

WORKSHOP AGENDA

Board of Mayor and Aldermen

February 1, 2024 @ 6:30 PM

For the February 6, 2024 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Hobbs.
- Pledge of Allegiance by Mayor Cole.

ORDER OF BUSINESS

1. Approve Minutes: January 2, 2024 Workshop and January 4, 2024 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2024-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres, Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023. A Public Hearing will be held on Tuesday, February 6, 2024 at 6:30 p.m.)
5. Second Reading - **Ordinance #2024-02** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023. A Public Hearing will be held on Tuesday, February 6, 2024 at 6:30 p.m.)

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the

governing body. The items on the Consent Agenda will not be discussed.)

6. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Bid - Bain Drive Water and Sewer Relocation Project.
 2. State Contract Purchase - Internal Network Cable and Installation for the Fire Station 41 Construction Project.
 3. State Contract Purchase - Security Camera Hardware and Installation for the Fire Station 41 Construction Project.
 4. State Contract Purchase - Access Control Hardware and Installation for the Fire Station 41 Construction Project.
 - B. Approve a Professional Services Agreement with Croft and Associates, LLC for the Upper Chaney Woods Interceptor Sewer Appraisals and Market Study.
 - C. Approve Change Order #1 with CTI for the Upper Chaney Woods Interceptor Sewer Project.
 - D. Ratify the Approval of a Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Development Expenses for the Tennessee Law Enforcement Training Academy (TLETA).
 - E. Approve Contract with the Greater Nashville Regional Council for the Provision of Special Census Field Verification and Review Services.
 - F. Approve Annual Renewal of GIS Managed Services for the Police FLEX/CAD System.

NEW BUSINESS

7. First Reading - **Ordinance #2024-03** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
8. **Resolution #2024-03** - A Resolution to Acquire Easements for the Upper Chaney Woods Interceptor Sewer line Project by Eminent Domain.
9. **Resolution #2024-04** - A Resolution to Amend the City of La Vergne Check Signing Policy.
10. Motion to Approve Addendum #2 - Professional Services for the Brookside Park Revision.
11. Appoint or Remove Board / Committee Members:
 - A. Beer Board. (One term is vacant.)
 - B. Board of Zoning Appeals. (Two terms expired 1/31/2024.)
 - C. Construction Board of Adjustment and Appeals. (Two terms expired 1/31/2024.)
 - D. Greenway Advisory Committee. (One term expired 1/31/2024.)

- E. Library Board. (One term is vacant.)
- F. Local Emergency Planning Committee. (Five terms are vacant.)
- G. Stormwater Appeals and Advisory Board. (Three terms are vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JANUARY 2, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 2, 2024 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Dennis Waldron.

Mayor Cole stated that the prayer will be led by Alderman Haas and the Pledge of Allegiance will be led by Alderman Waldron for the Regular Meeting on January 4, 2024.

ORDER OF BUSINESS

1. Approve Minutes: December 5, 2023 Regular Meeting.

No action was taken.

2. Public Comment Period.

No one spoke.

3. Department Reports:

- A. Police Department.**
- B. Fire Department.**
- C. Parks & Recreation Department.**
- D. Library.**
- E. Finance Department.**
- F. Water Treatment Plant.**

Department reports will be given at the January 4, 2024 regular meeting. No action was taken.

OLD BUSINESS

4. Second Reading - Ordinance #2023-28 - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

5. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

- 1. Bid- Water Treatment Plant SCADA Project.**
- 2. Request for Proposal – Senior Center Services Provider.**
- 3. Request for Proposal – Youth Soccer Leagues Provider.**

B. Approve Hands on Nashville Community Partner Program Agreement.

C. Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Basic Emergency Medical Technician Training.

D. Ratify the Approval of a Grant Contract with the State of Tennessee Page 2 of 2 Department of Military, Tennessee Emergency Management Agency for the Hazard Mitigation Grant Program.

E. Ratify the Approval of an Agreement with ProFirst Training and Consulting, LLC, DBA ProFirst Training for Professional Public Safety Pre-Employment Background and Investigation Services.

Mayor Cole explained each item.

Mr. Ryan Maloney, with Griggs and Maloney, approached the podium. He explained the SCADA project and bids.

Mayor Cole asked Assistant City Administrator Kyle Brown if the funds were ARPA funds. Mr. Brown said yes and explained.

Parks and Recreation Director David McGowan approached the podium to explain the request for proposal for the Senior Center and soccer league.

Ms. Sally Hussey and Lisa Maddox with FiftyForward, approached the podium and explained their proposal. They fielded questions from the Board. A discussion ensued.

Mayor Cole spoke about the soccer proposal. He stated that at this time the City did not have a provider. Mr. McGowan made comments about the proposal not being complete. A discussion ensued.

A discussion was held regarding the consent agenda items. No action was taken.

NEW BUSINESS

6. **First Reading - Ordinance #2024-01 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres, Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)**

Mayor Cole explained the ordinance.

Alderman Waldron asked City Planner Bo Logan about the ordinance. Mr. Logan approached the podium and explained the zoning.

Ms. Youssef approached the podium and explained their request. A discussion ensued. No action was taken.

7. **First Reading - Ordinance #2024-02 - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)**

Mayor Cole explained the ordinance.

No action was taken.

8. **Resolution #2024-01 - A Resolution to Accept Phase 1 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)**

Mayor Cole explained the resolution.

No action was taken.

9. **Resolution #2024-02 - A Resolution to Amend the Employee Handbook.**

Mayor Cole explained the resolution.

Vice-Mayor Noe asked about the new payroll software. A discussion ensued.

No action was taken.

10. **Appoint or Remove Board / Committee Members:**
A. Historical Preservation Advisory Committee. Mayor Cole spoke about the

committee and vacancies.

B. Library Board. Mayor Cole spoke about the applicants.

C. Local Emergency Planning Committee. Mayor Cole spoke about the committee and applicants.

11. Discussion: Brookside Neighborhood Park.

Mr. McGowan approached the podium and explained the project. He explained the grant and what the state has suggested. A discussion ensued.

Alderman Waldron asked if we had spoken with the neighbors and their concerns. A discussion ensued.

Mr. Brown stated that the city had contacted Regan-Smith to stop any work on the project. He made comments about what the state suggested. A discussion ensued.

Mayor Cole made comments about the future of the park.

Alderman Haas made comments about playground equipment. A discussion ensued.

Alderman Hobbs made comments about the timeline and informing the citizens.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron stated he hoped everyone had a safe Happy New Years. He asked everyone to check on their pets and the elderly. He asked everyone to keep the Engle family in their prayers.

Alderman Hobbs had no comments.

Alderman Haas wished everyone a Happy New Year.

Vice-Mayor Noe asked everyone to keep Officer Joyner's family in their prayers. He thanked the Human Resources team for the Christmas Party.

Mayor Cole stated he hoped everyone had a great Christmas and that he was looking forward to a prosperous 2024.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:42 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JANUARY 4, 2024, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The January 4, 2024 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Dennis Waldron.

A prayer was led by Alderman Haas. The Pledge of Allegiance was led by Alderman Waldron.

ORDER OF BUSINESS

1. Approve Minutes: December 5, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the December 5, 2023 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Deputy Police Chief Brent Hatcher gave the report for the Police Department.

B. Fire Department. Fire Chief Ronny Beasley gave the report for the Fire Department.

C. Parks & Recreation Department. Mr. David McGowen gave the report for the Parks & Recreation Department.

D. Library. Ms. Donna Bebout gave the report for the Library.

E. Finance Department. Ms. Tonya Williams gave the report for the Finance Department.

- F. Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

- 4. Second Reading - Ordinance #2023-28 - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)**

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2023-28 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

CONSENT AGENDA

- 5. Consent Agenda Items:**
- A. Approve or Reject City Bids and Purchases:**
 - 1. Bid- Water Treatment Plant SCADA Project.
 - 2. Request for Proposal – Senior Center Services Provider.
 - 3. Request for Proposal – Youth Soccer Leagues Provider.
 - B. Approve Hands on Nashville Community Partner Program Agreement.**
 - C. Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Basic Emergency Medical Technician Training.**
 - D. Ratify the Approval of a Grant Contract with the State of Tennessee Page 2 of 2 Department of Military, Tennessee Emergency Management Agency for the Hazard Mitigation Grant Program.**
 - E. Ratify the Approval of an Agreement with ProFirst Training and Consulting, LLC, DBA ProFirst Training for Professional Public Safety Pre-Employment Background and Investigation Services..**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

- 6. First Reading - Ordinance #2024-01 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres,**

Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)

A motion was made by Alderman Haas, seconded by Alderman Waldron, to approve Ordinance #2024-01 on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	NO
Mayor Cole	AYE

7. **First Reading - Ordinance #2024-02 - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2024-02, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

8. **Resolution #2024-01 - A Resolution to Accept Phase 1 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2024-01, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	NO
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

9. **Resolution #2024-02 - A Resolution to Amend the Employee Handbook.**

A motion was made by Mayor Noe, seconded by Alderman Hobbs, to approve Resolution #2024-02, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

10. Appoint or Remove Board / Committee Members:

A. Historical Preservation Advisory Committee. Mayor Cole reappointed Rhonda Umphrey to the Historical Preservation Advisory Committee. The board confirmed the appointment with all voting AYE.

B. Library Board. A motion, made by Mayor Cole, seconded Alderman Haas, to appoint Dr. Martin Burgess to the Library Board, was adopted with all voting AYE.

C. Local Emergency Planning Committee. Mayor Cole reappointed Michael Dietz, Glenn Green, Tonya Williams, and Doug Oakley to the Local Emergency Planning Committee. The board confirmed the appointments with all voting AYE.

11. Motion to Approve or Reject a Request for Proposal for the Senior Center Services Provider.

A motion was made by Vice-Mayor Noe, seconded by Alderman Waldron, to approve the proposal from FiftyForward for the Senior Center Services Provider.

Alderman Waldron made comments about the cost of the service.

Parks and Recreation Director David McGowan approached the podium. He explained the cost to the Board. A discussion ensued.

Alderman Waldron asked about the building insurance. Mr. McGowan explained that Fifty Forward would carry their own insurance, and so would the City. Mayor Cole made comments about the contract.

Vice-Mayor Noe spoke about the Senior Center and being shorthanded with staff. Mr. McGowan made comments about the contract and grant money.

The motion was adopted following a roll-call vote.

Alderman Waldron	NO
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

MAYOR / ALDERMEN COMMENTS

Alderman Waldron stated he hoped everyone had a safe Happy New Years. He asked everyone to check on their pets and the elderly. He asked everyone to keep the Engle family in their prayers.

Alderman Hobbs made comments about the funds that the Board approves. She made comments about the Senior Center and stated that the Board owes our community good programs.

Alderman Haas made comments about volunteering at the Senior Center and how difficult it is to find qualified employees. She stated that the City owes them a great program.

Vice-Mayor Noe told everyone to get their red Stanley Cup.

Mayor Cole reminded everyone about the Special Census. He explained why the City is conducting the Special Census. He asked everyone to keep the Joyner family in their prayers. He thanked the Rutheford County Leadership Mayor's Class. He made comments about improving the quality of life for our citizens and serving our community.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:44 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Second Reading - **Ordinance #2024-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres, Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023. A Public Hearing will be held on Tuesday, February 6, 2024 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2024-01

Summary:

This is an ordinance to rezone the properties located at 512 and 516 Old Nashville Highway from R-2 to C-3.

Background Information:

The applicant is requesting to rezone approximately 0.83 acres from R-3 (High Density Residential) to C-3 (Neighborhood Service Business District). The property is located at 512 & 516 Old Nashville Highway near Chaney Blvd. Per the applicant, the purpose of the rezoning is to be able to pursue the development of a market or retail store. There is no formal plan offered at this time.

The main zoning in the area is R-1, R-2 and R-3. There is scattered C-2 along the entire Old Nashville corridor. C-3 exists at main intersections, and this is a very busy

intersection. The property that borders this site on the southeast is R-1. The property to the north is also zoned R-1 (Low Density Residential). C-2 zoning exists almost directly across the street to the north and slightly west.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2023-21

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 18P, GROUP C, PARCELS 5 AND 5.01, CONSISTING OF APPROXIMATELY 0.83 ACRES, LOCATED AT 512 AND 516 OLD NASHVILLE HIGHWAY, FROM A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT TO A C-3 (NEIGHBORHOOD SERVICE COMMERCIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Rafik Aleshaa, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on November 28, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 18P, Group C, Parcels 5 and 5.01 from a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. This property consists of approximately 0.83 acres and is owned by Rafik Aleshaa and Cristen Youssef who submitted application #ZR-2023-04 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee
5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne requires the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names and addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2023-04
(Assigned by the City Recorder)

Date Submitted: OCT. 25, 2023

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☒ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Rafik Aleshaa Phone #: 615 710 7283

Business: _____ E-Mail: ~~eshaa~~ Neighborhood Market 20

Address: 2101 oaksprings place Best Way to Contact: phone / mail
(Mail, E-Mail, Phone)

City: Mt. Juliet State: TN Zip: 37122

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
188	5.0	R-3	C-3	1.0	Rafik Aleshaa
188	5.01	R-3	C-3	1.0	Rafik Aleshaa

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 512 & 516 old Nashville Hwy Laverne TN 37086

Project Address: 512 & 516 old Nashville Hwy Laverne TN 37086

Existing Land Use: _____

Proposed Land Use: _____

Total Acreage of Project / Rezoning: _____

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature:  Date: 10/25/23

CITY OF LA VERGNE
PLAN REVIEW APPLICATION

Project Name: S12 & S16 For Staff Use Only Date: OCT. 25, 2023 Fee: _____

Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner

Project Name: S12 & S16 012 Nashville Hwy La Vergne TN 37086

Project Address: S12 & S16 012 Nashville Hwy La Vergne TN 37086

Land Use Existing: _____

Land Use Proposed: _____

Existing Zoning District _____

Tax Map(s) & Parcel Number(s): _____

Check one or more of the following:

- | | |
|---|--|
| ☐ Concept Plan for Major Subdivision | ☐ Site Plan |
| ☐ Preliminary Subdivision Plat for Minor Subdivision | ☐ Variance* |
| ☐ Preliminary Subdivision Plat for Major Subdivision | ☒ Rezoning* |
| ☐ Final Subdivision Plat for Minor Subdivision | ☐ Road or alley abandonment |
| ☐ Final Subdivision Plat for Major Subdivision | ☐ Special Exception* |
| ☐ Final Subdivision Plat for Condominium | |

*These requests require an additional application form.

******NOTE: A letter explaining the proposal must accompany all requests.******

Environmental Constraints on Site?

- | | | |
|---|-----|----|
| 1. Are there slopes of 12-20% or greater on site? | Yes | No |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes | No |

Engineer/Designer (if applicable) N/A Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail: _____

Attorney (if applicable) N/A Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-213-2624 Fax: 615-213-8692

Contact Person

Print Name

Rafik Aleshaa

Address

2101 oaksprings place Mt Juliet, TN

Zip Code

37122

Daytime Phone

615 710 7283

Fax

E-mail

Neighborhood Market 2@yahoo.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)

Print Name

Signature

Address

Zip Code

Daytime Phone

Owner(s)

Print Name

Rafik Aleshaa

Signature



Address

2101 oaksprings place Mt Juliet, TN

Zip Code

37122

Daytime Phone

615 693 8795

Print Name

Cristen Yousset

Signature



Address

2101 oaksprings place Mt Juliet, TN

Zip Code

37122

Daytime Phone

615 710 7283

Certification Statement

I hereby certify that Cristen Youssef is the owner of the property located at 512 1/2 516 Old Nashville Hwy La Vergne TN 37086 which is the subject of this application, and that I, _____, in my capacity as _____, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken hereon being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.

