AND QUEUING SPACES BY USE.

(2) *Computation of required parking spaces.*

(a) When computation of the number of required parking spaces results in a fractional space, any fraction up to and including one-half (½) shall be disregarded and fractions over one-half (½) shall require one parking space.

(b) When parking spaces are computed on the basis of the number of employees or students, the maximum number present at any one time shall govern.

(c) In determining the minimum number of parking spaces required under this article, accessible parking spaces required under state or federal law shall not be considered.

(d) Parking spaces within garages for multi-family structures may be considered as required parking for purposes of this section provided such spaces are used for parking of automobiles (and not for the parking or storage of boats, recreational vehicles, trailers, equipment, household items, or any other items if such parking or storage would preclude the parking of the requisite number of vehicles), and that such spaces shall be included in the leases for individual units and shall not be leased separately. In addition, a written commitment from the developer must be provided at the time of site plan approval stating that the garages will be managed to ensure that the garages will be used as required above. Where parking spaces in garages have been approved to meet

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minimum parking requirements, the interior of two-car garages from wall to wall shall have minimum dimensions of 19 ft., 4 inches wide by 20 ft. deep and the interior of one-car garages from wall to wall shall have minimum dimensions of 11 ft., 4 inches wide by 20 ft. deep. Parking spaces within garages for multi-family residential structures that are also classified as single-family attached residential structures (e.g., townhomes) shall be regulated by Section 26(C)(1)(a)[5] of this article.

(e) For purposes of determining the number of required parking spaces for a Specialty Restaurant or a Limited-Specialty Restaurant located as a tenant in a retail center with multiple tenants such use shall be considered as a Retail Shop, provided however, that the number of queuing spaces for a drive-up window shall be 10 queuing spaces for each drive-up window associated with the use.

(f) Parking spaces shall be provided in accordance with the ratios set forth in Chart 4, Required Off-Street Parking and Queuing Spaces by Use, for all outdoor dining areas for the following uses, irrespective of whether or not they are located in a multi-tenant building:

bar or tavern;

restaurant, night club, tavern or cocktail lounge; restaurant, drive-in;

restaurant, specialty; restaurant, specialty-limited;

Such parking spaces shall be in addition to the number of parking spaces required for the building itself.

(g) *Non-residential uses; joint use of required parking spaces.* Joint use of up to one hundred percent (100%) of required off-street parking spaces shall be permitted for two or more uses located in the same or different buildings or structures, whether or not located on the same lot or parcel, and whether or not under the same ownership, subject to the following requirements:

[1] the lots or parcels are adjacent or within five hundred feet of each other and the zoning of both allows the uses that will utilize the proposed joint parking arrangement; and,

[2] the persons proposing the joint use of required off-street parking spaces file a joint written application with the Planning Director setting forth the following information:

[aa] the names, addresses, and telephone numbers of the applicants;

[bb] the ownership and location of the off-street parking spaces proposed to be jointly used;

[cc] the uses which will jointly use the required off-street parking spaces, the hours of operation of each such use, the number of parking spaces required for each use, and the number of required parking spaces proposed to be jointly used; and,

[dd] any other information required by the Planning Director reasonably necessary in order to make a determination in this matter.

[3] Within thirty (30) days after such complete application is filed, the Planning Director shall determine whether such joint use of required off-street parking spaces will be allowed, and shall in writing notify the applicants thereof.

[4] The provisions of the approved joint use arrangement shall be incorporated into a written agreement that will remain in place until either:

[aa] business circumstances justify modification or elimination of the arrangement or

[bb] alternative parking arrangements are provided, which modification, elimination, or alternative arrangements must be approved by the Planning Director. The agreement must be in form suitable for recording and approved by the Planning Director and the City Attorney before it becomes effective. Premature

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termination or unauthorized modification to the terms of the approved agreement shall be considered a violation of this article.

(4) *Regulations applicable to parking voluntarily established.* Any parking spaces, parking areas, parking aisles, parking lots, or maneuvering areas established, whether required by this section or not, shall comply with the provisions of this section as regards design and construction.

(5) *Prohibition of using parking spaces for another use.* Any land designated for required off-street parking shall not be used for any other purpose, including but not limited to the display and/or storage of equipment, materials, or products for sale, until alternate or replacement off-street parking spaces are established for the building, structure, or use served by the parking spaces located on such land.

(6) Dimensions of parking spaces and aisles.

(a) *Dimensions of non-accessible off-street parking spaces.* Non-accessible off-street parking spaces shall be of the dimensions as shown on Chart 3 of this article, provided that, except in the City Core Overlay District, no more than twenty (20%) percent of the total number of on-site non-accessible parking spaces provided shall be 8.5 ft. in width.

