

MURFREESBORO CITY COUNCIL
AGENDA

June 21, 2018

7:00 p.m.

Council Chambers

PRAYER

MR. BILL SHACKLETT

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

***STARS Award Presentation**

***Greg Tucker, Rutherford County Historian**

Consent Agenda

1. A. Solid Waste Director: Renew Contract with Rehrig Pacific Company for purchase of garbage carts.
- B. Transportation Director: Budget Amendment to Contract with RTA for FY2018 Transit Services.
- C. City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for FY 2018.
- D. Chief of Police:
 - a. Application for Edward Byrne Memorial Justice Assistance Grant Program 2014.
 - b. Purchase Brasstrax Acquisition Station (Computer 3D Imaging Equipment) & MATCHPOINT Analysis Station for Cartridge Cases.
- E. Fire & Rescue Chief:
 - a. Approval to hire the Hall Group for Architectural Services for completion of the Doug Young Public Safety Training Facility.
 - b. Approve Client Services Agreement with Sevalus, LLC.

Minutes

2. A. May 24, 2018 - Special Meeting (Budget).
- B. May 24, 2018 - Regular Meeting.

Second Readings

3. Consider for passage on second and final reading ORDINANCE 18-OZ-24: Rezone area on Osborne Lane (RS-10).
4. Consider for passage on second and final reading ORDINANCE 18-OZ-25: Amend Oak Haven PRD located along Conhocken Court.
5. Consider for passage on second and final reading ORDINANCE 18-OZ-28: Amend Rutherford Boulevard Self-Storage PCD located at 2615 South Rutherford Boulevard.
6. Consider for passage on second and final reading ORDINANCE 18-OZ-29: Rezone area on Franklin Road and Veterans Parkway (CH).
7. Consider for passage on second and final reading ORDINANCE 18-OZ-30: Rezone area along Old Fort Parkway (PRD) (Village at Old Fort PRD).
8. Consider for passage on second and final reading ORDINANCE 18-O-31: Amend Appendix A-Zoning, Section 7 and 26 and Chart 4 pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers.
9. Consider for passage on second and final reading ORDINANCE 18-O-33: Appropriations Ordinance.
10. Consider for passage on second and final reading ORDINANCE 18-O-34: Tax Rate Ordinance.

New Business

11. Assistant City Engineer:
 - A. Construction Contract for Perlino Drive Bridge.
 - B. Proposal for Construction Phase Monitoring for Southwest Elementary School.
 - C. Traffic Signal Agreement for Memorial Boulevard, Kings Ridge and Eleanor Way.
12. Fire & Rescue Chief: Amend Employee Handbook Section 5003.5 Public Safety Compensation.

MURFREESBORO CITY COUNCIL

A G E N D A

June 21, 2018

(Continued)

13. A. Assistant City Schools Superintendent for Administrative & Support Services: FY 2018 Budget Amendments.
B. Adopt RESOLUTION 18-R-17: Amend 2017-2018 Budgets for Murfreesboro City Schools (1st Amendment).
14. Adopt RESOLUTION 18-R-12: Approve Budget of Murfreesboro City Schools for FY 2018-19 which includes General Purpose Fund, Extended School Program Fund, Federal and State Program Funds, Cafeteria Fund and Debt Service Fund.
15. Adopt RESOLUTION 18-R-13: Approve Budget of the Evergreen Cemetery for FY 2018-19.
16. Adopt RESOLUTION 18-R-14: Approve Budget of Murfreesboro Electric Department for FY 2018-19.
17. A. Water & Sewer Board: Septic Tank Effluent Pump (STEP) Engineering Review & Inspection Fees.
B. Adopt RESOLUTION 18-R-18: Establish Septic Tank Effluent Pump (STEP) development fees for design review and inspection.

Board & Commission Re-appointments

18. A. Construction Board of Adjustments & Appeals: Lyle Lynch, Ryan Maloney and John Murray.
B. Greenway Projects Committee: Troy Robinson and Anita Pirtle.
C. Murfreesboro Housing Authority: Judy S. Smith.
D. Parks & Recreation Commission: D. Edwin Jernigan and Charles Apigian.
E. Water Resources Board: Sandra Trail.
F. Stones River Regional Library Board: Madelyn Scales Harris and Tim Bowling.