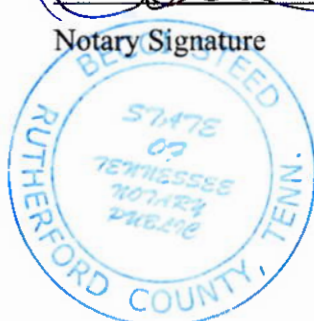
[Signature]
Signature

10/27/23
Date

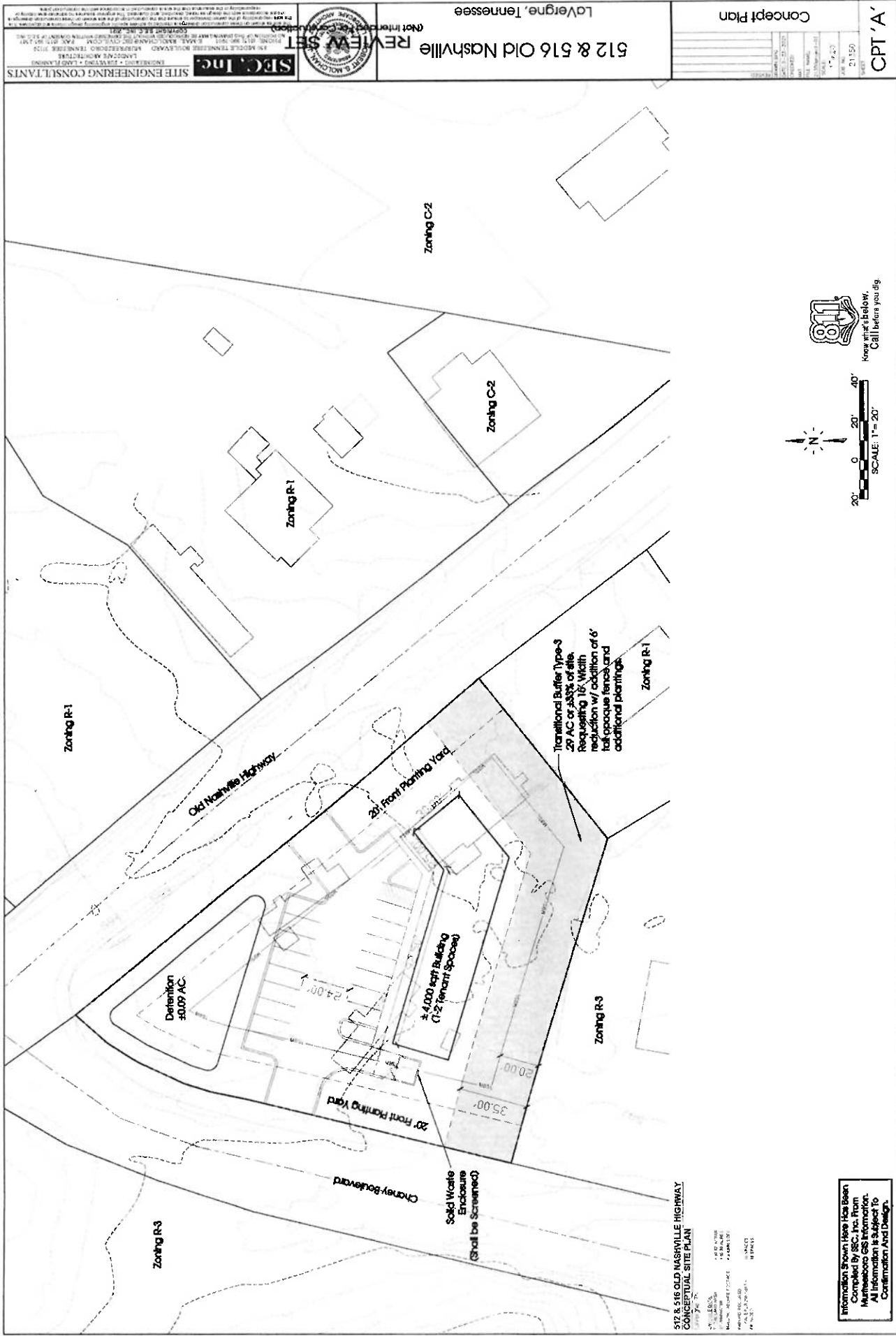
Cristen Youssef (owner)
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.

[Signature]
Notary Signature

A circular notary seal for Rutherford County, Tennessee. The outer ring contains the text "RUTHERFORD COUNTY, TENN.". The inner circle contains the text "STATE OF TENNESSEE" and "NOTARY PUBLIC".

10/27/23
Date

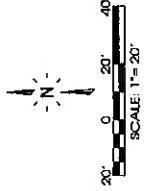


Information Shown Here Has Been
Compiled By SSC, Inc. From
Murfreesboro GIS Information.
All Information is Subject To
Confirmation And Design.

512 & 516 OLD NASHVILLE HIGHWAY
CONCEPTUAL SITE PLAN
DATE: 7/1/2023
SCALE: 1" = 20'



Keep what's below.
Call before you dig.



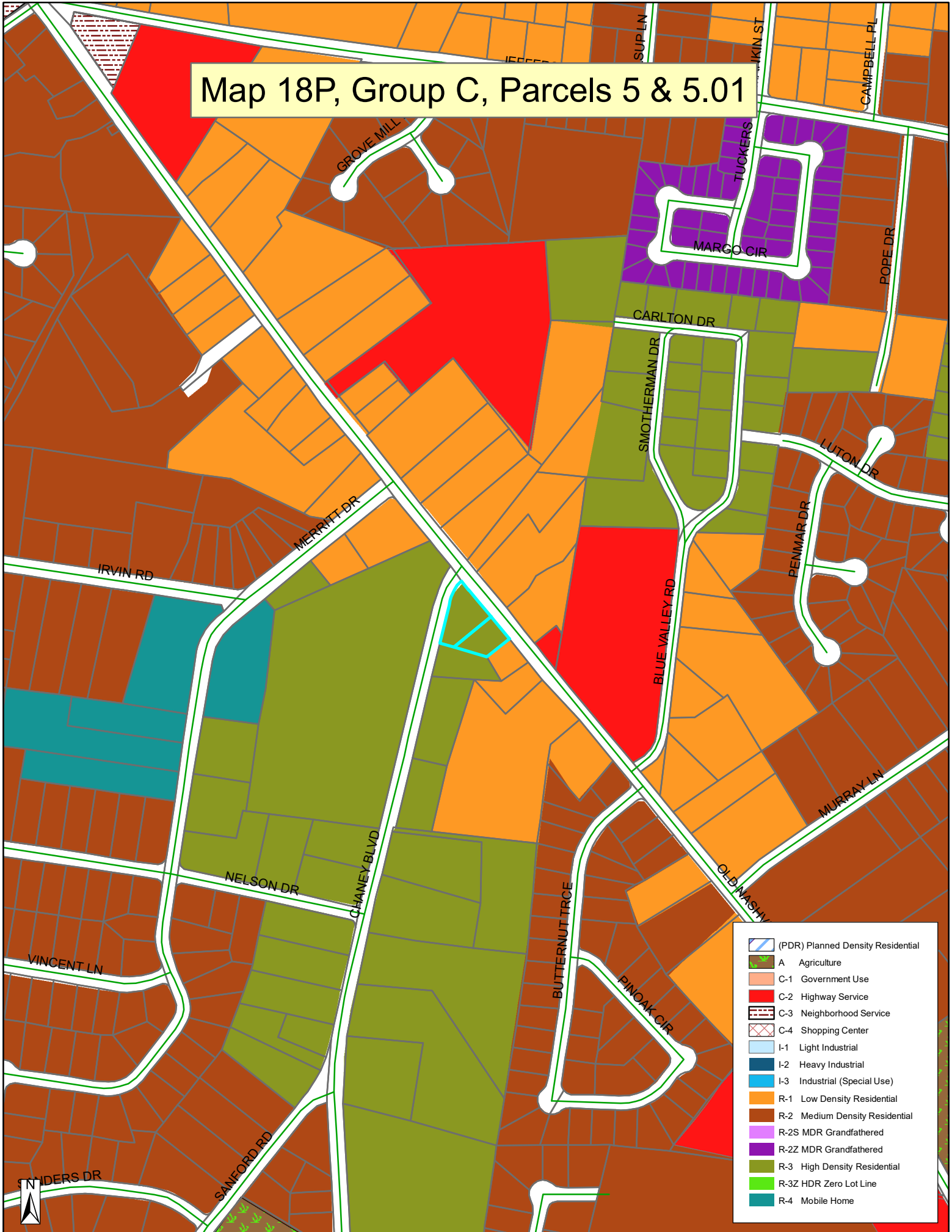
Map 18P, Group C, Parcels 5 & 5.01



Map 18P, Group C, Parcels 5 & 5.01



Map 18P, Group C, Parcels 5 & 5.01







SPEED
LIMIT
35
LOCK
UP
YOUR
TAILGATE
BEHIND
YOU
FOR
SAFETY

NO
PARKING
IN
FRONT
OF
BUS



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Second Reading - **Ordinance #2024-02** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023. A Public Hearing will be held on Tuesday, February 6, 2024 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2024-02

Summary:

This is an ordinance to amend the parking requirements for residential off-street parking requirements.

Background Information:

Currently the residential household parking requirements are three (3) spaces per dwelling unit for all dwellings. The proposed requirements for all dwellings except for a gated apartment complex with a minimum of 50 units is still three (3) spaces per dwelling, but the requirements for a gated apartment complex with a minimum of 50 units is lower.

For a one bedroom apartment, 1.75 spaces shall be provided per unit with any fraction of a space rounded up to the next highest number. For each apartment that has two or more bedrooms, the requirement will be 1.1 spaces for each bedroom with any fraction of a space rounded up to the next highest number. This will put us more in line with what other municipalities around us require.

After several months of review and discussion, on November 28, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Aldermen that this change be made to our Zoning Ordinance.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-02

AN ORDINANCE TO AMEND ARTICLE IV, SECTION 4.010 OF THE LA VERGNE ZONING ORDINANCE REGARDING OFF-STREET PARKING REQUIREMENTS.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

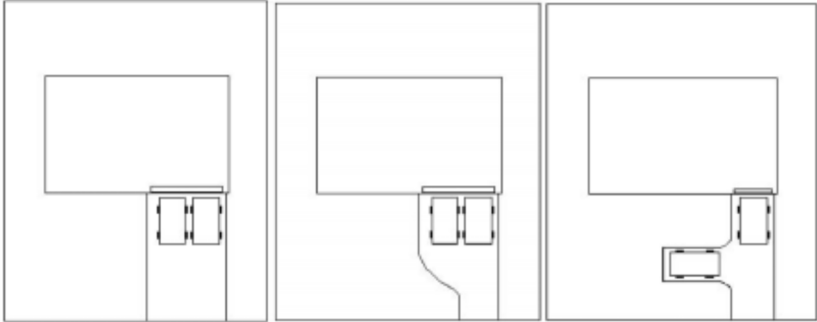
WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

NOW, THEREFORE BE IT ORDAINED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN:

That the Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Article IV, Section 4.010, Off-Street Parking Requirements, by adding the language as follows to the Residential Household Living Section of the Parking Ratio Table:

RESIDENTIAL Household Living		
	All Dwellings Except a Gated Apartment Complex with a Minimum of 50 units	Three (3) spaces per dwelling unit. All residential Driveways shall be constructed to allow for simultaneous alternate ingress and egress for two (2) vehicles. See Figures 4.1 through 4.3 below. The minimum width for a residential driveway shall be 14 feet. If a garage is utilized the garage may be used to account for a maximum of one parking space.

<u>Figure 4.1</u> <u>Figure 4.2</u> <u>Figure 4.3</u>  <u>Above are some examples of simultaneous alternate ingress and egress.</u>		
	Gated Apartment Complex with a Minimum of 50 Units	a. For each dwelling unit with 1 bedroom, 1.75 spaces shall be provided with any fraction of a space rounded to the next higher number. b. For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect immediately upon final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Bid - Bain Drive Water and Sewer Relocation Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Bain Drive Letter of Recommendation and Certified Bid Tab

Summary:

On October 30, 2023, the City of La Vergne had a bid opening for the Bain Drive Water and Sewer Relocation project. Jarrett Builders, Inc. and Smith Brothers, LLC attended the bid opening.

Background Information:

This project consists of relocating about 100 linear feet of 24-inch water line, about 1,880 linear feet of 8-inch water line, and about 1,450 linear feet of 8-inch gravity sewer.

Financial Summary:

The City received two bids. The lowest bid came from Jarrett Builders, Inc. of Nashville at \$2,489,714.00. The next bid was from Smith Brother's, LLC at \$4,254,046.00. Both bids were well above estimated costs.

Staff Recommendation:

Staff recommends rejecting all bids.



3354 Perimeter Hill Drive
Suite 140
Nashville, TN 37211
615-834-8300
www.ctiengr.com

Via Email

November 1, 2023

Mr. Bruce Richardson
City Administrator
City of La Vergne, Tennessee
5093 Murfreesboro Road
La Vergne, TN 37086

Subject: City of La Vergne, Tennessee
Bain Drive Water and Sewer Relocation
CTI Project N22001

Dear Mr. Richardson:

The subject project was advertised by the City of La Vergne on October 3, 2023, with bids to be opened on October 30, 2023. CTI also emailed advertisements to several general contractors who regularly perform this type of work. In addition, contract documents were sent to two (2) plans rooms. Two (2) bids were received.

Jarrett Builders, Inc. of Nashville, Tennessee was the lowest bidder with a Total Bid of \$2,489,714.00. Jarrett Builders, Inc. is properly licensed by the State of Tennessee to perform this work. After speaking with references, the reviews were mixed. The reference with the latest project was a large utility who provided favorable comments.

Smith Brothers, LLC. of Hendersonville, Tennessee, was the next lowest bidder with a Total Bid of \$4,254,046.00. The difference in the Total Bid amounts for the first and second responsive bidders was \$1,764,332.00. Smith Brothers, LLC. is properly licensed by the State of Tennessee to perform this work. Smith Brothers, LLC. is a well-established construction company and qualified to perform this work. Clients were contacted and provided high marks (for example: good communication, good coordination, extremely knowledgeable, etc.)

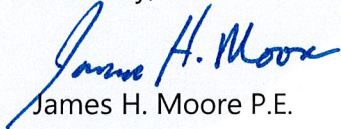
Neither bid is within our budget established for the work and it exceeded our opinion of probable construction cost. This is likely due to the current state of construction activities where we are seeing bids received with costs 50 to 100 percent higher than previous projects. This is mainly due to the volume of work in the area, the number of contractors available, and materials costs/availability for items that are still recovering from the previous disruptions in the supply chain.

Should La Vergne wish to move forward with the project, CTI recommends that the City of La Vergne award the Bain Drive Water and Sewer Relocation Project to Jarrett Builders, Inc.

The Bid Tabulation is attached. The Opinion of Probable Construction Cost developed by CTI based on the final design quantities prior to advertising was \$1,500,000.00.

If you have any comments or questions, please do not hesitate to call.

Sincerely,



James H. Moore P.E.