(b) *Dimensions of accessible off-street parking.* Accessible parking spaces shall be designed in accordance with the accessibility code then in effect in the State of Tennessee.

(7) *Design standards.* Parking lots shall be designed, constructed, and maintained in accordance with the following minimum standards and requirements:

(a) The design requirements for non-accessible parking spaces and aisles located within a parking lot are set forth on Chart 3. Subject to compatibility with overall access and circulation configuration, the applicant for permits and approvals required by this section shall choose any one of the parking angles and stall widths for such spaces as are indicated on Chart 3, provided that, except in the City Core Overlay District, no more than twenty (20%) percent of the total number of on-site non-accessible parking spaces provided shall be 8.5 ft. in width. The regulations opposite such parking angle and stall widths shall apply to the development of the parking lot.

(b) Parking lots, loading spaces, and maneuvering areas shall be surfaced with asphalt, concrete, or other hard surface dustless material and be so constructed to provide for adequate drainage and prevent the release of dust into the atmosphere and sediment into the storm drainage system in accordance with applicable codes and standards. Gravel and bituminous surface treatment may only be permitted for wrecker service storage yards or areas used for materials or equipment storage, only after approval from the Development Services Division.

(c) Parking lots and maneuvering areas shall be designed, landscaped, and screened in accordance with the requirements of Sections 24 and 27 of this article (Appendix A – Zoning).

(d) Continuous curbing shall be provided around all parking lots or parking lot expansions in order to protect landscape areas and other site elements.

(e) Lighting used to illuminate off-street parking lots shall be sufficient so as to provide for the safety and security of motorists and pedestrians and shall be so arranged to prevent direct glare onto any public or private property or streets in accordance with applicable codes and standards.

(f) The design requirements for accessible parking spaces and aisles located within a parking lot shall be as required in the accessibility code then in effect in the State of Tennessee.

(g) Parking lots shall be designed so that backing into any queuing lanes or queuing spaces for drive-thru windows or other drive-thru/drive-up elements of a site shall not be necessary in order to exit parking spaces.

(8) *Number of parking spaces.*

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(a) The number of non-accessible parking spaces required for specific uses is set forth on Chart 4; the number of accessible parking spaces shall be as set forth in the accessibility code then in effect in the State of Tennessee.
(b) In single-family residential and duplex zoning districts, no more than six parking spaces per dwelling unit, excluding parking spaces within garages, shall be allowed.
(c) For uses not expressly listed on Chart 4, parking spaces shall be provided on the same basis as required for the most similar listed use, as determined by the Planning Director pursuant to the Planning Director's authority to interpret the provisions of this article (Appendix A – Zoning).
(d) For special permit uses requiring approval by the Board of Zoning Appeals, the BZA may require more parking than the minimum requirements of this section.

(D) *Regulations applicable to off-street queuing and drive-up/drive-thru lanes.*
(1) *Location of required queuing spaces and drive-up/drive-thru lanes.* Queuing spaces and drive-up/drive-thru lanes shall be located on the same lot as the use, building, or structure to which they are accessory and shall not extend onto any adjacent lot or into any public right-of-way. No queuing space or drive-up/drive- thru lanes shall be located in a required front yard.
(2) *Designation and use.* Required queuing spaces or the drive-up/drive-thru lanes to which they are accessory shall be designated as such and shall only be used for queuing or drive-up/drive-thru purposes.
(3) *Computation of the number of required queuing spaces.* The number of required queuing spaces required for specific uses is set forth on Chart 4. For uses not expressly listed on Chart 4, queuing spaces shall be provided on the same basis as required for the most similar listed use, as determined by the Planning Director pursuant to the Planning Director's authority to interpret the provisions of this article (Appendix A – Zoning). For special permit uses requiring approval by the Board of Zoning Appeals, the BZA may require more queuing than the minimum requirements of this section.
(4) *Regulations applicable to queuing spaces and drive-up/drive-thru lanes voluntarily established.* Any queuing space or drive-up/drive-thru lane, whether required by this section or not, shall comply with the provisions of this section as regards design and construction.
(5) *Design standards.*
(a) Drive-up/drive-thru lanes that are accessory to buildings with drive-up windows or drive-up tellers shall be designed to circulate one-way in a counterclockwise direction.
(b) Queuing spaces and drive-up/drive-thru lanes shall be designed so that their use does not conflict with the use of on-site parking spaces, other site elements, or on-site circulation.
(c) Drive-up/drive-thru lanes that are accessory to buildings with drive-up windows shall be designed to include a one-way by-pass lane available to users should they seek to remove themselves from the drive-up/drive-thru lane.
(d) Drive-up/drive-thru lanes that are accessory to a building with drive-up windows or other such facilities shall be designed with a landscape area between the drive-up/drive-thru lanes and the building to which it is accessory except on the side of the building that contains the drive-up window or other such facility. This area shall be planted with shrubs and trees in accordance with Section 27 of Appendix A – Zoning. The landscape area may be used for menu boards to the extent otherwise permitted by this article and other regulations of the City.
(e) Queuing spaces shall be a minimum of ten (10) feet in width and a minimum of twenty (20) feet in length. Drive-up/drive thru lanes shall be a minimum of ten (10) feet wide. A one-way by-pass lane shall be a minimum width of eleven (11) feet wide.