Beer Permits

Payment of Statements

Other Business from Staff or City Council

Adjourn



June 21,2018

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Re: Renewal of contract to Rehrig Pacific Company for the purchase of garbage carts for City of Murfreesboro residents

As an item for the consent agenda of June 21, 2108, it is recommended that the City Council renew the contract for the purchase of garbage carts for the residents of Murfreesboro.

The Solid Waste Department placed for bid the purchase of 95-gallon garbage containers in October 2016. The bid winner was Rehrig Pacific Company. The contract has three (3) one-year extensions. Rehrig Pacific Company has agreed to extend the contract for one year at the original contract price of \$48.55 per cart.

Fiscal Impact

The 2018/2019 budget includes \$100,000 for garbage carts. With the contract extended the Solid Waste Department would ask to purchase 702 carts at a cost of \$34,082.10.

Recommendation

It is recommended that the contract renewal for garbage carts be extended to Rehrig Pacific Company.

Sincerely,

Joey Smith

Solid Waste Department

4765 Florence Road * Murfreesboro, Tennessee 37129 * Phone 615 893 3681 * Fax 615 904 6541
www.murfreesborotn.gov

CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET

POST OFFICE BOX 1139

MURFREESBORO, TENNESSEE 37133-1139

PHONE 615 893-6441

FAX 615 849-2606

www.murfreesborotn.gov



CONSENT AGENDA

June 21, 2018

Honorable Mayor and Members of City Council

RE: Budget Amendment for Contract between City and Regional Transportation Authority (RTA) for and Provision of Transit Services for FY 2018

Background

The Relax and Ride program that provides transit service between Murfreesboro, Smyrna, LaVergne and Nashville was originally created in FY 1996-97 and funded for three years under a federal demonstration grant. With the expiration of the three-year grant, various governmental entities have annually cooperated to continue funding of this program.

The service has undergone expansions and amendments since this time to the current agreement established in 2016 for service dates of July 1, 2017 to June 30, 2018. This budget amendment increases funding for the budget shortfall due to decreased ridership and revenues.

Fiscal Impact

Additional funding amounts for the FY 2018 contract through Federal 5307 Funding, TDOT Match, and Local City share is as follows:

<u>City of Murfreesboro</u>	<u>TDOT Match</u>	<u>Murfreesboro UZA 5307 Funds</u>	<u>Total Contribution</u>
\$3,706	\$14,826	\$29,649	\$48,181

Concurrences

Funding for provision of service is contained in the Metropolitan Planning Organization's (MPO's) 2017-2020 Transportation Improvement Program (TIP) budget.

Recommendation

Staff recommends approval of the budget amendment between the City of Murfreesboro and Regional Transportation Authority for the provision of transit services for fiscal year 2018.

Attachments

Amendment No. 2 for Personal/Professional Services Between The City of Murfreesboro And The Regional Transportation Authority For The Provision of Transit Services.

Respectfully submitted,

Jim Kerr
Transportation Director

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

This 2nd Amendment ("Second Amendment") to the Contract dated July 1, 2016 ("Contract") is effective as of this _____ day of June, 2018, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and the Regional Transportation Authority ("RTA").

RECITALS

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

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

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

WHEREAS, the City and RTA wish to revise the 2017 – 2018 budgets set forth in Attachment 1 & 2 in Section C of the Contract to reflect increased costs incurred over the course of the 2017-2018 budget year due to decreased ridership and revenues.

NOW THEREFORE, the City and RTA mutually agree to the revised and updated budget to replace Attachments 1 & 2 in Section C of the original contract.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