Attachments

c: Mr. Kyle Brown, PE
Mr. Scott Tatalovich, PE
Mr. Michael Dietz
Ms. Felicia Anderson

**CITY OF LA VERGNE, TENNESSEE
BAIN DRIVE WATER AND SEWER RELOCATION
BID TABULATION**

Bid Opening 10-30-23 Time: 2:00 P.M. Place: City Hall 5093 Murfreesboro Road La Vergne, TN 37086	Name of Bidder Jarrett Builders Inc. Bid Bond:	Smith Brothers
--	--	----------------

BASE BID

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total
Sewer							
1	8" PVC Gravity Sewer	1,450	LF	\$ 580.00	\$ 841,000.00	\$ 1,068.00	\$ 1,548,600.00
2	Manhole with Frame and Casing	8	LF	\$ 5,445.00	\$ 43,560.00	\$ 6,197.00	\$ 49,576.00
3	Sewer Flow Control	1	LS	\$ 267,059.00	\$ 267,059.00	\$ 37,500.00	\$ 37,500.00
4	6" Sewer Service Reconnection	6	EA	\$ 3,225.00	\$ 19,350.00	\$ 27,833.00	\$ 166,998.00
Water							
5	8" PVC C900, DR14	1,880	LF	\$ 127.00	\$ 238,760.00	\$ 581.00	\$ 1,092,280.00
6	24" DI, Pressure Class 350	100	LF	\$ 750.00	\$ 75,000.00	\$ 1,754.00	\$ 175,400.00
7	6" Gate Valve	1	EA	\$ 2,060.00	\$ 2,060.00	\$ 2,573.00	\$ 2,573.00
8	Air Release Valve and Manhole	3	EA	\$ 8,550.00	\$ 25,650.00	\$ 10,624.00	\$ 31,872.00
9	1" Water Line Reconnection	5	EA	\$ 3,175.00	\$ 15,875.00	\$ 9,988.00	\$ 49,940.00
10	2" Water Line Reconnection	1	EA	\$ 3,775.00	\$ 3,775.00	\$ 6,931.00	\$ 6,931.00
11	6" Water Line Reconnection	2	EA	\$ 3,950.00	\$ 7,900.00	\$ 18,311.00	\$ 36,622.00
12	8" Water Line Reconnection	2	EA	\$ 2,950.00	\$ 5,900.00	\$ 3,477.00	\$ 6,954.00
Miscellaneous					\$ -		\$ -
13	Flowable Fill Trench	3,300	LF	\$ 130.00	\$ 429,000.00	\$ 90.00	\$ 297,000.00
14	Seed and Mulch	500	LF	\$ 12.00	\$ 6,000.00	\$ 6.00	\$ 3,000.00
15	Asphalt Repair - Trench Width (Type 6)	6,000	EA	\$ 75.00	\$ 450,000.00	\$ 117.00	\$ 702,000.00
16	Erosion Prevention and Sediment Control	1	LF	\$ 58,825.00	\$ 58,825.00	\$ 46,800.00	\$ 46,800.00
Total Base Bid:					\$ 2,489,714.00		\$4,254,046.00

I hereby certify that the above is a true and accurate tabulation of bids as received & corrected at 2:00 P.M. on Monday, October 30, 2023, City Hall, 5093 Murfreesboro Road, La Vergne, Tennessee 37086 for the Bain Drive Water and Sewer Relocation Project



By James H. Moore
James H. Moore, P.E., Project
Manager
Tennessee License No.
105763
CTI Engineers, Inc.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: State Contract Purchase - Internal Network Cable and Installation for the Fire Station 41 Construction Project.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. INC Quote - State Contract

Summary:

INC will provide network, phone, audio, and camera cable and network cabling installation for Fire Station 41

Background Information:

INC will provide all the necessary cables for audio hardware and network hardware for the fire station.

Financial Summary:

The cost is \$55,140.94 and is included in the 23-24 budget line 920.

Staff Recommendation:

Staff recommends approval.



City of La Vergne Fire Department

New Station #41 Network Cabling, Access Control Cabling and Paging System

Quote # 12192023-01

Premise Cabling and Equipment Services SBC-529/000-01-2022						YEAR 1	
Line Item	Class	Description	QTY	UNIT	YEAR 1 PRICING	SUBTOTAL	
2026	HWAC	Install as Required, (Terminate Both Ends, Label & Test) One, Orange Category 6 Cables (550Mhz or Above) Non-Plenum, Includes Appropriate Faceplate, Surface Mount Box, and Ivory Information Outlet (Patch Panel Separate, if Required)	13	Each	\$ 186.07	\$ 2,418.91	
2027	HWAC	Install as Required, (Terminate Both Ends, Label & Test) Two, Orange Category 6 Cables (550Mhz or Above) Non-Plenum, Includes Appropriate Faceplate, Surface Mount Box, and Ivory Information Outlet (Patch Panel Separate, if Required)	26	Each	\$ 300.76	\$ 7,819.76	
2314	PPNL	Patch Panel, Category 6, Modular, 48 Port, Installed as Required	2	Each	\$ 474.16	\$ 948.32	
2440	CABLE	Speaker Cable, Installed Per Foot, as Required, Shielded, 1 Pair, 16 AWG, Non-Plenum, (Termination Hardware Separate)	4000	Per Foot	\$ 1.81	\$ 7,240.00	
2447	CABLE	Access Control Cable, Installed Per Foot, as Required, (Bannana cable) - riser rated	2000	Per Foot	\$ 3.09	\$ 6,180.00	
2731	HDWE	J-Hook-2", or Equivalent, Installed as Required	300	Each	\$ 9.73	\$ 2,919.00	
2781	HWDE	Panduit, or Equivalent, Junction Box, Installed as Required, Flush Mount, Single Gang	10	Each	\$ 23.27	\$ 232.70	
2790	HDWE	J-Hook-2", With Swivel Beam Clamp, or Equivalent, Installed as Required	100	Each	\$ 11.04	\$ 1,104.00	
4018	PATCH	Patch Cord, Category 6, Stranded, With or Without Boots, ANY COLOR, 5 ft, (Delivered Not Installed)	65	Each	\$ 6.71	\$ 436.15	
4021	PATCH	Patch Cord, Category 6, Stranded, With or Without Boots, ANY COLOR, 10 ft, (Delivered Not Installed)	30	Each	\$ 8.49	\$ 254.70	
4023	PATCH	Patch Cord, Category 6, Stranded, With or Without Boots, ANY COLOR, 15 ft, (Delivered Not Installed)	35	Each	\$ 10.63	\$ 372.05	
5025	RACK	CPI or Equivalent, Installed as Required, Clear, Wide Vertical Cabling Sections, Double Sided, 7 Foot	2	Each	\$ 906.32	\$ 1,812.64	
5054	RACK	CPI or Equivalent, Universal Cable Runway, 12" x 9 foot 11 1/2", Installed as Required	3	Each	\$ 311.53	\$ 934.59	
5069	RACK	CPI or Equivalent, Cable Runway Elevation Kit, 2"H, 2.5"H, or 3"H, Installed as Required	1	Each	\$ 98.94	\$ 98.94	
5073	RACK	CPI or Equivalent, Wall Angle Support Kit, Cable Runway, 12", Installed as Required	3	Each	\$ 66.60	\$ 199.80	
5082	RACK	CPI or Equivalent, Rack to Runway Mounting Plate 3" Channel, Installed as Required	1	Each	\$ 108.82	\$ 108.82	
5092	RACK	CPI or Equivalent, Clear, Vented, Double-Sided Shelf, 19", Installed as Required	1	Each	\$ 452.00	\$ 452.00	
5152	RACK	CPI or Equivalent, Cable Runway Ground Strap Kit, Installed as Required	3	Each	\$ 92.44	\$ 277.32	
5155	RACK	CPI, or Equivalent, QuadraRack, 4-Post Server Frame, Includes, 4 Channels, 2 Base Angles, 2 Top Angles, 1 Extension Pan Set, 8 Plate Nuts And Assembly Hardware, 2 Horizontal Braces, 19"W x 29"D x 7"H, 45, RMU, Installed as Required	1	Each	\$ 1,906.97	\$ 1,906.97	
5157	RACK	Horizontal Patch Cord Organizer, Interbay, 2RMU, 3.5" H x 19" W x 3.75" D, Installed as Required	3	Each	\$ 61.47	\$ 184.41	
5166	RACK	Plywood, AC Grade, Fire Rated Per 3/4" by 4' x 8' Sheet (Not Painted) Installed as Required	1	Each	\$ 364.67	\$ 364.67	
5714	PEN	Through Penetration, Mechanical Drill, Concrete, Brick, Block and or Poured Block Wall, Floor or Other, 1" up to 2" Diameter, and up to 12" Deep, Includes Metallic Fire Wall Sleeve, Fire-Stop Compound, Label Posted, "For Telecom Use Only", Installed Per EIA/TIA Standards and According to the Local Authorities Having Jurisdiction, as Required	25	Each	\$ 139.13	\$ 3,478.25	
5715	PEN	Through Penetration, Mechanical Drill, Concrete, Brick, Block and or Poured Block Wall, Floor or Other, 3" up to 6" Diameter, and up to 24" Deep, Includes Metallic Fire Wall Sleeve, Fire-Stop Compound, Label Posted, "For Telecom Use Only", Installed Per EIA/TIA Standards and According to the Local Authorities Having Jurisdiction, as Required	4	Each	\$ 255.96	\$ 1,023.84	
5721	PEN	Through Penetration, Cut or Drill Hole, Acoustical Ceiling, 3" Through 5" Diameter, Includes Metallic Fire Wall Sleeve, Fire-Stop Compound, Label Posted, "For Telecom Use Only", Installed Per EIA/TIA Standards and According to the Local Authorities Having Jurisdiction, as Required	3	Each	\$ 192.85	\$ 578.55	

6602	GRND	Panduit, Part Number, GB2B0304TPI-1, or Equivalent, Installed as Required, Grounding Bus bar, TGB, 1/4" x 2" x 10"	1	Each	\$ 171.55	\$ 171.55
6617	GRND	Cable, Ground, Stranded, 6 AWG, Coated, Installed as Required, Per Foot	75	Per Foot	\$ 4.02	\$ 301.50
6802	TIME	Project Manager, Pre-Approved, Per Man Hour	8	Per Hour	\$ 83.03	\$ 664.24
6806	TIME	Technician, Copper Cable, Per Man Hour	16	Per Hour	\$ 71.96	\$ 1,151.36
7014	MISC	Velcro Ty-Wrap(12"long), Installed as Required	400	Each	\$ 0.87	\$ 348.00
7324	PAGING	Wall Mount Volume Control, White(V-2992-W)	8	Each	\$ 135.71	\$ 1,085.68
7370	PAGING	250-Watt Amplifier w/ ALC & Audio Enhancement (TPU250) WALL MOUNT	1	Each	\$ 2,013.22	\$ 2,013.22
7379	PAGING	Ceiling Speaker, Drop-In, 2' x 2', Bright White (CSD2X2U)	18	Each	\$ 190.52	\$ 3,429.36
7380	PAGING	15-Watt Horn w/ Transformer (SPT15A)	3	Each	\$ 209.88	\$ 629.64
9999	lift	lift rental - per week	2	Each	\$ 2,000.00	\$ 4,000.00
NOTE:			*	Sub-Total		\$ 55,140.94
			*	TAX	0%	\$ -
			*	Total		\$ 55,140.94

PLEASE SEND P.O.
I.N.C.
JOHN SWANSON, RCDD
121 LYLE LN.
NASHVILLE, TN 37210
615-979-3702 (cell)
jswanson@incgroup.net

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
INSTITUTIONAL NETWORK COMMUNICATIONS, LLC
TO
SBC PROJECT NUMBER 529/000-01-2022**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Institutional Network Communications, LLC, hereinafter referred to as the "Contractor," is for the provision of Statewide Premise Wiring Installation, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 0000029186

A. SCOPE OF SERVICES:

The scope of services is more particularly described in the Scope of Work and Performance Specification, Contract Attachment B. The Contractor agrees to perform the services in accordance with the Request for Proposal, as well as Scope of Work and Performance Specification, Contract Attachment B; Premise Cabling and Equipment Services Catalogue, Contract Attachment C; Premise Cabling Standards, Contract Attachment E; and, and the Contractor's Proposal dated February 17, 2022, all of which are attached and made a part of this Contract by reference.

B. CONTRACT PERIOD:

- B.1 Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract and ending on December 31, 2027. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2 Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five years, provided that such an extension the Contract term is effected prior to the current Contract expiration date by means of a Contract Amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be affected through Contract Amendment and shall be based upon payment rates provided in the original Contract.
- B.3 In Process Work Term Extension. The Contract shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all work activities associated with any work associated with projects or work orders issued during the term of this Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty Million and No/100ths Dollars (\$20,000,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with rates detailed in the Premise Cabling, Equipment, and Services Catalogue, Contract Attachment C. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2 Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

The Contractor shall be compensated based upon the following payment rates:

1. For services performed throughout the term of this Contract the rates detailed in Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, shall apply, subject to the rate adjustment permissible under Section C.6.
2. Notwithstanding the above, in the event that the Contractor provides written documentation acceptable to the State that an exorbitant increase has occurred in the cost of one or more of the materials or labor ("input resources") used in the production of Contractor-provided products or services listed as line-items in the Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, the State will consider a reasonable price increase for affected line-item(s).
 - a. For any such occurrence the Contractor shall provide written documentation to the State for consideration, inclusive of calculations derived from the Bureau of Labor and Statistics (BLS), Producer Price Indexes (PPI) and/or Employment Cost Indexes (ECI) that verify and support the amount of the requested price increase.
 - b. The Contractor shall only request a price increase for input resources that make up a portion of the cost for the line-item in question which has increased more than 50% over the previous one-year period used as the basis for calculation.
 - c. The State will not consider a line-item price increase unless:
 - 1) the materials or labor component of the line-item in question has increased by the required percentage; and,
 - 2) cost increases make up a minimum of a 75% portion of the total cost of the resources for that line-item.
 - d. With appropriate documentation and at the State's sole discretion, such increases will be applied to the affected contract year.
 - e. The State will entertain such requests for price increases no more than once in any given Contract year.
 - f. The line-item increase described herein applies only to those line-items with input resources that were directly affected by the exorbitant price increase. All other line-items will remain eligible for increases as provided by the Rate Adjustment provisions of this Contract.
 - g. The State will be the sole and final determinant as to whether such a line-item price increase shall be allowed. State disapproval of an increase request shall in no event be construed as a breach of contract by the State.
 - h. In the event that the State allows a line-item price increase, the increase under this paragraph C.3.2 due to an exorbitant increase, the increase shall be effected through an amendment to the Contract.

C.4 Service Rates. Service Rates in Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, shall include installation and labor. Several specific line-items in the Premise Cabling and Equipment Catalogue do not include labor. In such cases the line-item description clearly states that labor is not included.

1. Based upon necessary installation requirements per authorized project, the Service Rates in Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, shall include the following: horizontal cable (estimated at 175' on average), jack assemblies, face plates, connectors, dust covers, designation strips, connecting blocks, demarcations,

termination of all cables, ancillary items, labeling/tagging, testing, site visit(s), as-built drawings in a form and format as required by the State, and input to a CMS (Cable Management System). Ancillary items are defined as, but not limited to, appropriate mounting hardware, bolts, screws, tywraps, and tape.