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(E) *Regulations applicable to off-street loading.*

(1) *Location of required loading spaces.* Loading spaces shall be located on the same lot as the building or structure to which they are accessory. No loading space shall be located in a required front yard.

(2) *Designation and use.* Each required loading space shall be designated as such. A loading space may be used for other purposes provided it is available as a loading space when needed for such use.

(3) *Computation of the number of required loading spaces.*

(a) In the computation of the number of required loading spaces, floor area shall be deemed to include the gross area of the floor area devoted to a particular use and any use incidental thereto, which floor area shall be measured along the interior faces of the walls or partitions which surround the perimeter of the space the use occupies.

(b) If a building is devoted to more than one use, the number of loading spaces required shall be computed separately on the basis of the floor area occupied by each such use.

(4) *Loading; design and maintenance.*

(a) *Dimensions.* Required off-street loading spaces shall not be less than ten feet in width and shall have an unobstructed vertical clearance of not less than fourteen feet. The minimum length of loading spaces shall be fifty feet.

(b) *Surfacing and drainage.* Loading spaces and maneuvering areas related thereto shall be surfaced with asphalt, concrete, or other hard surface dustless material and be so constructed to provide for adequate drainage and to prevent the release of dust.

(5) *Required number of loading spaces.* The number of loading spaces required for specified categories of uses is set forth on Chart 5."

SECTION 2. 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:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
_____
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Step System Approval – Compton Rd North of Emery Rd

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Request approval of the installation of a STEP system for the property (73.5 acres off Compton Rd. near Emery Rd.) as a means of sewage treatment and disposal. Note: that subject property is already incorporated in the City limits.

Staff Recommendation

Approval of the STEP system contingent upon meeting MWRD's Design Guidelines.

Background Information

Staff has received a request from Huddleston Steele Engineering, Inc. on behalf of Chad Christianson, for MWRD to approve and accept ownership of a step system as the means for sewage treatment. The property was annexed in 2006. The property is along Compton Road just north of Emery Road. It is approximately 73.5 acres and attached is a preliminary layout for the development. The development anticipates 150 lots at approximately 10 – 12,000 sq. ft. lots.

This property was originally approved to be served with portions of gravity sewer (off-site & on-site), sewer pump station and forcemain at the time of annexation. The development of the property never occurred possibly due to the developer not being able to acquire the necessary off-site sewer easements. Due to the amount and density of the developments since this time downstream of the property, all inquiries for the development of the property within the last two years have been given the option of developing the property with a STEP system or waiting until the construction of the North East Regional Pump Station (NERPS).

<u>Other previously approved Step System locations:</u>

Manchester Highway (Ole South–Mankin Pointe)	July 2016	In Operation
Veals Rd (Randy Friedsom)	Aug/Oct 2017	On Hold
Veals Rd/Bradyville Pk(Ole South–Carter's Retreat)	Dec 2017	Under Design
John-Bragg Hwy(Larry Elliott–Farmhouse Apts)	Sept 2018	Under Design
Veals Road (Hall Family)	Sept 2018	On Hold
Compton (South of) @ Emery Rd.	Apr 2018	On Hold

Council Priorities Served

Expand infrastructure

With the approval of a step system as an alternate means of disposal, the Department can expand sewer service without consuming capacity in our existing collection system sewer infrastructure or Water Resource Recovery Facility.

Operational Issues

STEP systems will require commensurate operations and maintained requirements to that of a conventional sanitary sewer collection system.

Fiscal Impact

The step system installation is the financial responsibility of the developer, whom will dedicate the system to the Department for operation and maintenance.

Attachments

1. Request Letter
2. Master Plan
3. GIS Exhibits (3)

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

August 19, 2020

Murfreesboro Water Resources Department
Attn: Valerie Smith
220 Northwest Broad Street
Murfreesboro, TN 37130
Email: vsmith@murfreesborotn.gov

Re: The Arbors at Compton
Tax Map 68, Parcel 18.00
Compton Road
Murfreesboro, TN

Dear Ms. Smith:

We hereby request that the Murfreesboro Water Resources Department allows the above-referenced property to be served by a STEP system. The property is already annexed into the City and is zoned PRD for 208 single-family lots. However, we will only be developing 158 lots by using 9.62 acres of suitable soil (see attached map).