Adam F. Tucker, Interim City Attorney

RTA

By: 
Stephen G. Bland, CEO



Relax & Ride

Murfreesboro Express (84X) Relax & Ride Budget

July 1, 2016-June 30, 2019

	2016-17 Budget	2017-18 Budget	2018-19 Budget
Number of Daily Trips	6	6	6
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254
Riders (estimate - including additional service)	44,088	39,785	40,183
Operating Hours per Day (including deadhead) - existing continuing service	14.83	14.83	14.83
Cost per Hour	\$103.18	\$106.28	\$109.47
TOTAL Daily Cost of Service	\$1,530.16	\$1,576.13	\$1,623.44
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	388,660	400,338	412,354
Board-Initiated R&R RESERVE ¹ ²	440		0
Total Costs	389,100	400,338	412,354
<u>Estimated Revenues</u>			
Estimated Cash Fares - State Easy Ride	94,460	92,580	93,510
Estimated Cash Fares/Pass Sales - Regular Riders	31,740	28,880	29,170
ADD: Subsidy from SIR Account			
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
ADD: CMAQ Funding for Additional Service			
Federal	172,800	150,000	33,559
TDOT Match on CMAQ	21,600	18,750	4,195
Local Match			
City of Murfreesboro 2.5%	5,400	4,688	1,049
MTSU 2.5%	5,400	4,688	1,049
Rutherford County 2.5%	5,400	4,688	1,049
Davidson County 2.5%	5,400	4,688	1,049
TDOT Operating Subsidy	14,534	46,352	46,218
Total Estimated Revenues	356,734	355,314	210,848
Estimated Net Cost	32,366	45,024	201,506
<u>Local Subsidies</u>			
Murfreesboro UZA 5307 Funding 50.00%	15,963	22,512	100,753
TDOT Match for 5307 Funding 25.00%	7,982	11,256	50,377
City of Murfreesboro 6.25%	1,995	2,814	12,594
MTSU 6.25%	2,435	2,537	12,594
MTSU - from Reserve ³	0	277	0
Rutherford County ¹ 6.25%	1,995	2,814	12,594
Davidson County ¹ 6.25%	1,996	2,814	12,594
Total Subsidy (100%)	32,366	45,024	201,506
¹ Reserves shown on 86X Budget; ² MTSU Reserves used			
Balance	0	0	0

H:\12-123-EXCEL\RTA\BUDGET PLANNING\BDGT FY18\FY18 - 2 Rev-Mar\R&R FY18 (Rev-Mar)\Rt 84X-Murfboro FY2018-2 (RevMar).xlsx] ~84X Murf Exp



Relax & Ride

ATTACHMENT 2

Murfreesboro (96L) Relax & Ride Budget July 1, 2016-June 30, 2019

	FY2017		FY2018		FY2019	
	Rutherford	Davidson	Rutherford	Davidson	Rutherford	Davidson
Number of Daily Trips	5	12	5	12	5	12
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254	254	254	254
Riders (estimate - including additional service)	14,363	32,315	11,874	28,119	12,111	28,681
Operating Hours per Day (including deadhead)	8.42	23.05	8.11	23.36	8.11	23.36
Cost per Hour	\$103.18	\$103.18	\$106.28	\$106.28	\$109.47	\$109.47
TOTAL Daily Cost of Service	\$869	\$2,378	\$862	\$2,483	\$888	\$2,557
Cost of Service						
Cost of Runs [hrs/day X Cost/hr X 254 days]	220,669	604,088	200,280	640,020	225,502	649,534
Board-Initiated R&R RESERVE ³	0	0	0	0	0	0
<i>Total Costs</i>	220,669	604,088	200,280	640,020	225,502	649,534
Estimated Revenues						
Estimated Cash Fares - <i>State Easy Ride</i>	9,007	20,263	30,488	81,061	30,793	81,872
Estimated Cash Fares - Regular Riders	36,466	82,044	7,606	16,362	7,682	16,526
ADD: Subsidy from SIR Account	0	0	0	0	0	0
ADD: JARC for MID-DAY Service [4.10 hrs/day X Cost/hr X 254 days]	0	107,452	0	110,680	0	114,002
ADD: Bus Seat Guarantee (100% Funding)		0		0		0
ADD: RTA \$5307 Operating Funding						
Federal (50%)					-	-
Local Match (50%)					-	-
ADD: CMAQ Funding for Additional Service						
Federal	126,170	284,230	103,351	286,169	122,920	289,600
TDOT Match on CMAQ	15,771	35,529	12,919	35,771	15,365	36,200
Local Match						
City of Murfreesboro	3,943		3,688		3,841	
Town of Smyrna		7,106		6,804		7,240
City of LaVergne		7,106		6,804		7,240
MTSU	3,943	7,106	3,087	7,385	3,841	7,240
Rutherford County	3,943	7,106	3,101	7,371	3,841	7,240
Davidson County	3,943	7,106	3,101	7,371	3,841	7,240
TDOT Operating Subsidy	5,470	12,213	6,917	39,677	13,794	32,666
<i>Total Estimated Revenues</i>	208,656	577,261	174,258	605,455	205,918	607,066
<i>Estimated Net Cost</i>	12,013	26,827	26,022	34,565	19,584	42,468
Local Subsidies						
Murfreesboro UZA 5307 Funding	50.00%	6,007	13,011		9,792	
TDOT Match for 5307 Funding	25.00%	3,003	6,506		4,896	
City of Murfreesboro		751	1,627		1,224	
Town of Smyrna		5,365		6,613		8,494
City of LaVergne		5,365		6,613		8,494
MTSU ³		751	1,626	7,114	1,224	8,494
Rutherford County		751	1,626	7,113	1,224	8,493
Davidson County		750	1,626	7,112	1,224	8,493
<i>Total Subsidy (100%)</i>		12,013	26,022	34,565	19,584	42,468
Reserves shown on 86X Budget; Reserves shown on 84X Budget						
Balance	0	0	0	0	0	0