2. Normal orders shall include the following deliverables: as-builts, cable lengths and cable test results information, and labor time sheets for labor hours. The State may require submission of additional documentation for specific projects or orders. Additional documentation will be as determined by the State.
- C.5 Fixed Rates. The rates paid by the State for premise cabling equipment and installation services under the provisions of this Contract shall remain fixed for the duration of the Contract and are not subject to escalation for any reason unless in accordance with the rate adjustment process Section C.6 or by Contract amendment.
- C.6 Rate Adjustment. A rate adjustment will be permitted for all Contract rates as specified in the Premise Cabling, Equipment and Services Catalogue, Contract Attachment C of this Contract. (See Rate Adjustment Form, Contract Attachment F).
1. The Contract rates shall become eligible for rate adjustment effective annually during the current Contract term at the calendar anniversary of the Contract. No more than one rate adjustment shall be permitted annually.
 2. In the event that the Contract is extended in accordance with Contract Section B.2, the Contractor shall be compensated based upon the current payment rates plus the rate adjustment as provided in this Contract.
 3. In the event that the State permits a rate adjustment under this Paragraph C.6, the rate adjustment shall be effected through the parties' documentation and execution of the Contract Attachment F-1.
- C.7 Unique Equipment Rental. The Contractor may, from time to time, identify the need for equipment rental to deal with a unique requirement. The State will reimburse the Contractor only for the direct cost of such rentals, and only when the State pre-authorizes such rentals based on documentation of need provided by the Contractor.
1. The State Cabling Department management shall pre-authorize unique equipment rental in writing upon submission of an itemized statement of need and of the costs associated with the rental of the equipment.
 - a. Competitive Procurements. This Contract provides for reimbursement of the cost of such equipment rental. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract.
 - b. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the State Cabling Department management, for such decision and non-competitive procurement.
 2. For equipment rentals pre-approved by the State Cabling Department management, the Contractor shall be reimbursed the direct costs as reflected in the rental invoice for the specified equipment.
 3. Regardless of an equipment rental rate, the maximum amount the State will reimburse the Contractor is limited to One Thousand and No/100ths Dollars (\$1,000.00) per day per piece of equipment.
- C.8 Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.9 Invoices for Payment. The Contractor shall submit invoices upon project completion, in form and substance acceptable to the State as outlined in the Premise Cabling Billing Requirements, Contract Attachment G, prior to any payment. All deliverables due for a project or task shall be submitted by the Contractor and reviewed and approved by the State prior to any payment.

- C.10 Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.11 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.
- C.12 Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.13 Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
1. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Direct Deposit. This form can be found at <http://www.tn.gov/finance/article/fa-accfin-swa>. Please follow the instructions at the top of the form regarding submission of the form.
 2. The Contractor shall complete, sign, and present to the State a "Taxpayer Identification Number and Certification Form". The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract. This form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please submit this form with the Authorization Agreement for Supplier Direct Deposit Form as indicated at the top of the form regarding submission of the form.

D. STANDARD TERMS AND CONDITIONS:

- D.1 Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of Finance and Administration, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of Finance and Administration, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

- D.5 Assignment and Subcontracting. The Contractor 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8 Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Exhibit A, hereto, with each invoice, as described in C.5, during the period of this Contract. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is not authorized to be employed in the U.S.; or (v) otherwise authorized to provide services under the Contract.
- D.9 Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.10 Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.11 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15 Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.16 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, epidemics, quarantine restrictions, 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one 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. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.17 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.19 Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.20 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The State:

Premise Cabling Contract Administrator or designee
Department of Finance and Administration
312 Rosa L. Parks Avenue, 18th Floor
Nashville, TN 37243
(615) 253-5652 (phone)
(615) 202-9311 (mobile)

The Contractor:

John Swanson, Contract Manager
Institutional Network Communications, LLC
121 Lyle Lane
Nashville, Tennessee 37210
jswanson@incgroup.net
Telephone # (615) 403-2968

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

- E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.5 Tennessee Department of Revenue Registration. The Contractor 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.
- E.6 Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the State as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the State within thirty days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

1. Workers Compensation and Employer's Liability:
(without restriction as to whether covered by Workmen's Compensation law):
Workers Compensation: according to statute
Employer's Liability:
Each Accident: \$100,000
Disease – Policy Limit: \$500,000
Disease – Each Employee: \$100,000
2. Commercial General Liability Insurance:
 - a. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising

from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- b. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least \$2,000,000.

3. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$1,000,000

4. Aircraft and Watercraft Liability:

If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by State, shall be provided.

E.7 Participating Entities. The Contractor agrees to permit Tennessee local governments, institutions of higher education, and any corporation which is exempted from taxation under 26 U.S.C. § 501 (c)(3) ("Participating Entities") to take advantage of the services and pricing in this Contract. Contractor agrees to extend its terms and pricing under this Contract to any Participating Entity that executes a Participating Contract. A Participating Entity shall enter into a Participating Contract with Contractor setting forth its specific terms and conditions, if any. The Participating Entity's contract shall be in a form agreed upon by the Contractor and the Participating Entity.

E.8 Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

1. this Contract document with any attachments or exhibits (excluding the items listed at Subsections 2. through 5., below);
2. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
3. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
4. any technical specifications provided to proposers during the procurement process to award this Contract;
5. the Contractor's proposal seeking this Contract.

E.9 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
2. have not within a three year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in this Section 2 of this certification; and
4. have not within a three year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.10 Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.11 Contract Bond. Contractor shall provide a Contract Bond in an amount of Two Million Five Hundred Thousand and No/100ths Dollars (\$2,500,000.00) based upon the State's exposure for no less than six months of one 100% of the annual Maximum Liability amount for this Contract.

1. The Contract Bond amount shall be adjusted over the course of the Contract with each modification of the annual Maximum Liability based upon the unencumbered value of the Contract amount. The unencumbered value is determined as the contract amount (maximum liability), less the current total of completed and accepted Work Order Sums at time of modification execution.
2. Bond shall be executed on Tennessee State Building Commission Standard Form, see Contract Attachment A.
3. Bond shall be attached to the signed Contract at time of submission to the State by the Contractor.
4. Surety is the person or entity identified as such in a bond and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.
5. A Surety Company issuing a bond shall be licensed to transact business in Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Authority attached for the Surety's Attorney-in-Fact.
6. An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee and shall affix license number to a bond.
7. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

- E.12 Adding New Items to the Premise Cabling, Equipment and Services Catalogue.

1. During the course of this contract, the State may request that the Contractor update the Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, with the additional product(s) or service(s) line item. For the purposes of this Contract, new line

items added to the Premise Cabling, Equipment and Services Catalogue, Contract Attachment C list, shall be identified as an Additional Catalogue Item, Contract Attachment D, or "ACI." An ACI shall be within the general scope of services.

2. The State will provide the Contractor with a written description of the ACI, and the Contractor shall submit a price to the State.
 - a. The State requires that the pricing offered to the State for ACIs be competitive with pricing offered to the market in general. The Contractor shall provide detailed documentation to the State to substantiate cost(s) for the proposed ACI.
 - b. Cost documentation may be in the form of invoices to the vendor, records of employment costs, component costs, or other documentation that clearly and specifically verifies the cost of the input resources to the Contractor.
 - c. The Contractor may apply a markup of no more than 10% to the Contractor's invoiced cost to determine the cost to the State.
 - d. During the Contract the ACI cost will be computed per the following formula:
$$(\text{Labor Line-Item} \times \text{Hours}) + (\text{Item Invoice Amount} \times \text{ACI } 10\% \text{ rate}) = \text{Cost for New Line Item}$$
3. For any input resource that is a component of an ACI, the State may require the Contractor to obtain three bids for the requested resource (product or service). When applicable to the requested product or service, the Contractor shall incorporate the input resource(s) with the lowest bid price into its ACI proposed cost. The Contractor shall provide records of the bid process to the State to substantiate the low bid price(s).
4. The State will add ACIs to the Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, utilizing the Additional Catalogue Item Form, Contract Attachment D.
 - a. The Contractor shall not commence utilization of ACIs for work under this Contract until a completed Additional Catalogue Item Form has been signed by the Contractor and the State.
 - b. Additional Catalogue Items are considered available for installation or use from the Change Commencement Date as listed on the Additional Catalogue Item Form.
5. All Contractor, Supplier, or Subcontractor information used to determine pricing for ACIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

E.13 Unique Installation Items.

1. On occasion an authorized installation requires an item that is unforeseen and typically a single, unique installation requirement. During the course of this Contract, the State may request the Contractor provide unique or special products that are not pre-priced. For the purposes of this Contract such items shall be identified as a Non Contract Item or "NCI".
 - a. An NCI shall be within the general scope of services.
 - b. NCIs shall be added to the Contract Premise Cabling, Equipment and Services Catalogue, Contract Attachment C, for the required unique installation and as approved by the State according to the following process.
2. The State will provide the Contractor with a written description of the NCI, and the Contractor shall submit a price to the State.
 - a. The State requires that the pricing offered to the State for NCIs be competitive with pricing offered to the market in general. The Contractor shall provide detailed documentation to the State to substantiate cost(s) for the proposed NCI.
 - b. Cost documentation may be in the form of invoices to the vendor, records of employment costs, component costs, or other documentation that clearly and specifically verifies the cost of the input resources to the Contractor.

c. The Contractor may apply a markup of no more than 10% to the Contractor's invoiced cost to determine the cost to the State.

d. During the Contract the NCI cost will be computed per the following formula:

$(\text{Labor Line-Item} \times \text{Hours}) + (\text{Item Invoice Amount} \times \text{NCI 10\% rate}) = \text{Cost for NCI Item}$

3. For any input resource that is a component of an NCI, the State may require the Contractor to obtain three bids for the resource in question. When applicable to the requested product or service, the Contractor shall incorporate the input resource(s) with the lowest bid price into its NCI proposed cost. The Contractor shall provide records of the bid process to the State to substantiate the low bid price(s).
4. All Contractor, Supplier, or Subcontractor information used to determine pricing for NCIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

INSTITUTIONAL NETWORK COMMUNICATIONS, LLC:


Rick Nunn, Member

DATE: APRIL 14, 2022

STATE OF TENNESSEE,

DEPARTMENT OF FINANCE AND ADMINISTRATION:


Howard H. Eley, Commissioner

DATE: 5/3/22

OFFICE OF THE STATE ARCHITECT:


Ann McGauran, State Architect

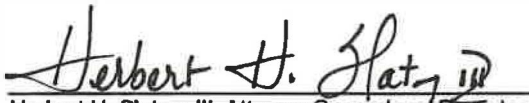
DATE: May 26, 2022

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:


Jason E. Mumpower, Comptroller of the Treasury

DATE: May 27, 2022

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:


Herbert H. Slatery III, Attorney General and Reporter

DATE: 6/23/2022



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: State Contract Purchase - Security Camera Hardware and Installation for the Fire Station 41 Construction Project.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. SWC #172 La Vergne FD Camera System

Summary:

Installation of cameras for security and video intercom at Fire Station 41.

Background Information:

Installation of cameras for security and video intercom at Fire Station 41.

Financial Summary:

The cost is \$15,538.35 and is included in the 23-24 budget line 920.

Staff Recommendation:

Staff recommends approval.



**State of Tennessee
SWC #172 Facility Fire, Security, and Life Safety
Systems and Products**

Not to Exceed Estimate Template

Instructions:

Not to Exceed Estimates (emergency jobs are exempt):

Part 1: Company Information/Job Information

Part 2: Specialty Job Requirements

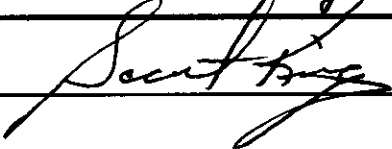
Part 3: Job Scope of Work

Part 4: Job Not to Exceed Estimate; providing an estimate for each line for labor, trip charges, and parts as applicable

Part 5: Contractor Signature

*All jobs shall be awarded based on constant competition among the Qualifying Contractors List for the counties and manufacturer system(s) they are certified to service. Contractor must provide a breakdown of their Not to Exceed Estimate. If the repair cost is lower than the amount quoted, the Contractor may only charge the Authorized User for the cost of the repair. Any needed changes to the Scope of Work discovered by the Contractor that may increase the cost of the Not to Exceed Estimate, must receive approval from the Authorized User prior to commencement of the job.

Note: Per Section E.2.a. of the Specifications document, the Authorized User reserves the right to seek additional Not to Exceed Estimates from Contractors in other counties and non-contract suppliers. The Authorized User (and Contractor(s)) shall follow the instructions for "Non-Emergency Jobs" and award to the Contractor who provides the lowest Not to Exceed Estimate.

Company Name:	Johnson Controls Holdings LLC		Company Contact Name:	Scott King	
Contact Email:	scott.king@jci.com		Contact Phone Number:	615-815-7186	
Date of Estimate/Quote:	1/10/2024		Requesting Agency:	City of Laverne Fire Department	
Contract #:	SWC #172		Job Order #:	Est. # 1-84FYBNN	
Job Location:	County:	Rutherford	Requesting Agency Contact Name & Number:	Deputy Chief Nick Matthews 615-566-9573	
Job Description:	Installation of Camera System. Network recorder, 7 interior cameras, 4 exterior cameras				
Will job require use of specialized equipment?	No		Will job require use of a Subcontractor?	No	
Will job require specialized work?	No		Will job require off-site work?	No	
Identify use of Specialized Equipment, Specialized Work, Subcontractor, or off-site work.					
ITEM	CONTRACT ITEM ID #	QUANTITY	UNIT	PRICE PER UNIT	EXTENDED PRICE
Labor:		30	HR	\$ 122.37	\$ 3,671.03
Trip Charge:			EA		\$ -
Specialized Equipment:			EA		\$ -
Total Parts & Materials Cost **:					\$ 11,867.32
Add additional lines as needed in attachment					
Add breakdown of parts and materials list in attachment	Total Estimated Price for Job:				\$ 15,538.35
Contractor's Printed Name:	Scott King				
Contractor Signature & Date:					



City of Lavergne Fire Department Headquarters Station No. 41
283 Old Nashville Hwy
La Vergne, TN 37086
Estimate Name: Lavergne FD CCTV 1/5/2024 Est. # 1-84FYBNN

BILL OF MATERIALS

Lavergne FD CCTV System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1	One year warranty as required by state	One Year State Warranty	
1	IP04-08T-G2P16	Network recorder with 16 port built in switch. Lifetime SSA included at no charge	
1	5000-50305	Rail kit to mount in network rack	
7	IFS03-D21-AT03	Interior cameras	
1	IFS03-D21-OI03	Ext. Camera outside rear entry door	
3	IFS08D2OCWITB	Exterior cameras	
3	ADC16DPCAPIW	Ext. Camera mount accessory	
3	ADLOMARM	Ext. camera wall mount	
1	Labor Adjustments	Termination of cable at both camera and NVR	
1	Line Item Comment	CAT 6e cable provided and installed by others	
1	Programming	As required	
1	Permit Fees	Permit	
30	Regular Labor	Installation Labor	

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: State Contract Purchase - Access Control Hardware and Installation for the Fire Station 41 Construction Project.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. SWC #172 La Vergne FD Card Access

Summary:

This contract is for access control hardware and installation for Fire Station 41.

Background Information:

This contract will include all access control hardware and installation of the product for Fire Station 41.

Financial Summary:

The cost is \$38,153.82 and is included in the 23-24 budget line 920.

Staff Recommendation:

Staff recommends approval.



**State of Tennessee
SWC #172 Facility Fire, Security, and Life Safety
Systems and Products**

Not to Exceed Estimate Template

Instructions:

Not to Exceed Estimates (emergency jobs are exempt):

Part 1: Company Information/Job Information

Part 2: Specialty Job Requirements

Part 3: Job Scope of Work

Part 4: Job Not to Exceed Estimate; providing an estimate for each line for labor, trip charges, and parts as applicable

Part 5: Contractor Signature

*All jobs shall be awarded based on constant competition among the Qualifying Contractors List for the counties and manufacturer system(s) they are certified to service. Contractor must provide a breakdown of their Not to Exceed Estimate. If the repair cost is lower than the amount quoted, the Contractor may only charge the Authorized User for the cost of the repair. Any needed changes to the Scope of Work discovered by the Contractor that may increase the cost of the Not to Exceed Estimate, must receive approval from the Authorized User prior to commencement of the job.

Note: Per Section E.2.a. of the Specifications document, the Authorized User reserves the right to seek additional Not to Exceed Estimates from Contractors in other counties and non-contract suppliers. The Authorized User (and Contractor(s)) shall follow the instructions for "Non-Emergency Jobs" and award to the Contractor who provides the lowest Not to Exceed Estimate.