Feel free to contact us if you have any questions or comments.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

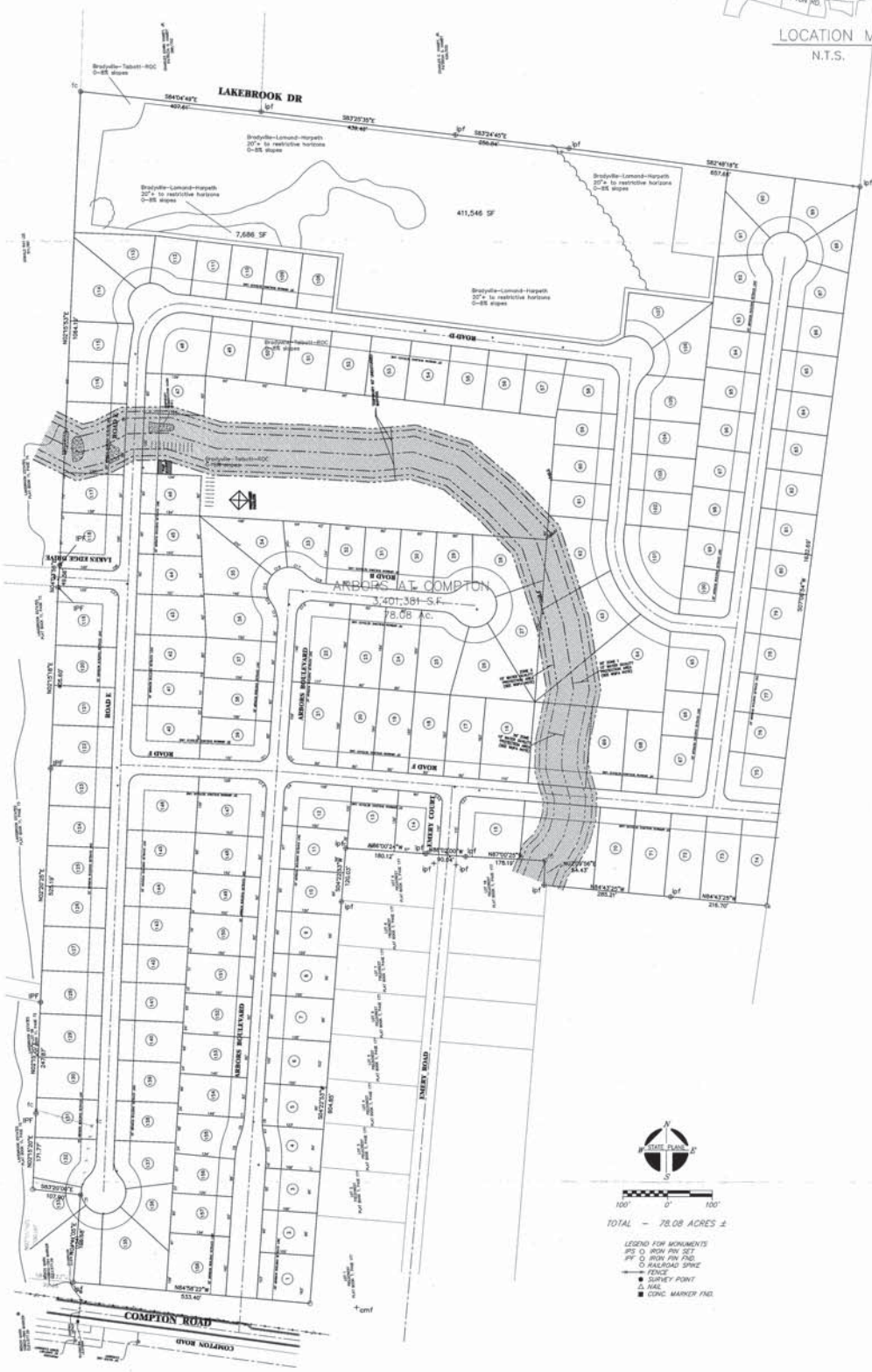
William H. Huddleston IV, P.E., R.L.S.