Company Name:	Johnson Controls Holdings LLC		Company Contact Name:	Scott King	
Contact Email:	scott.king@jci.com		Contact Phone Number:	615-815-7186	
Date of Estimate/Quote:	1/10/2024		Requesting Agency:	City of Laverne Fire Department	
Contract #:	SWC #172		Job Order #:	Est. # 1-84FYBNT	
Job Location:	County:	Rutherford	Requesting Agency Contact Name & Number:	Deputy Chief Nick Matthews 615-566-9573	
Job Description:	Installation of Card Access System for 12 doors				
Will job require use of specialized equipment?	No		Will job require use of a Subcontractor?	No	
Will job require specialized work?	No		Will job require off-site work?	No	
Identify use of Specialized Equipment, Specialized Work, Subcontractor, or off-site work.					
ITEM	CONTRACT ITEM ID #	QUANTITY	UNIT	PRICE PER UNIT	EXTENDED PRICE
Labor:		84	HR	\$ 120.12	\$ 10,090.28
Trip Charge:			EA		\$ -
Specialized Equipment:			EA		\$ -
Total Parts & Materials Cost **:					\$ 28,063.54
Add additional lines as needed in attachment					
Add breakdown of parts and materials list in attachment	Total Estimated Price for Job:				\$ 38,153.82
Contractor's Printed Name:	Scott King				
Contractor Signature & Date:					



City of Lavergne Fire Department Headquarters Station No. 41
 283 Old Nashville Hwy
 La Vergne, TN 37086
 Estimate Name: Lavergne FD Access Control 1/5/2024 Est. #
 1-84FYBNT

BILL OF MATERIALS

Lavergne FD Access Control System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1	One year warranty as required by state	One year warranty as per State Contract	
3	NSI_MPA4MPSU/Other_Honeywell	MPA2, 4 Doors Controller & Metal Enclosure	
12	3MIL-R11325-NB	3milliID Single Gang w/ Keypad Reader (EV2, Mifare and Proximity)	
10	HE-450030601	Electric Strikes	
4	M62	Mag Locks for two sets of double doors	
2	PB3EN	Emergency exit button for two sets double doors	
2	TREX-XL2	Request to exit motion sensor for two sets double doors	
1	AL300ULB	Maglock Power Supply	
1	LC2	Line cord for power supply	
1	POC - CustOwnEquip	Connection to Customer Provided Fire Alarm Control Panel Relay	
1	Labor Adjustments	Termination of Customer provided and installed wire at door and controllers	
1	JOS-1A	Touch Button Video Intercom with Video Door Station and Plastic Surface Mount	
1	RY-1824L	RY-1824L FORM C RELAY 18-24VDC	
1	MCW-S/B	DESK STAND, ADJUSTABLE	
100	710536EWTA	CAT 5e 24/4pr, SOL, Unshielded, CMP/MPP, Plenum, White, 500' Box	
1	Programming	System programming	
1	Permit Fees	Low Voltage Permit	
84	Regular Labor	Installation Labor	

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Approve a Professional Services Agreement with Croft and Associates, LLC for the Upper Chaney Woods Interceptor Sewer Appraisals and Market Study.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. PSA - Chaney Woods Interceptor Sewer

Summary:

In order to avoid utility conflicts, the city needs to acquire easements for 5409 and 5404 Murfreesboro Road.

Background Information:

Financial Summary:

Appraisal - Eminent Domain - \$4,250 each = \$8,500

Market Study (already completed at initial request in December) = \$1,500

Management / Consulting / Quality Check = \$2,500

Total Fees - \$12,500

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

The City of La Vergne, Tennessee, hereinafter referred to as the "City" whose principal administrative offices are located at 5093 Murfreesboro Road, La Vergne, TN, 37086 and Croft and Associates LLC, hereinafter referred to as the "Consultant", whose principle offices are located at 4711 Trousdale Drive, Suite 121, Nashville, TN 37220, hereby enter into this Professional Services Agreement, hereinafter referred to as the "Agreement" effective this 26 of January, 2024, Hereinafter referred to as the "Effective Date" of this Agreement.

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in exhibit "A" of this agreement related to the Chaney Woods Interceptor Sewer.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$10,000.00.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work is encountered.

- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and work done outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the work to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 45+/- calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Work performed prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- B. The City will review and approve, deny, or request modification of the invoice based on deliverables, project updates, work summaries, and other relevant information
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing

6. Accounting of work and materials provided based on rate schedule in exhibit "B"
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend work until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will conduct work in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession
- B. Consultant will act in a professional manner while undertaking work upon the city's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials

- D. Consultant will not hold the City responsible for the technical accuracy of Consultant work products, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and work products
- B. Consultant may rely upon the work of others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with all local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, work submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the work in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any work product as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of one million dollars (\$1,000,000) per employee for bodily injury by accident, one million dollars (\$1,000,000) per employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for disease
 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

- A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "D" showing policy limits as described in 7.01.A of this Agreement

7.03- Coverage of the City

- A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

- A. Consultant will, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by

Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

9.02- City Obligation

- A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act

Section 9- Termination and Suspension

9.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

9.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

9.03- Termination for convenience

- A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

9.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver work products following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.02
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 10- Controlling Law

10.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee

- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 11- Assignment, Bind Effect, Severability

11.01- Assignment

- A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

11.01- Binding Effect

- A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

11.02- Severability

- A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 12- Dispute Resolution

12.01- Notice of Dispute

- A. Notice of a dispute will be provided in a formal letter or email
- B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
- C. Notice of Dispute by the Consultant will be delivered to the City project manager

12.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding mediation with a neutral third party mediator that shall be mutually agreed upon
- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the

arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 13- Force Majeure

13.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

14.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

14.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

City of La Vergne

By: Jason Cole
Mayor

Croft and Associates LLC

By: Dianna L. Khosa
President / Owner

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services includes but is not limited to:

- Management of sub consultants for valuation of properties for eminent domain.
 - Quality Check (QC) of appraisals for *two (2) tracts.
 - Presentation of final appraisal report to be used for condemnation purposes.
 - Final project close-out with the City.
- *Tracts identified on exhibits provided from the City. Any additional tracts will require a change of scope.

EXHIBIT B

FEE SCHEDULE

An invoice will be provided for work performed on a deliverable basis.

The first invoice will be presented approximately 30 to 45 days after the signature and approval of the Professional Services Agreement (PSA) and Notice to Proceed. Each invoice thereafter will be presented monthly in accordance with Section 4 – Payment of the PSA.

The invoice will include fees for work completed as follows in accordance with Exhibit C and Section 3 – Schedule of the PSA.

1. Consulting and QC of final reports	\$ 1,500.00
2. Appraisals	\$ 8,500.00
a. Two (2) tracts at \$4250 each	
Total NOT TO EXCEED	\$ 10,000.00

EXHIBIT C

SCHEDULE OF WORK

Deliverable	Estimated Duration from NTP
Appraisals	45 +/- days
QC and Closeout*	45 +/- days

*Work performed simultaneous to other deliverables.

The above time frames are subject to winter weather, obtaining all corrected documents in a timely manner, and maintaining a line of communication between the City and Consultant for incidentals.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270		CONTACT NAME: Select Commercial PHONE (A/C, No, Ext): 855 874-0777 E-MAIL ADDRESS: selectcommercial@usi.com FAX (A/C, No):	
INSURED Croft and Associates LLC 4711 Trousdale Dr, Ste 121 Nashville, TN 37220		INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd. NAIC # 11000 INSURER B : Hartford - WC Multiple Issuing Cos 00914 INSURER C : Palms Insurance Company Ltd. NO NAIC INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20SBABB1189	12/29/2023	12/29/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20SBABB1189	12/29/2023	12/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			20SBABB1189	12/29/2023	12/29/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECBB3T8N	12/29/2023	12/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab			CSIPMPL0008900	12/29/2023	12/29/2024	\$2,000,000 / occurrence \$2,000,000 / aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an additional insured regarding the general liability per written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

City of La Vergne
 5093 Murfreesboro Road
 La Vergne, TN 37086

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Approve Change Order #1 with CTI for the Upper Chaney Woods Interceptor Sewer Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments:

1. Change Order #1
2. Change Order #1 Worksheet

Summary:

This is to approve the change order from CTI for the Upper Chaney Woods Interceptor Sewer Line project.

Background Information:

This project is for 6,800 linear feet of 21-inch and 3,200 linear feet of 18-inch gravity sewer, with manholes, incidentals, and appurtenances including highway and railroad crossings.

Financial Summary:

The original contract price for this project is \$5,896,082.00. The contract price will be decreased by \$308,656.48. The new contract price, including the change order will be \$5,587,425.52. The contract time will be increased by 120 calendar days. The new completion date is expected to be June 28, 2024.

Staff Recommendation:

Staff recommends approval.

CHANGE ORDER

Order No. 1

Date: 1/30/2024

Agreement Date: _____

NAME OF PROJECT: Upper Chaney Woods Interceptor Sewer (Segments 4 and 3)

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Mofield Brothers Construction Co., LLC

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ 5,896,082.00

Current Contract Price adjusted by previous Change Order \$ _____

The Contract Price due to this Change Order will be

~~increased~~/decreased by: \$ (308,656.48)

The new Contract Price including this Change Order will be \$ 5,587,425.52

Change to Contract Time

The Contract Time will be increased/~~decreased~~ by 120 calendar days.

The date for completion of all work will be June 28, 2024 (date).

Justification

See attached worksheet.

Accepted by: David R. Eathorby (Contractor)

Recommended by: James H. Moore (Engineer)

Ordered by: _____ (Owner)

Upper Chaney Woods Interceptor Sewer Item		Bid Quantity	Unit Price	Change Order 1		Reason for change
Bid Item No.	Description			Quantity Change	Amount of Change	
1	21" PVC Gravity Sewer	5044	\$ 358.00	-548.06	\$ (196,205.48)	Mathematical error in the bid Quantity
2	18" PVC Gravity Sewer	2551	\$ 336.00		\$ -	
3	8" PVC Gravity Sewer	80	\$ 210.00		\$ -	
4	24" DIP Gravity Sewer	2030	\$ 326.00		\$ -	The 185 ft that was going into the casing pipe under the rail road will go for the changes in Mur. Road
5	18" DIP Gravity Sewer	640	\$ 308.00		\$ -	
6	4" PVC Gravity Sewer	530	\$ 38.00	90	\$ 3,420.00	Service line overage to connect service lines
7	4" Cleanout with Traffic Box	3	\$ 855.00	-1	\$ (855.00)	Only 2 Cleanout found to need Traffic Box Moved to Non-Traffic Box
8	4" Cleanout with Non-Traffic Box	47	\$ 310.00	2	\$ 620.00	Moved from traffic box
9	Manhole with Frame and Casting	50	\$ 5,435.00	6	\$ 32,610.00	1 Extra Manhole will be needed at rail road crossing. Reordered MH at Old Nashville Hwy to get angle. 4 New manholes will be needed for Murfreesboro rd changes.
10	Extra for Watertight Frame and Casting	14	\$ 738.00	35	\$ 25,830.00	Requested change from City to make these MH Watertight, there will be 2 extra for 2 added MH.
11	Clay or Concrete Cut-off	53	\$ 820.00		\$ -	
12	Connect to Existing Gravity Sewer	15	\$ 553.00		\$ -	
13	Connect to Existing Service Line	48	\$ 364.00		\$ -	
14	New Service Connections to Pipe	46	\$ 2,922.00	1	\$ 2,922.00	One extra service found that had to be added
15	New Service Connections to Manhole	2	\$ 2,022.00		\$ -	
16	Existing Gravity Sewer Connection to Manhole	15	\$ 878.00		\$ -	
17	Bore and Jack 36" Steel Casing Pipe (0.0250" WT) Fergus Road	70	\$ 1,975.00		\$ -	
18	Bore and Jack 36" Steel Casing Pipe (0.0250" WT) Murfreesboro Road	155	\$ 2,775.00		\$ -	
19	Bore and Jack 36" Steel Casing Pipe (.0532" WT) CSX Railroad	173	\$ 3,002.00	-173	\$ (519,346.00)	This will not be installed. Will reuse existing casing.
20	Bore and Jack 24" Steel Casing Pipe (.250" WT) Old Nashville Highway	70	\$ 1,425.00		\$ -	
21	Trench Width Pavement Replacement (Type 1)	150	\$ 163.00		\$ -	
22	Street Width Pavement Replacement (Type 1)	270	\$ 241.00		\$ -	
23	Trench Width Gravel Surface Replacement (6" Minimum)	450	\$ 45.00		\$ -	
24	Manhole Drop Connection	1	\$ 5,203.00	1	\$ 5,203.00	Additional Drop Manhole needed at MH F-8
25	Creek Crossing	20	\$ 12,750.00	8	\$ 102,000.00	A service line had to go cross a creek
26	Replace 18" RCP Drain	45	\$ 438.00		\$ -	
27	Replace 24" RCP Drain	10	\$ 512.00		\$ -	
28	Replace 10" PVC Pipe	30	\$ 147.00	-10	\$ (1,470.00)	Not installed
29	Seeding and Mulching	9400	\$ 9.00		\$ -	
30	Siltation and Erosion Control	1	\$ 105,000.00		\$ -	
31	Sewer Flow Control	1	\$ 41,000.00		\$ -	
32	Install 24" HTPE Pipe in existing casing		\$ 368.00	185	\$ 68,080.00	This will be installed into Casing pipe under rail road in place of DIP
33	Vent Pipe Installation and Material		\$ 8,965.00	13	\$ 116,545.00	Requested by City when adding the watertight casting
34	Core Drilling and Connection of Force Main		\$ 3,550.00	4	\$ 14,200.00	Unknown grinder pump/ Force main connections into manhole F-24, F22, F6, F81
35	Concrete Barrier Wall Rental		\$ 7,540.00	1	\$ 7,540.00	Required by state to locate unknown line on Murfreesboro Road
36	Hydro Vac location of lines		\$ 14,050.00	1	\$ 14,050.00	Used to locate gas lines and water line on Murfreesboro Road
37	Digging of first Bore Pit		\$ 16,200.00	1	\$ 16,200.00	Bore Pit was dug before discovering gas line conflict
38						
39						
					\$ (308,656.48)	



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Ratify the Approval of a Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Development Expenses for the Tennessee Law Enforcement Training Academy (TLETA).

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Grant Contract

Summary:

This item will ratify the approval of a grant contract to receive funds that will be used to pay for tuition assistance, training and professional development services for the Tennessee Law Enforcement Training Academy.

Background Information:

This is a new grant being offered by the State of Tennessee to law enforcement agencies. This grant will provide \$40,000 per year for five years for a total of \$200,000.

The deadline to submit the grant back to the state was prior to the February 6, 2024 meeting, so the Mayor has approved the grant contract, subject to ratification by the Board of Mayor and Aldermen.

Financial Summary:

The total amount of the grant is \$200,000 over five years.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date February 5, 2024	End Date April 2, 2028	Agency Tracking # 33501-2448191	Edison ID Non-Edison Contract 77734-156		
Grantee Legal Entity Name City of La Vergne			Edison Vendor ID 0000001520		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Grant funds to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
☒ Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
☐ Non-competitive Selection					
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 - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF LA VERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and City of La Vergne, hereinafter referred to as the "Grantee", is for the provision of grant funds to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy ("TLETA"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training Commission rules and regulations found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. The Grantee may hire an individual after May 1, 2023, as a law enforcement officer who is not certified as a law enforcement officer in Tennessee, ("new officer") as of the effective date of Delegated Grant Authority 77734. Each officer shall be sent to the TLETA Basic Training Academy and successfully complete the program before the Grantee can make request for payment. The Grantee is not entitled to receive any grant funds for officers who do not graduate from the TLETA Basic Training Academy.
- A.4. The Grantee shall assign the enrolled officer to a law enforcement function. For the purposes of this Grant Contract, a law enforcement function does not include correctional assignments, inmate transportation, dispatch, or other roles that do not involve the prevention or detection of crime.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on February 5, 2024 ("Effective Date") and end April 2, 2028 ("Term"). The State 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 State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The tiers establishing the incidental cost-sharing assistance amounts below are based on the most current version of the Ability to Pay Index²⁷ (ATPI) in the county or city for which the Grantee has jurisdiction for the duration of the Grant Contract and are not subject to escalation for any reason unless amended.