LEGEND

- Ø Power Pole
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Reducer
- Proposed Gate Valve & Box
- Concrete Thrust Block
- —W— Existing Water Line
- —W— Proposed Water Line
- —S— Existing Sanitary Sewer Line
- —S— Proposed Sanitary Sewer Line
- Existing Manhole
- Proposed Manhole
- —CD— Sewer Line Check Dam
- —00— Existing Contours
- —00— Proposed Contours
- 00.0 Existing Spot Elevations
- 00.0 Proposed Spot Elevations
- —SF— Siltation Fence (to be installed before grading and left in place until a good stand of grass is established over all disturbed areas.)
- —SF— INIT. MEAS. Siltation Fence (Initial Measure)
- —SF— ONCE CONST. Siltation Fence (Once Constructed)
- Turf Reinforcement Mat
- Stone Check Dam

NOTES

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
2. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.



LOCATION MAP
N.T.S.

TOTAL – 78.08 ACRES ±

LEGEND FOR MONUMENTS
IPS O IRON PIN SET
IPF O IRON PIN FND.
O RAILROAD SPIKE
FENCE
SURVEY POINT
NAIL
CONC. MARKER FND.

GLOBAL POSITION SYSTEM SURVEY NOTES

1. The topographic portion of this survey was performed using the following global positioning system (GPS) survey equipment: TOPCON Hiper Plus-Model #01-840-01 (Dual frequency). The GPS portion of this survey was performed using RTK (Real-Time Kinematic) surveying methods. The topographic features shown were obtained by using the TDOT CORS network for horizontal and for vertical control.
2. The relative positional accuracy is stated in the Category "V" survey certification located above the surveyor's seal on this drawing.
3. The dates that fieldwork was performed for this survey were: 03/20/2019
4. The datum(s) for the TDOT CORS Station Control Point that was used
   HORIZ.: NAD83(2011) EPOCH 2010
   VERT.: NAVD 1988
5. Fixed Control Station designation with published data:
   TDOT CORS STATION-TN38
   STATE PLANE (TN 4100-US SURVEY FT.– NORTHING: 569,154.86
   EASTING: 1,837,086.15
   ELEVATION: 558.34 FT.
6. Fixed Control Station designation with RAW file data:
   TDOT CORS STATION-TN38
   STATE PLANE (TN 4100-US SURVEY FT.– NORTHING: 569,154.8786
   EASTING: 1,837,086.078
   ELEVATION: 558.25 FT.
7. Geoid model used– GEOID09
8. Combined grid factors for TDOT CORS Station TN38: 0.99992680 (STATE PLANE–TN 4100–US SURVEY FT.)

OWNER: CHAD CHRISTENSEN
ADDRESS: 1229 COMPTON RD.
MURFREESBORO, TN 37130
TAX MAP: 68 PARCEL: 18.00
DEED BOOK: 82, PAGE: 204
FLOOD MAP PANEL: 47149 C0161 H ZONES: AE & X
FLOOD MAP DATED: JANUARY 5, 2007
FLOOD MAP PANEL: 47149 C0162 H ZONES: AE & X
FLOOD MAP DATED: JANUARY 5, 2007

NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOWN AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.

I HEREBY CERTIFY THAT THIS IS A CATEGORY "IV" SURVEY AND THE PRECISION OF THE GPS PORTION OF THIS SURVEY IS 1:10,000 AS SHOWN HEREON AND THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS

#	DATE	REVISION DESCRIPTION

WILLIAM H. HUDDLESTON IV
TENNESSEE No. 1430

GRID ONLY

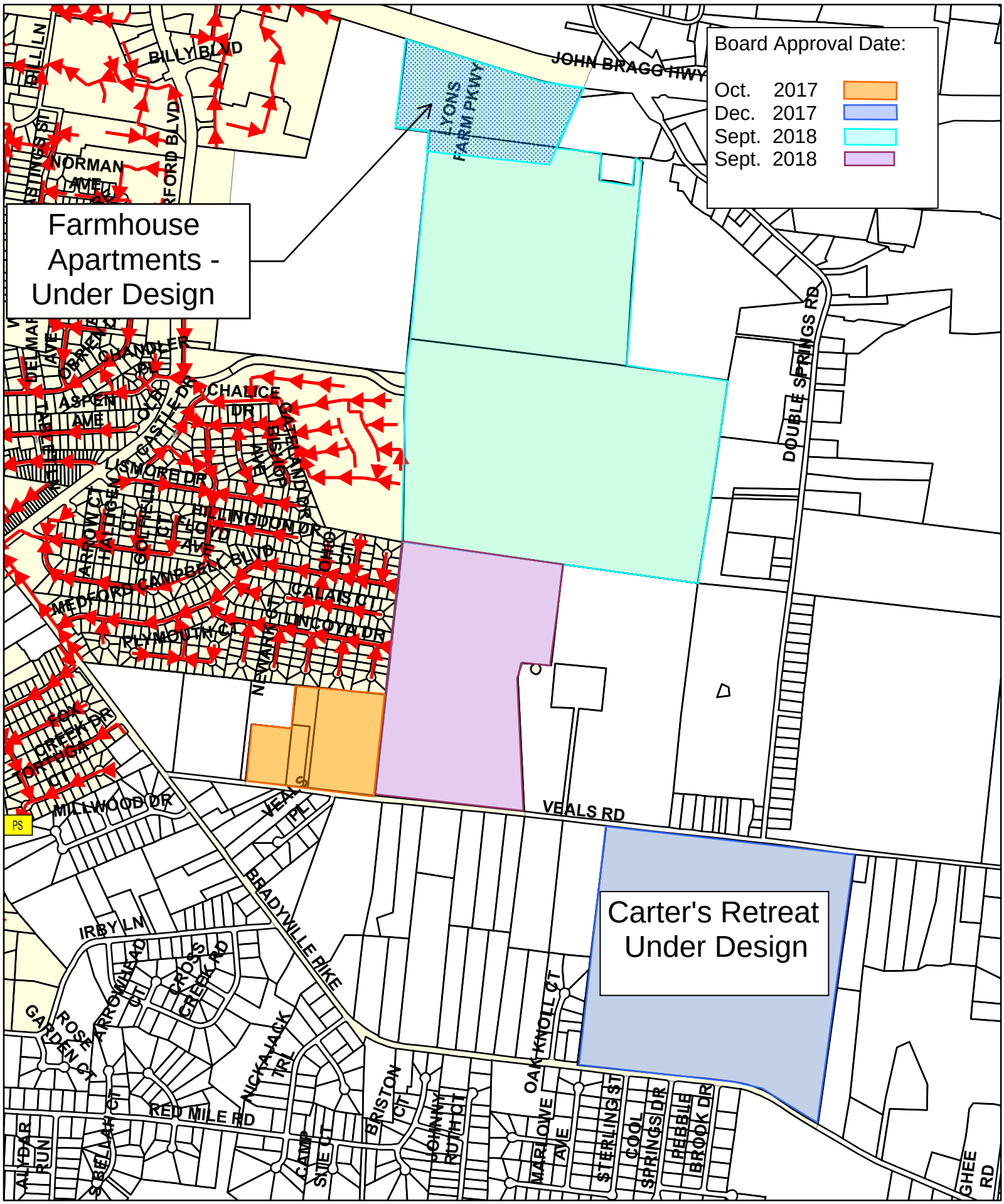
HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE (615)893 – 4084, FAX (615)893 – 5080

SOIL GRID

THE ARBORS AT COMPTON

21ST CIVIL DISTRICT – RUTHERFORD COUNTY – TN.

DATE: JUNE, 2019 | SCALE 1"=100' | SH. 1 OF 1



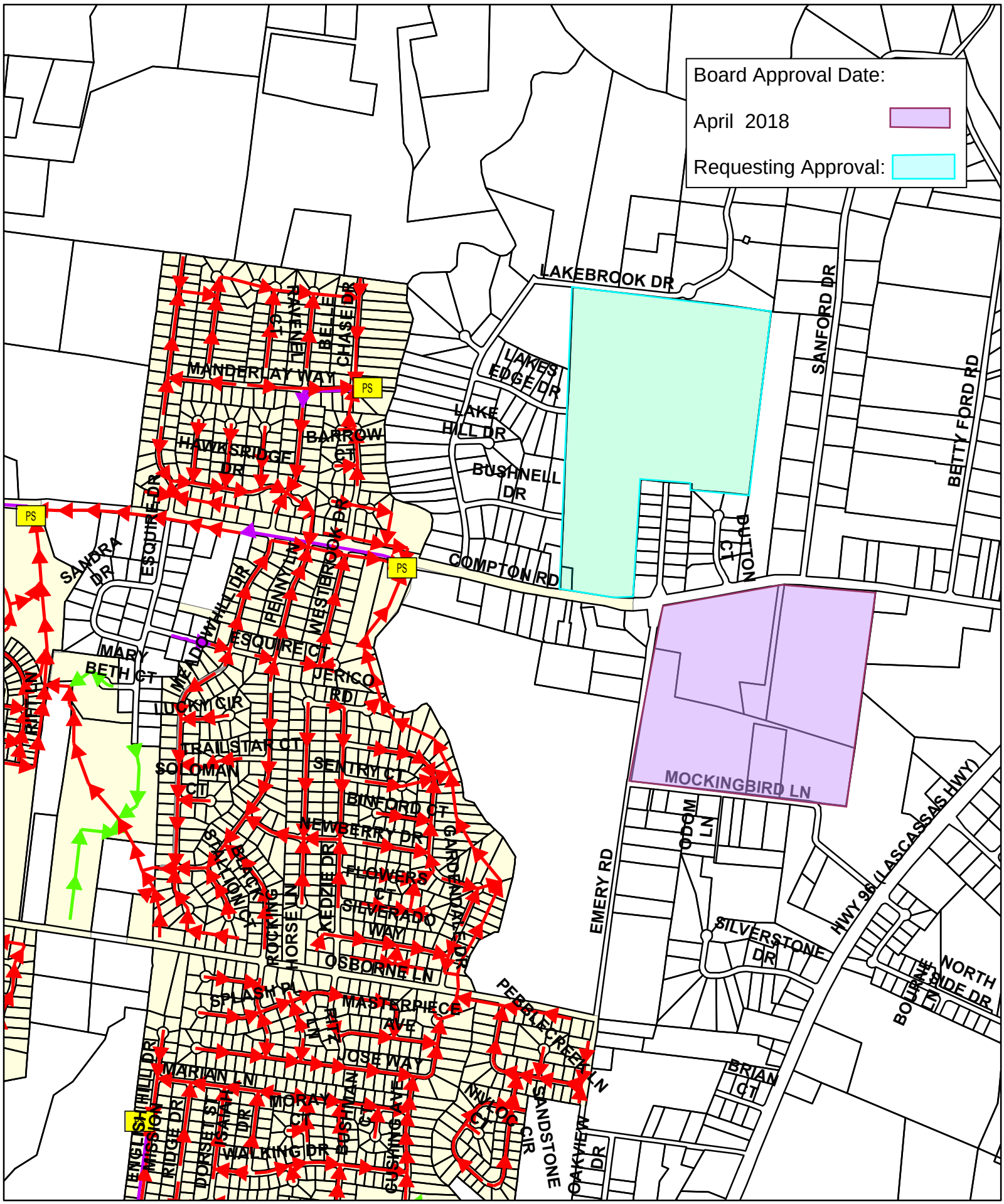
Murfreesboro Water Resources Department

Step System Location Approvals

N W E S

NTS

City of MURFREESBORO TENNESSEE



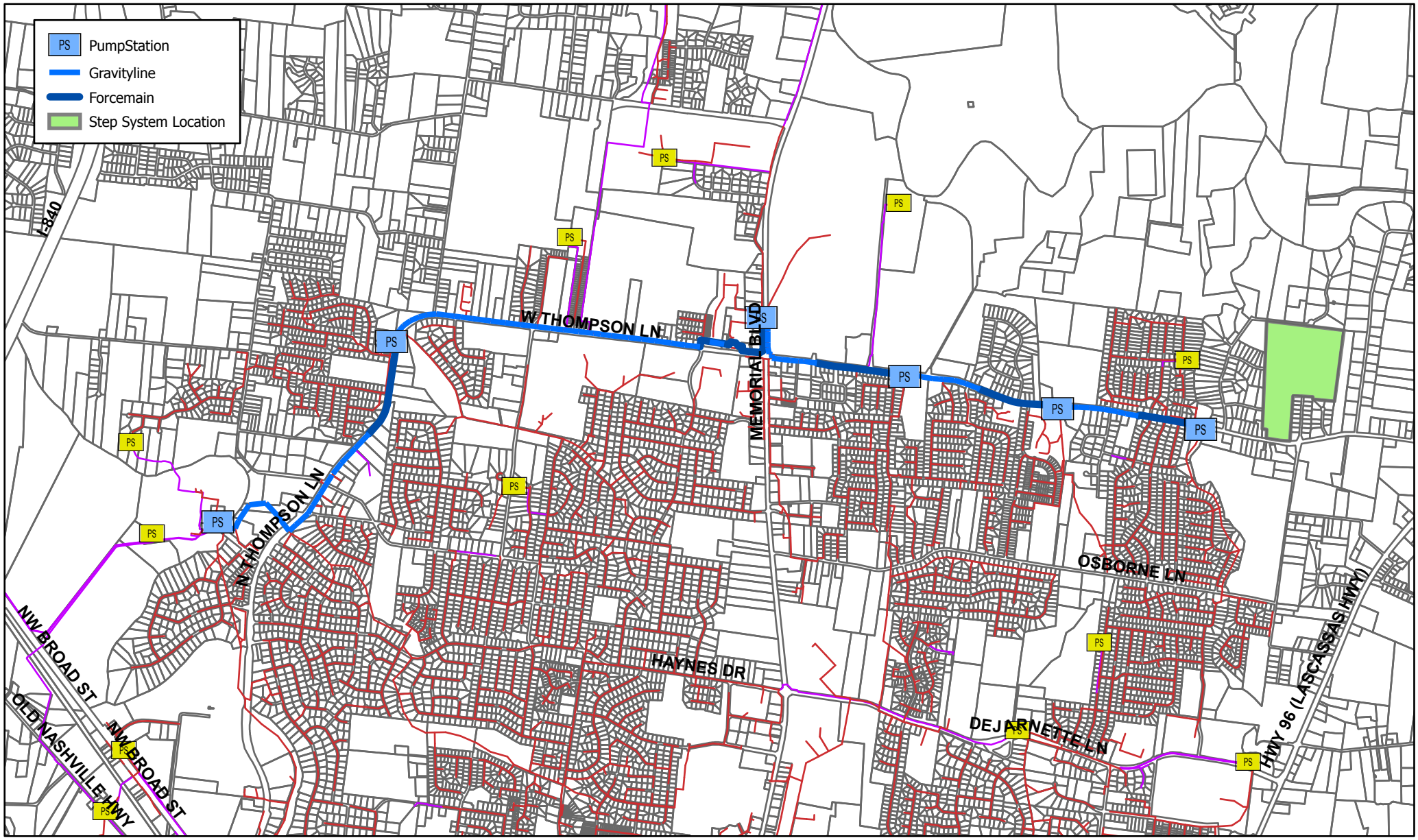
Murfreesboro Water Resources Department

Step System Location Approvals

N W E S

NTS

City of MURFREESBORO TENNESSEE



N
W E
S

Scale: 1:36,000

MURFREESBORO WATER RESOURCES DEPARTMENT

Step System Location Approvals

City of MURFREESBORO
TENNESSEE
WATER RESOURCES

kcarr 8/19/2020
Step System

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Election of Vice Mayor

Department: Mayor's Office

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Council election of the Vice Mayor.

Background Information

The City Charter provides for the election of a Vice Mayor from among the Council. The Charter permits the Vice Mayor to act in place of the Mayor when the Mayor is absent or unable to perform the mayoral duties. Additionally, in the event of a vacancy in the office of the Mayor, the Vice Mayor serves as an interim until an individual is elected by the citizens to that office.

Section 11 of the City Charter anticipates that at the first or any subsequent regular meeting after the election of Council members, one of the members of Council will be elected to serve as Vice Mayor. This is the first meeting after the seating of the newly elected Council, and the election of a Vice Mayor is appropriate at this time.

Fiscal Impact

None

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Wine Sales Certificate of Compliance – Vito Market & Deli

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

Background Information

State law requires that an applicant for wine sales in a retail food store obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances.

A certificate of compliance is requested by Sarshar Rezanejad for the Vito Market & Deli at 804 N Thompson Lane Suite 1D, which is a new location for wine in a retail food store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to include wine, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Vito Market & Deli LLC

Type of Application:

New - wine sale in retail store