<u>ATPI Range</u>	<u>TDEC Ranges (TLETA Tier)</u>	<u>Incidental Cost-Sharing Assistance</u>
0-20	Tier 1	\$15,000
30-40	Tier 2	\$12,000

²⁷ <https://utextensionced.tennessee.edu/ability-to-pay-index/>

50-60	Tier 3	\$9,000
70-100	Tier 4	\$5,000

- C.3. Payment Methodology. The Grantee shall be paid the amount in Section C.2. corresponding to the ATPI Range for the county or city for which the Grantee has jurisdiction at the time an invoice is submitted, not to exceed the Maximum Liability established in Section C.1., for each new officer who has successfully completed TLETA's Basic Training Academy as set out in Section A.3.
- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, no less than ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

William "Chip" Kain, Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

- a. The Grantee understands and agrees to all of the following:
- (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
 - (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) A claim under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - 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.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall be responsible for maintaining and submitting the W-9 form and ensure the State has the accurate information on an annual basis.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

William "Chip" Kain, Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

John Eubank, Sergeant
City of La Vergne/La Vergne Police Department
5093 Murfreesboro Rd
LaVergne, TN 37086
jeubank@laveragnetn.gov
Telephone #615-793-7744

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written

justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 — 200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this

Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A Grantee Application



APPLICATION FOR TENNESSEE LAW ENFORCEMENT HIRING, TRAINING AND RECRUITMENT PROGRAM COST SHARING



Participation in this Tennessee Law Enforcement Hiring, Training, and Recruitment Program is voluntary. By signing this document, you are agreeing to abide by the terms of the executed Contract and to submit information requested by the Tennessee Law Enforcement Training Academy as requested. By signing this agreement, you also understand you are responsible for requesting funds and maintaining compliance with all Peace Officer Standards and Training (POST) Commission rules of this program and other state and federal laws. Failure to maintain compliance with the Contract may result in Contract termination.

Agency/Department Name: La Vergne Police Department
 Name of Agency/Department Head: Christopher Moews
 Mailing Address 5093 Murfreesboro Road City La Vergne
 (include area code)
 State TN Zip Code 37086 County Rutherford Phone 615-892-0161
 Chief/Sheriff E-Mail: cmoews@lavergnethn.gov
 Agency/Department FEIN 62-0890630 Edison Supplier ID _____

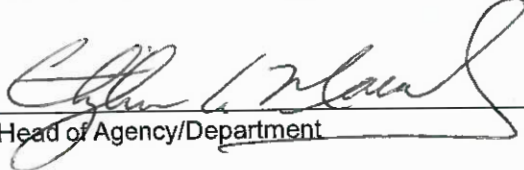
Grant Budget: Estimate the number of cadets 20 the Agency/Department will send to TLETA over five (5) years at Law Range Teir 1 ATPI range of \$ 15,000.00 for reimbursement per cadet.

Please include a copy of the Department's W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) with this application.

Authorized Representative of Agency/Department: Sgt. John Eubank
 Email of Authorized Representative jeubank@lavergnethn.gov
 Telephone of Authorized Representative 615-892-0161

I, under the penalty of perjury (T.C.A. § 39-16-701), certify that the information provided in this application is correct and complete.

I certify that the information given in this application is correct and complete to the best of my knowledge, and if the Agency/Department am approved, the Agency/Department will abide by the rules and regulations of the Program.

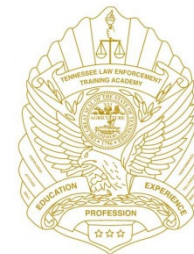

 Head of Agency/Department

10-18-23
 Date

ATTACHMENT B Grant Budget



Tennessee Law Enforcement Hiring, Training, and Recruitment Program Cost Sharing Grant Invoice



GRANTEE NAME _____

GRANTEE MAILING ADDRESS _____

GRANTEE CITY STATE ZIP CODE _____

GRANTEE EDISON ID _____ GRANT CONTRACT NUMBER _____

GRANTEE CITY OR COUNTY (FOR ATPI) _____

TLETA GRADUATION DATE _____

Please indicate above the county or city where the law enforcement agency is located to determine the Ability to Pay Index²⁸ (ATPI) Range. Then indicate below which officers graduated from the Tennessee Law Enforcement Training Academy (TLETA) Basic Training Academy from your agency and calculate the total payment below.

Names of Officers who graduated from TLETA (attach a separate sheet, if needed)			
Officer Name	Officer PSID	Officer Name	Officer PSID

Officers by ATPI					
# Officers	ATPI Range	TDEC Ranges (TLETA Tiers)	X	Cost	Total
	0 - 20	Tier 1	x	\$15,000.00	
	30 - 40	Tier 2	x	\$12,000.00	
	50 - 60	Tier 3	x	\$9,000.00	
	70 - 100	Tier 4	x	\$5,000.00	

Name of Law Enforcement Agency _____

Print Name of Chief: _____

Signature of Chief: _____ Date: _____

²⁸ <https://utextensionced.tennessee.edu/ability-to-pay-index/>

ATTACHMENT C**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number: 0000001520

Is City of La Vergne a parent? Yes No

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

Is City of La Vergne a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Approve Contract with the Greater Nashville Regional Council for the Provision of Special Census Field Verification and Review Services.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. GNRC Special Census Verification Contract

Summary:

This is a contract with the GNRC so they can provide field verification and review services for our special census.

Background Information:

As part of the process for the special census, the State requires a development district - in our case, GNRC - to review and conduct field verification on our final list of names and addresses that we submit for our special census. Once they complete their review and verification, then it gets submitted to the state for final approval.

Financial Summary:

The maximum cost of this contract is \$41,591.00. This is a very high estimate and both GNRC and the city feel that it will not reach that amount. GNRC will be charging the city a base fee of \$2,500 up front and then charging \$60 per hour for their time in conducting the review, which will be payable at the project close. Funds are in the budget to cover these costs, but if the total cost gets close to the maximum amount, we may need to do a budget amendment for other expenses that will be needed for the special census.

Staff Recommendation:

Staff recommends approval.

**CONTRACT SCV-24-3026
BETWEEN
CITY OF LAVERGNE
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between City of Lavergne ("CLIENT") and the Greater Nashville Regional Council ("GNRC"), is for the provision of professional services. The CLIENT and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

A. SCOPE OF SERVICES:

GNRC agrees to conduct a verification of the information obtained from the special census count conducted by the CLIENT. GNRC shall adhere to the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The CLIENT must submit the required information to GNRC no later than March 1, 2024.

B. TERM OF CONTRACT:

The Parties agree that this Contract will be effective for the period beginning on January 1, 2024 ("Effective Date") and ending on June 30, 2024 ("Term"). Neither party will have any obligation to the other for fulfillment of the Contract outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

In no event will the maximum liability of the CLIENT under this Contract exceed \$41,591.00. The CLIENT agrees to pay GNRC according to the fee and payment schedule incorporated into this Contract as Exhibit A.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations or bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address.

The CLIENT:

BRUCE E. RICHARDSON
CITY OF LAVERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
EMAIL: BRICHARDSON@LAVERGNETN.GOV
PHONE #: 615-287-8634

GNRC:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG
PHONE # 615-880-3540

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.
- D.4. Termination for Convenience. Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination. If the effective date of any termination for convenience occurs prior to the beginning of the second half of the Contract term identified in Section B, the CLIENT will be entitled to a refund of 50 percent of the paid subscription fee. A termination for convenience made by the CLIENT during the second half of the term will not be eligible for a refund.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees 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 GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.
- D.10. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.

- D.11. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.12. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.13. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.14. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.17. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.18. 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 of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.20. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits.

- D.21. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.22. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.23. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.

AGREED,

GREATER NASHVILLE REGIONAL COUNCIL



MICHAEL SKIPPER, EXECUTIVE DIRECTOR

1/24/2024

DATE

CITY OF LAVERGNE

MAYOR

DATE



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Approve Annual Renewal of GIS Managed Services for the Police FLEX/CAD System.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. La Vergne, TN - GIS Managed Services

Summary:

This is for the annual renewal of GIS managed services provided by Motorola Solutions.

Background Information:

This is the annual renewal of the GIS services provided by Motorola Solutions to update the Police CAD and mobile maps on a quarterly basis. This quote also includes migration services to move from ArcGIS Desktop to ArcGIS Pro which is required by ESRI.

Financial Summary:

This year's renewal cost is \$28,612.69.

Staff Recommendation:

Staff recommends approval.

Billing Address:
LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086
US

Shipping Address:
LAVERGNE FIRE DEPT
283 OLD NASHVILLE HWY FIRE
ADMIN BLDG
LA VERGNE, TN 37086
US

Quote Date:01/24/2024
Expiration Date:01/23/2025
Quote Created By:
Janel Flanigan
Janel.Flanigan@
motorolasolutions.com
(312)-343-0752

End Customer:
LAVERGNE, CITY OF

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
	Training, Consulting and Managed Services				
1	SSV00S03111A	0162	PLUS GIS SERVICE TERM (QUARTERLY)	1	1 YEARS
	Flex				
2	ISV00S01851A	0030	FLEX CAD DELIVERY SERVICES	1	

Grand Total **\$28,612.69(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

Term 2 Flex Maintenance Total: \$19,688.24

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



GIS MANAGED SERVICES PLUS STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions. (Motorola) and the Customer in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a quarterly service delivery cadence, as noted on the quote page.

Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola. – If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
 - Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Install necessary patches required to support the GIS Managed Service delivery.
- Motorola will provide to the following environment items required to deliver the service:
 - A practice database refresh if not previously completed within three months of the term Effective date.
 - Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
 - Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server.
 - Remote Access appliance (example: Bomgar) installation file used for unattended remote access.
 - If using point feature class type, an ArcGIS Enterprise account used by the Customer to maintain identified agency layers via the Motorola-provided local data web application.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time



that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer - In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.

Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer. •

Review the Service Delivery Environment requirements.

- Review Motorola and Customer responsibilities, expectations, scope and terms of the service. •

Review existing visual maps.

- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
- Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

Customer Responsibilities

- Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.
- Confirm network access of GIS Server for use by the Flex system.
- Provide Motorola with the most up to date copy of Customers existing GIS.Data in an Esri supported format. •

Provide the recurring dates that Motorola will deliver the GIS updates.

- Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.

Feature Class Update

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, line or polygon feature classes.

An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the



service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customer's location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
- Process the agency GIS data update from the Motorola provided local data web application. • Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
- Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.

Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
- Use Motorola-provided local data web application to update the agency GIS data layer. • Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

GeoProcessing and Publishing

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Update and publish ESRI map service(s) to support Flex Mapping.
- If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer supplied network dataset for routing service.
- Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will



be included in MMPK packages.

- Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customer's live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.
- Customer Responsibilities
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service.

Motorola is not responsible for acquiring, processing, ortho-correcting or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. Customers may obtain ESRI guidance on map service uses and functionality on the ESRI website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to current release version and reference 'What is a map service?' for service explanation and publishing guidance).

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer*. Motorola does not provide for deployment or support assistance of map services using tile caching including imagery, customer may provide Motorola the map service URL and Motorola will add the URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and ESRI licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.



The Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.



Section 1

GIS Managed Services Plus Statement of Work

1.1 Overview

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions. (Motorola) and the Customer in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a quarterly service delivery cadence, as noted on the quote page.

1.1.1 Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola.
 - If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
 - Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Install necessary patches required to support the GIS Managed Service delivery.

Motorola will provide to the following environment items required to deliver the service:

- A practice database refresh if not previously completed within three months of the term Effective date.
- Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
- Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server.
- Remote Access appliance (example: Bomgar) installation file used for unattended remote access.
- If using point feature class type, an ArcGIS Enterprise account used by the Customer to maintain identified agency layers via the Motorola-provided local data web application.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer - In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

1.1.2 GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.

Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer.
- Review the Service Delivery Environment requirements.
- Review Motorola and Customer responsibilities, expectations, scope and terms of the service.
- Review existing visual maps.
- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
- Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

Customer Responsibilities

- Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.

- Confirm network access of GIS Server for use by the Flex system.
- Provide Motorola with the most up to date copy of Customers existing GIS.Data in an Esri supported format.
- Provide the recurring dates that Motorola will deliver the GIS updates.
- Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.

1.1.3 Feature Class Update

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, line or polygon feature classes.

An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
- Process the agency GIS data update from the Motorola provided local data web application.
- Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
- Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.

Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
- Use Motorola-provided local data web application to update the agency GIS data layer.
- Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.

- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

1.1.4 GeoProcessing and Publishing

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Update and publish ESRI map service(s) to support Flex Mapping.
- If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer supplied network dataset for routing service.
- Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will be included in MMPK packages.
- Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customers live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.

Customer Responsibilities

- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

1.1.5 Aerial Imagery

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Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer*. Motorola does not provide for deployment or support assistance of map services using tile caching including imagery, customer may provide Motorola the map service URL and Motorola will add the URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and ESRI licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

1.1.6 Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.

The Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.

Section 2

GIS Managed Services ArcGIS Pro Migration For FLEX

Statement of Work

2.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) services as presented in this offer to the Customer (hereinafter referred to as “Customer”). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola’s ArcGIS Pro migration services are limited to migrating the Customers existing Esri ArcGIS Desktop environment to Esri’s ArcGIS Pro environment to support the continued use of Customers existing GIS data in the Motorola system. The services are limited to those contained in this SOW and exclude procurement, installation, initiation and or configuration of any additional hardware, software or service.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

2.2 Required Resources

In order to enable a successful migration from ArcGIS Desktop to ArcGIS Pro, both Motorola and the Customer will assign sufficiently skilled resources to fulfill the responsibilities outlined in this Statement of Work.

Motorola GIS Analyst

The Motorola GIS Analyst specializes in geographical information technology and possesses expert level experience with ESRI toolsets. The Motorola GIS Analyst fulfills the Motorola responsibilities outlined in this SOW and provides the following:

- Customer guidance with adherence to GIS data requirements of the Motorola GIS system.
- Consult on the conversion of Customer GIS source data for Motorola use.

Key Dispatch Resource

The key dispatch resource plays an integral part in testing the migrated GIS system and is the conduit between the GIS Administrator and dispatchers. Active participation in testing is critical to the successful completion of the ArcGIS Pro migration activities.

2.3 Completion Criteria

Motorola Services are considered complete upon Motorola performing the last task listed in a series of responsibilities. Customer task completion will occur per a mutually agreed upon schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer.

2.4 Migration Services

2.4.1 Planning Session

A clear understanding of the expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect required for a successful migration to ArcGIS Pro. A Planning teleconference will be scheduled after the Agreement has been executed to review the scope and involvements in completing the migration. Timely interaction is critical to the successful completion of the migration. The agenda will include the following:

- Review project delivery requirements as described in this SOW.
- A review of the hardware and software prerequisites.
- Discuss Customer involvement in data gathering, data clean up and provisioning to confirm understanding of the scope and required time commitments.
- Discuss Motorola remote access requirements (access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of upgrade activities).