Corporation	
LLC	X
Partnership	
Sole Proprietor	

Owner

Name	Sarshar Rezanejad
Age	30
Home Address	2004 Willowmet Lane
Residency City/State	Brentwood, TN 37027
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None
TBI/FBI	No indication of any record that may preclude the applicant for consideration.

Name of Business	Vito Market & Deli
Business Location	804 N Thompson Lane Suite 1D

Application Completed Properly? Yes

Location meets zoning requirement? Yes

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 09/03/2020

Item Title: Approval to Accept Federal Assistance to Firefighters Grant Program – COVID-19 Supplemental

Department: Fire Rescue Department

Presented by: Chief Mark A. Foulks

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approval to accept federal grant with a requirement for local matching funds.

Staff Recommendation

Approve City acceptance of the federal grant.

Background Information

MFRD applied for Department of Homeland Security Federal Emergency Management Agency's Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S) on May 15, 2020. MFRD received notification on Wednesday, September 2 that the grant application was approved for award.

The purpose of this grant is to provide funding for critical personal protective equipment and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency. High priority items include eye protection, isolation gowns, protective coveralls, gloves, footwear covers, respirators, and surgical type face masks.

MFRD applied for reimbursement for eligible supplies purchased in the amount of $3,483 and for immediate needs in the amount of $23,125 for a total of $26,608.

Council Priorities Served

Responsible budgeting and Maintain public safety

The City will receive reimbursement for supplies already purchased and funding for immediate needs for COVID-19.

Fiscal Impact

The grant is approximately 90% federally funded and 10% local match (calculated with variance for population). Using the Federal Share and Local Cost Share formula, total cost for the eligible supplies will be approximately $26,608 with the City's portion being approximately $2,419. The 10% match will be funded from MFRD's budget.