Motorola Responsibilities

- Schedule the remote Planning Session.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review the Flex patching level.
- Provide Customer a link to the Flex Hardware and System Requirements documents contained in the Motorola Solutions Learning Site (LXP).
- Review the GIS data requirements.
- Review GIS layers used in existing purchased Flex modules.
- Review Motorola's delivery approach, schedule, and its reliance on Customer-provided remote access.
- Schedule migration check session.

Customer Responsibilities

- Update and/or confirm Flex patching is at or above patch level 2023.3.
- Provide confirmation that the Practice environment Database is functioning and accessible.
- Verify the Customer provided Windows GIS server is running an ArcGIS Server version that supports the ArcGIS Pro environment as per the most current Flex Hardware and System requirements found in Motorola LXP.
- Provide an ArcGIS Pro license that coordinates with the ArcGIS Server version that is present on the Windows server dedicated for use as the Flex GIS server.
- If an SSL certificate is a configured component of the Customer's GIS Server verify certificate is configured for use with ArcGIS Server.
- Review current system, module requirements and GIS Data Requirements documents located in Motorola LXP.
- Provide the current ArcGIS Desktop based folder and data structure to Motorola.

2.4.2 Migration Build

Over a mutually agreed upon period of time Motorola will develop a functional dataset to be delivered to the Customer in the format necessary for the ArcGIS Pro migration.

Motorola Responsibilities

- Build the ArcGIS Pro folder and data structure that will be delivered to the Customer during the Conversion Execution activities.
- Upon completion of the Migration Build, deliver the dataset to the Customer and load the delivered dataset on the Flex GIS Server.

Customer Responsibilities

- Perform data clean up, as may be required to ensure data conforms to Flex GIS Data requirements.

2.5 Conversion Processing

Conversion processing consists of two primary activities: building the migration dataset and setting up the dataset on the Flex GIS Server.

2.5.1 Conversion Execution

Motorola will complete the conversion via remote access to the Flex GIS server. After the conversion work activities have been completed, the practice database will be linked to the new ArcGIS Pro published services.

Motorola Responsibilities

- Build the migration dataset.
- Upon completion of the migration build, deliver the migration build dataset.
- The following items will be completed:
 - Provide FlexEnterpriseSOE.soe, FlexProToolboxTools scripts, and locator build requirements.
 - Execute each of the following on the Customers GIS environment:
 - Import Customers GIS data into the migrated file structure to create a staging area on the Customer Practice environment.
 - Model setup and Flex toolset
 - Create ArcGIS Pro supported files to support contracted Flex modules.
 - Update map configuration in the Administration Manager (adminutil) on the Flex system.
- Test address validation within the Flex client to confirm that GeoValidation is functioning.
- Test visual map display and routing capability if Mapping modules and or quickest route are components of Customers system.

2.5.2 Validation Burn in Period

The validation burn in period provides the Customer an opportunity to exercise the migrated GIS system prior to commencing production use. The validation burn in period starts upon conclusion of the migration execution for the practice environment and extends for ten business days.

Motorola Responsibilities

- Provide remote assistance in support of Customer testing activities of contracted Flex modules within the Practice database.
- Assist Customer in determining GIS data issues affecting expected outcomes.
- Respond to Customer reported anomalies manifesting in the Flex software.

Customer Responsibilities

- Exercise testing of the contracted Flex modules in the Practice environment, validating Customer generated use cases.
- Use the Motorola resource to triage anomalies so as to identify GIS data issues versus Flex application issues.

- Correct any identified GIS data issues.
- Upon conclusion of the validation burn in period, place a freeze on the Practice database in preparation for activation in production.
- Coordinate a day and time for Motorola to apply migrated services to the production environment.

2.5.3 Migration Build to Production

Applying migrated services to the Production environment completes the upgrade process. Motorola and Customer will agree upon the day and time to apply the migrated services to the production environment. Both parties will participate via a teleconference in order to respond to any negative impacts that may arise in the production environment.

Motorola Responsibilities

- Establish a teleconference prior to initiating the implementation of migrated services in the Production environment.
- Apply migrated services to the production environment.
- Verify functionality of the contracted Flex modules within the Flex client to confirm that they are operational in the Production environment.

Customer Responsibilities

- Ensure availability of the Key Dispatch and SAA representatives.
- Provide Motorola written documentation of any anomalies in the production environment, directly attributed to the ArcGIS Pro migration, within five calendar days of commencing use in the Production environment.
- If not included in the current GIS Managed Services service agreement, perform routine Address Maintenance to ensure database location integrity.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: First Reading - **Ordinance #2024-03** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2024-03

Summary:

This is a budget amendment for the General Fund for the purchase of a mobile surveillance camera for the Police Department.

Background Information:

The city received a Justice Assistance Grant from the Department of Justice to purchase a Mobile Surveillance Trailer for the Police Department. The amount of the grant is \$12,037.00. The grant agreement was approved by the Board of Mayor and Aldermen at the November 7, 2023 meeting. The cost of the surveillance trailer is \$29,995, so additional funds need to be allocated to make the purchase.

The Police Department has recently sold some surplus military equipment through GovDeals. They have asked that those funds be used to pay for this additional cost for the equipment. Unfortunately, with the way the accounting rules work, we cannot take funds directly from a revenue account to pay for purchases. The revenues from the sale of the surplus property go into the general fund revenue account, which will end up in the fund balance. The remaining \$18,000 needed to make the purchase will need to come from the fund balance in order to make this purchase.

The actual purchase has not been approved by the Board. Once this is approved on first reading, the purchase will be added to the next meeting to be considered by the

Board.

Financial Summary:

The total budget amendment is \$30,000. A total of \$12,000 will be added to the Grant Revenue line item and the remaining \$18,000 will come out of Fund Balance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-03

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne
as follows:

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-949	Other Machinery & Equipment	\$	30,000
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Increase Grant Revenue / Decrease Fund Balance:

110-33418	JAG Grant Revenue	\$	12,000
110-37840	Transfer from Fund Balance	\$	18,000

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: **Resolution #2024-03** - A Resolution to Acquire Easements for the Upper Chaney Woods Interceptor Sewer line Project by Eminent Domain.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Resolution #2024-03

Summary:

This is a resolution that will allow the city to acquire two easements needed for the Upper Chaney Woods Interceptor Sewer Line Project by eminent domain.

Background Information:

This project is currently under construction and during the process, it was found that a change in the plans was needed to allow the new line to cross under Murfreesboro Road. Due to the time constraints for the project, we need to obtain these easements as quickly as possible, which would be by eminent domain. The city will pay the property owners the fair market value of the land needed for this change.

Financial Summary:

The total cost of obtaining the easements is unknown at this time. They will be evaluated by Croft & Associates.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-03

A RESOLUTION TO ACQUIRE EASEMENTS FOR THE UPPER CHANEY WOODS INTERCEPTER SEWER LINE PROJECT BY EMINENT DOMAIN.

WHEREAS, it is necessary for the City of La Vergne (hereinafter, "City"), to acquire easements to make certain improvements to the Upper Chaney Woods Interceptor Sewer Line Project; and

WHEREAS, the City wishes to expedite the acquisition of this property interests in furtherance of the same; and

WHEREAS, in order to expedite the acquisition of these property interests in furtherance of the project referenced herein, it is necessary that the City Attorney be granted the authority to commence condemnation proceedings at his discretion to acquire the same by eminent domain; and

WHEREAS, the acquisition of the hereinafter described property interests are necessary for the completion of the Upper Chaney Woods Interceptor Sewer Line Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the City Attorney be, and hereby is, authorized to commence condemnation proceedings regarding the tracts of property described in Exhibit 1 to this Resolution, the same being incorporated herein by reference as if set forth at length verbatim, to be acquired by eminent domain in furtherance of the Upper Chaney Woods Interceptor Sewer Line Project for the public good and in furtherance of the health, safety and welfare of the City.

Resolved this the 6th day of February, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

EXHIBIT 1

Exhibit "A"

Easements to the City of Laverne, Tennessee, as more particularly described as follows:

Being land in Rutherford County and part of parcel described as Map 18-B, Parcel 014 along Murfreesboro Road in the City of La Vergne of approximately 0.06 acres; and parallel to the right of way of Tennessee State Hwy 1, also known as Murfreesboro Road. See attached Exhibit 1. The following **temporary** construction easement as follows:

Starting at the south west property corner of intersection of the west property line and the TDOT right of way of Murfreesboro Road, following the Right of Way S 72° 42' E going a distance of 12.99 feet, more or less; thence N 17° 18' W, going a distance of 20.00 feet, more or less to the point of the beginning; thence continuing on the same bearing N 17° 18' W going a distance of 28.92 feet, more or less, thence S 72° 42' E, going a distance of 30.32 feet, more or less; thence S 17° 18' W, going a distance of 28.92 feet, more or less, thence following the permanent easement boundary N 72° 42' W, going a distance of 30.32 feet, more or less, to the point of the beginning. of the parcel described as Map 18B, Group B, Parcel 14.0. Total area being **0.017 acres**, more or less.

Being a portion of the same property conveyed to Georg Kamel and Sergio A. Ortiz Loza, as tenants in common, by Warranty Deed dated December 21, 2022, from Azer Rezk, Golian Gadalseed, Georg Kamel and Sergio A. Ortiz Loza of record in Record Book 2308, page 1061, Register's Office for Rutherford County, Tennessee.

TEMPORARY EASEMENT AREA: 0.017 ACRE		
LINE #	LENGTH	DIRECTION
L1	12.99	S72° 42'E
L2	20.00	N17° 18'E
L3	28.92	N17° 18'E
L4	30.32	S72° 42'E
L5	28.92	S17° 18'W
L6	30.32	N72° 42'W

KARSHENAS/MOBARAKBAD
RD. 1060, PG. 1544

TEMPORARY EASEMENT

SERVICE LINE (TYP)
(FROM EXISTING PLANS)

METAL BUILDING

EXISTING PERMANENT EASEMENT

TEMPORARY EASEMENT

METAL BUILDING

EXISTING PERMANENT EASEMENT

ONE STORY METAL BUILDING

EXISTING PERMANENT EASEMENT

CONC.

PAVED

TEMPORARY EASEMENT

METAL BUILDING

PLAN NORTH

0 50 100 150

SCALE: 1" = 50' - 0"

REVISIONS

GROUP: B

PARCEL: 014.00

3354 PERIMETER HILL DR, STE 140
NASHVILLE, TN 37211
615-834-8300

DATE: NOV. 2023

DRAWING NO. N18003-A-16

PROPERTY INFORMATION

RUTHERFORD COUNTY TAX

MAPS

OWNER INFORMATION UPDATED

EXHIBIT A

Exhibit "A"

Easements to the City of Lavergne, Tennessee, as more particularly described as follows:

Parcel 1:

Being land in Rutherford County and part of parcel described as Map 18-E, Parcel 001 along Murfreesboro Road in the City of La Vergne of approximately 0.052 acres; and parallel to the right of way of Tennessee State Hwy 1, also known as Murfreesboro Road. See attached Exhibit 1. The following permanent easement as follows:

Starting at the north west corner of the existing easterly permanent easement being the intersection of the existing easterly permanent easement and the TDOT Right of Way of Murfreesboro Road, following the east easement line S16°12'W going a distance of 10 feet, more or less to the point of the beginning; thence S 16°12'W, going a distance of 36.72 feet, more or less; thence N 27° 20' W, going a distance of 53.19 feet, more or less; thence S 70° 55' E, going a distance of 36.68 feet, more or less, to the point of the beginning. of the parcel described as Map 18B, Group E, Parcel 1.0. Total area being 0.015 acres, more or less.

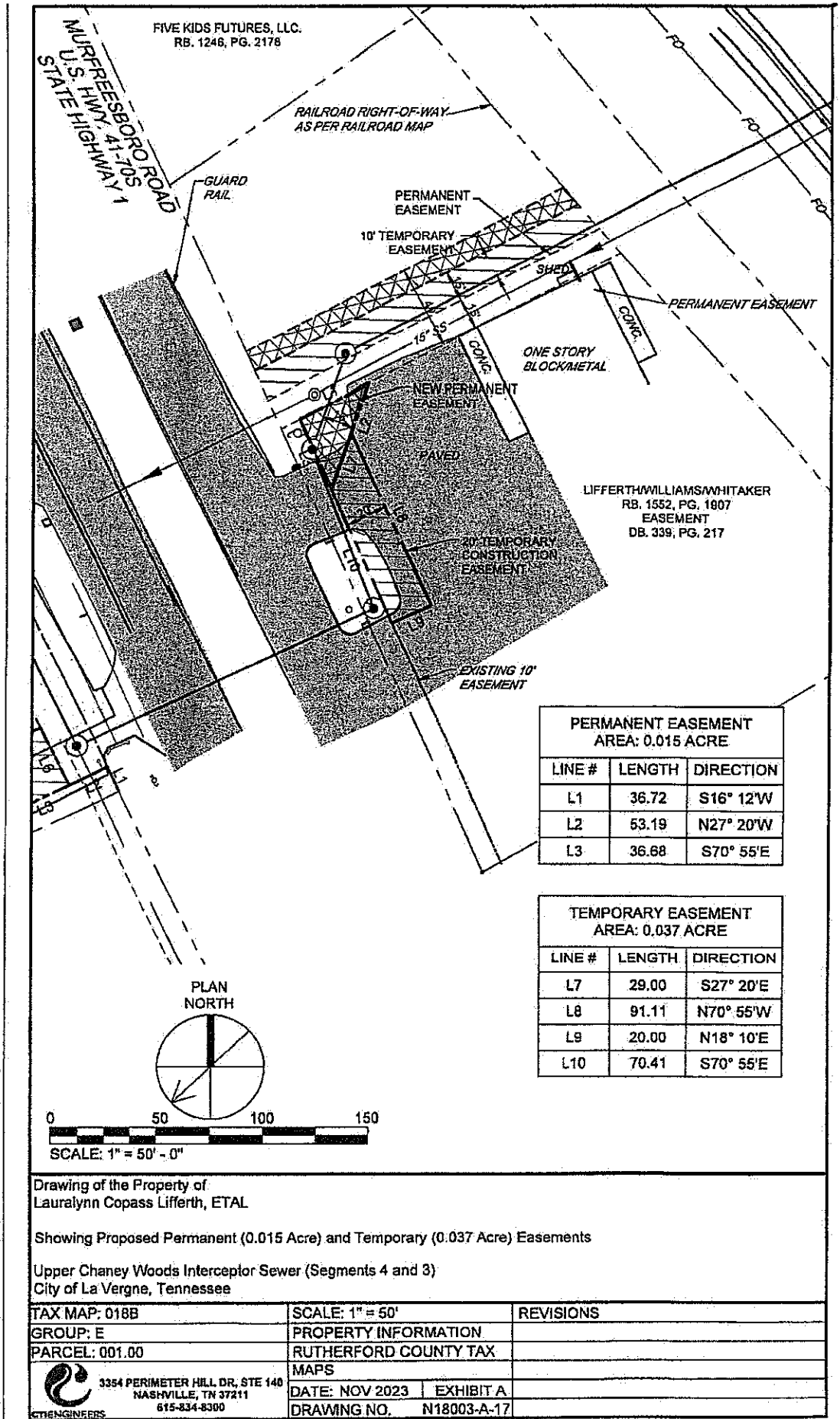
Parcel 2:

Being land in Rutherford County and part of parcel described as Map 18-E, Parcel 001 along Murfreesboro Road in the City of La Vergne of approximately 0.052 acres; and parallel to the right of way of Tennessee State Hwy 1, also known as Murfreesboro Road. See attached Exhibit 1. The following temporary construction easement as follows:

Starting at the north west corner of the existing easterly permanent easement being the intersection of the existing easterly permanent easement and the TDOT Right of Way of Murfreesboro Road, following the east easement line S16°12'W going a distance of 10 feet, more or less to the intersection of the existing northern 10 foot easement paralleling Murfreesboro Road; then following westerly the existing easement line 36.68 feet to the point of the beginning; thence S 27°20'E, going a distance of 29.00 feet, more or less; thence N 70° 55'W, going a distance of 91.11 feet, more or less; thence N18° 10' E, going a distance of 20.00 feet, more or less; thence easterly following the existing 10' permanent easement, going a distance of 70.41 feet, more or less to the point of the beginning of the parcel described as Map 18B, Group E, Parcel 1.0. Total area being 0.037 acres, more or less.

Being a portion of the same property conveyed to Lauralynn Copass Lifferth, Sarah Kaye Williams, and Karie Dianne Whitaker by Quitclaim Deed dated March 2, 2017, from Bobby J. Copass, Sr., of record in Record Book 1552, page 1907, Register's Office for Rutherford County, Tennessee.

Exhibit "1"





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Resolution #2024-04 - A Resolution to Amend the City of La Vergne Check Signing Policy.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Resolution #2024-04

Summary:

This will amend the check signing policy to allow the Senior Finance Specialist to sign checks as a backup to the Finance Director.

Background Information:

The current policy allows for the Finance Director or the Finance Supervisor to sign checks on behalf of the city. Since the Finance Department no longer has the position with the title Finance Supervisor, this needs to be reflected in the check signing policy. No other changes are being proposed.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-04

A RESOLUTION TO AMEND THE CITY OF LA VERGNE CHECK SIGNING POLICY.

BE IT RESOLVED that the Board of Mayor and Aldermen does hereby modify the procedures for signing all checks drawn on all city accounts:

The signature of the Finance Director or the Senior Finance Specialist shall be required on all checks drawn on all city accounts.

The signature of the Mayor or Vice-Mayor shall also be required on all checks drawn on all city accounts.

In the absence of the Mayor, the signature of the Vice-Mayor and the signature of one (1) Alderman shall be required on all checks drawn on all city accounts.

In the absence of the Vice-Mayor, the signature of the Mayor and the signature of one (1) Alderman shall be required on all checks drawn on all city accounts.

CHECK SIGNATURE PROTOCOL

	A	B	C	D	E
	MAYOR	VICE-MAYOR	FINANCE DIRECTOR	SENIOR FINANCE SPECIALIST	ALDERMAN
1	X	X	X		
2	X	X		X	
3	X		X		X
4	X			X	X
5		X	X		X
6		X		X	X

A signature facsimile (stamp or system generated) may be used instead of physical signatures on certain checks. The signature facsimile may be used for all payroll checks, checks to pay for any payroll deductions including, but not limited to, garnishments, credit unions, insurance, Employee Benefits Fund checks (insurance claims checks), and checks for amounts of Two Thousand Five Hundred Dollars (\$2,500.00) or less only. A signature facsimile may be used for any utility bills for city accounts.

The signature facsimile shall have the signatures of the Mayor, one (1) Alderman, and the Finance Director.

When necessary, transfers of money from one city account to another city account may be completed electronically by the Finance Director or the Senior Finance Specialist and must be documented and recorded in the general ledger.

Online payments may be completed electronically by the Finance Director or the Senior Finance Specialist and must be recorded in the general ledger.

The Finance Department is authorized to process payroll tax payments using Internal Revenue Service E.F.T.P.S. (Electronic Funds Transfer Payment System).

This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 6th day of February, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 1, 2024

Item Title: Motion to Approve Addendum #2 - Professional Services for the Brookside Park Revision.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ragan Smith Brookside Update

Summary:

This addendum includes updated costs from Ragan Smith for plan revisions.

Background Information:

This contains a cost estimate from Ragan Smith to alter the current Brookside plan that has been submitted and approved by TDEC. We are proposing removal of the playground equipment and pavilion. This updated plan will include the dirt work, parking lot, tying a new section of walking trail into the existing and a concrete pad for a future pavilion. If agreed upon to move forward with the additional costs - a revised plan will be submitted to TDEC for approval.

Financial Summary:

The costs for plan revisions is \$5,900.00.

Staff Recommendation:

Staff Recommends Approval.



January 25, 2024

VIA ELECTRONIC MAIL: kbrown@laverghnetn.gov

Mr. Kyle Brown
City of LaVergne (Client)
5175 Murfreesboro Road
LaVergne, TN 37086

**RE: ADDENDUM #2
BROOKSIDE PARK
LAVERGNE, TENNESSEE
RAGANSMITH JOB#**

Dear Mr. Brown,

Ragan-Smith-Associates, Inc. (RaganSmith) is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated August 20, 2021. Your acceptance of this addendum acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

ANTICIPATED AUTHORITIES HAVING JURISDICTION (AHJ)

- City of Laverghne

SCOPE OF SERVICES

RaganSmith proposes the following scope of services, which represent our understanding of the requirements of **Client**. All work to be performed pursuant to this agreement will be performed under the direct supervision of landscape architects licensed in the State of Tennessee.

I. REVISED SITE LAYOUT / ADDITIONAL ENGINEERING DESIGN SERVICES

The updated site plan involves several key modifications. Firstly, it includes the removal of existing playground equipment and surfacing. Additionally, the plan entails the elimination of the shelter, with the intention to replace it with a designated 20 x 20 pad for picnics. Three shade trees in an area potentially earmarked for future construction are slated for removal. To further optimize costs, there is an exploration of reducing the asphalt parking specifications. Lastly, the revised plan includes coordination for resubmission to both the City and TDEC.

Excluded services are not limited to the list in this contract. We are bringing these exclusions to your attention to clearly state that these services are not included in the proposed scope. Only those services expressly identified in the proposed scope are included in the contract. For this reason, we ask that you

NASHVILLE

315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA

1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



pay special attention to the proposed scope to have a clear understanding of the services provided within this contractual agreement. **NOTE:** Delete this section if no exclusions are listed

Services excluded at this time:

- *Building Architecture Elevations, Plans and Exhibits*
- *Geotechnical Subsurface Studies*
- *Land surveying*
- *Off-site public Infrastructure including Roadway, Drainage, Sanitary Sewer*
- *Hydrologic Studies, Aquatic Resource Alteration Permits, CORPS 404 Permits*
- *Construction Administration*
- *Retaining Wall Design*
- *FEMA Permitting*
- *FEMA LOMAR map adjustments*
- *Irrigation Plans*

COMPENSATION

RaganSmith will provide the above Scope of Services for the following ***lump sum fees*** (unless noted otherwise):

- I. Revised Site Layout / Additional Engineering Design Services\$5,900.00

The above scope and fee is in addition to the original contract fees and any other previously issued addendums. All other terms and provisions of the referenced original contract and/or addendums shall remain in full force and effect.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.



Kevin Guenther, PLA
VP, Principal Associate



Matt Hamilton, PLA
Landscape Architect

KDG / MHH: kal
Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____

Date: _____

Printed / Typed Name: _____

Title: _____

**CONTRACT TERMS AND CONDITIONS**

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal	\$270.00
Senior Project Manager	240.00
Senior Design Manager	230.00
Project Manager	210.00
Design Manager	205.00
Professional Engineer	185.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Land Surveyor	\$165.00
Professional Landscape Architect	165.00
Planner	155.00

TECHNICAL SERVICES

Classification	Hourly Rate
Senior Designer	\$155.00
Senior Technician	150.00
Designer	130.00
Technician	130.00
Administrative Assistant	105.00

FIELD SURVEY SERVICES

Classification	Hourly Rate
Survey Manager	\$155.00
One Man Survey Crew	160.00
Two Man Survey Crew	215.00
Three Man Survey Crew	270.00
3-D Laser Scanning Survey Crew	295.00
Unmanned Aircraft Crew	320.00

CONSTRUCTION SERVICES

Classification	Hourly Rate
Construction Manager	\$190.00
CEI Resident Engineer	165.00
Asphalt/Concrete Plant Manager	140.00
Senior Inspector	130.00
CEI Contract Specialist	120.00
Inspector	105.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost + 10%
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost +
Sundries / Review/Submittal Fees:	Cost + 10%
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience, and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance. Non-payment of invoices may result in work stoppage or delay.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEER BOARD

Beer Board

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed	Term Expires
Jennifer Maxey - Chairman	August 2020	December 31, 2025
Kevin Oliver - Vice-Chairman	August 2022	December 31, 2022
Dana Blair	November 1994	December 31, 2024
Becky Pollock	July 2021	December 31, 2022
Vacant (Anthony Honeycutt)		December 31, 2023

We have a vacancy on the Beer Board due to the resignation of Anthony Honeycutt. We have been advertising this position on Channel 3 and on Social Media and have received one application.

Current Applicant:

- Jamie Knight

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☒ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☐ Planning Commission	Once a Month
☐ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

NAME: Jamie Knight Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: [REDACTED]

La Vergne TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Phone ☐ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	<u>Cheatham Co Central</u>		<u>Branell Inst</u>	
City, State	<u>Ashland City TN</u>		<u>Goodlettsville, TN</u>	
Dates Attended (Mo./Yr.)	From: <u>8/1979</u> To: <u>05/1982</u>	From: To:	From: <u>1991</u> To: <u>1993</u>	From: To:
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	<u>Business</u>		<u>Accounting</u>	
Receive a diploma? (Yes/No)	<u>Yes</u>		<u>Yes</u>	

EXPERIENCE

Current Occupation: Business' Owner - Realtor

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: Daily compliance with Tennessee
Real Estate Commission, ensuring my agents are
compliant.

Municipal Boards / Committees on which you currently serve: N/A

Municipal Boards / Committees on which you have previously served: N/A

If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO

If YES, what is the Conflict? _____

What are the reasons why you want to serve on the Board / Committee that you have chosen?

To offer my services to my community.

REFERENCES

Please list three (3) Professional or Business references.

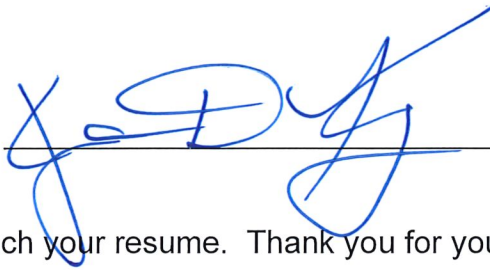
	Name	Mailing Address	Years Known	Phone
1	Vickie Highers		48	
2	Jamie Steelman		28	
3	Crystal Jacobs		8	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature:

A handwritten signature in blue ink, appearing to be 'J. D. G.', written over a horizontal line.

Date:

1-10-2024

Please attach your resume. Thank you for your willingness to serve.

JAMIE KNIGHT

EXPERIENCE

2008 to Present House Realty, LLC La Vergne, TN
Real Estate Broker/ Owner

- Oversee the daily operations and finances of my real estate office
- Manage, Educate and assist 12+ Real Estate Agents
- Manage and disburse commission payments
- Maintain accounting system. (Quickbooks)
- Ensure all Tennessee Real Estate Commission documents are compliant.

2018 to Present The Real Estate Academy La Vergne, TN
Instructor/ Owner

- Teach Principles of Real Estate, TN 30 Hour Course for New Affiliates
- Maintain current online courses
- Upload and print certificate information to PSI

2018 to Present House Properties La Vergne, TN
Owner

- Manage 10 rental properties
 - Marketing for properties
 - Process monthly reconciliations and prepare owner P & L statements.
- Handle all tenant issues and oversee repairs as needed.

2023 to Present The Venue, LLC La Vergne, TN
Owner

- Oversee daily operations and scheduling of events and oversee all financials

EDUCATION

2018 Arello Certified

- Course Instructor

2018 Certified Distance Education Instructor

- Course Instructor

2015 Continuing Learning Institute Nashville, TN

- Broker Course

2008 Motlow State Community College Lynchburg, TN

- Affiliate Broker Course

1993 Branell Institute Goodlettsville, TN

- Associates Degree, Accounting

Additional Courses Taken

2000 Motlow State Community College Lynchburg, TN

- Cost Accounting

1997 Volunteer State Community College Gallatin, TN

- Accounting II



City of La Vergne

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Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BOARD OF ZONING APPEALS

Board of Zoning Appeals

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Graeme Coates - Chairman	November 2007; February 2011	January 31, 2024
Craig Pollock - Vice-Chairman	October 2011	January 31, 2024
Charles Jones	July 2021	January 31, 2025
Alfred Lane	March 2022	January 31, 2026
Terrence Smith	February 2021	January 31, 2027

The terms for Graeme Coates and Craig Pollock expired on January 31, 2024. We have contacted them and they would both like to stay on this board. We have been advertising these positions on Channel 3 and Social Media, but have not received any other applications.

Current Applicants:

- Graeme Coates
- Craig Pollock



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2027
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The terms for David Waldron and John Rutledge expired on January 31, 2024. We have reached out to them and they would both like to stay on this board. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications.

Current Applicants:

- David Waldron
- John Rutledge



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Kara Hobbs - Chairman (BOMA)	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2027
Jim Hesemann	February 2023	December 31, 2026
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2027

The term for Leslie Ballard expired on January 31, 2024. She contacted us and let us know that she would like to remain on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications.

Current Applicant:

- Leslie Ballard



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M E M O

DATE: JANUARY 30, 2024
TO: BOARD OF MAYOR & ALDERMEN
FROM: BRUCE E. RICHARDSON
RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Jason Cole (BOMA)	December 2022	December 31, 2024
Leslie Ballard	February 2023	December 31, 2025
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2026
Kayla Koester	January 2023	December 31, 2025
Lacey Lantz	February 2023	December 31, 2025
Vacant (Kemishia Sadler)		December 31, 2023

We have one vacancy on the Library Board. We have been advertising this position on Channel 3 and Social Media and have received one application.

Current Applicant:

- Rene Cruz

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: René Cruz Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	<u>High School</u>	<u>College / University</u>	<u>Graduate / Professional</u>
School Name	Central Magnet	Princeton University	
City, State	Murfreesboro, TN	Princeton, NJ	
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	History	
Receive a diploma?	☐ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Science teacher at LaVergne Middle School
List any experience that would apply to the Board or Committee you are applying for:	Worked as circulation desk assistant at the Lewis Library of Science at Princeton University.
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	N/A
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I have lived in La Vergne most of my life and I believe that education is one of the most important tools for social mobility. A good library is an essential asset for our community and was a place where I spent a lot of my childhood learning. I want to help ensure that it continues to serve our community.

REFERENCES

Please list three (3) Professional or Business references.

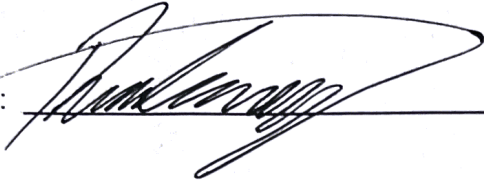
	Name	Email Address	Years Known	Phone
1	Richard Reed		5	
2	Ali Valenzuela		5	
3	Andrew Ehrinpreis		3	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: _____



Date: 01/16/2024

Please attach your resume. Thank you for your willingness to serve.



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M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2027
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2027
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Christopher Moews - LPD	October 2023	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2027
Vacant (Rutherford County Representative)		December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Vacant - Codes Dept.		December 31, 2023
Alexandra Thompson - Stormwater	August 2020	December 31, 2026
Tonya Williams - Finance	March 2023	December 31, 2027
New – Tier II Organization		
New – Tier II Organization		
New – Tier II Organization		

We have five vacant terms. Staff recommends appointing Brian Gaither to the vacant Rutherford County position and appointing Joe White to the vacant Codes Department position. We are still working on who the three Tier II Organization members should be.



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M E M O

DATE: JANUARY 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Vacant (Chuck Dillon)		December 31, 2027
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We have three vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but we have not received any applications. If we do not receive any applications by Tuesday, February 6, 2024, I will remove this item from the agenda.