H:\2-123-EXCEL\RTA\BUDGET PLANNING\BDGT FY18\FY18 - 2 Rev-Mar\R&R FY18 (Rev-Mar)\Rt 96L-Murfboro FY2018-2 (+5307).xlsx ~ 96L

Additional Need for SE Corridor Services

	Revised FY18 Budget	Original FY18 Budget	Add'l Amount Needed
Route 96L			
Murfreesboro UZA 5307 Funding	13,011	5,523	7,488
TDOT Match for 5307 Funding	6,506	2,761	3,745
City of Murfreesboro	1,627	691	936
MTSU	1,626	690	936
Rutherford County	1,626	690	936
Davidson County	1,626	690	936
Route 84X			
Murfreesboro UZA 5307 Funding	44,673	22,512	22,161
TDOT Match for 5307 Funding	22,337	11,256	11,081
City of Murfreesboro	5,584	2,814	2,770
MTSU	5,584	2,814	2,770
Rutherford County	5,584	2,814	2,770
Davidson County	5,584	2,814	2,770
Amount from Murfreesboro			
Murfreesboro UZA 5307 Funding <i>(both services)</i>			29,649
TDOT Match for 5307 Funding <i>(both services)</i>			14,826
TOTAL Amount needed from Murfreesboro			44,475
Local Match from Partners or Other Source			14,824

6/11/2018



... creating a better quality of life

CONSENT AGENDA

June 15, 2018

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2018 Budget Amendment

Attached you will find a budget transfers as approved by the City Manager on June 11, 2018.

The first transfer is within the General Fund. It is moving funds from Fire Operating Expenses roll up category, Contractual Services object code, into the Fire Fixed Assets Expenses, Transportation Equipment. This \$25,000.00 transfer will have no effect on Fund Balance.

The second transfer is within the General Fund. It is moving funds from Fire Operating Expenses roll up category, Telephone & Other Communication object code, into the Fire Fixed Assets Expenses, Transportation Equipment object code. This \$18,635.00 transfer will have no effect on Fund Balance.

Additional information is available on the following page. This is being placed on Consent Agenda as a proof of notification to Council as required by Ordinance 15-O-48.

Melissa B. Wright
City Recorder, Finance Director



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2018

Move funds from:

Org	<u>10211008</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>
Amount	<u>\$25,000</u>

Move funds to:

Org	<u>10211009</u>
Object	<u>594100</u>
Acct Name	<u>Transportation Equipment</u>

Explanation: This amendment is for the purchase of a heavy duty semi-tractor truck to pull the emergency response trailer, which was previously donated to MFRD. Purchase of this semi-tractor truck will allow MFRD to utilize the emergency response trailer.

Move funds from:

Org	<u>10211008</u>
Object	<u>524500</u>
Acct Name	<u>Telephone & Other Comm.</u>
Amount	<u>\$18,635</u>

Move funds to:

Org	<u>10211009</u>
Object	<u>594100</u>
Acct Name	<u>Transportation Equipment</u>

Explanation: This amendment is for the purchase of a heavy duty semi-tractor truck to pull the emergency response trailer, which was previously donated to MFRD. Purchase of this semi-tractor truck will allow MFRD to utilize the emergency response trailer.

Inter-Fund Budget Amendment Request

Move funds from:

Org _____

Object _____

Acct Name _____

Amount _____

Move funds to:

Org _____

Object _____

Acct Name _____

Explanation: _____

Move funds from:

Org _____

Object _____

Acct Name _____

Amount _____

Move funds to:

Org _____

Object _____

Acct Name _____

Explanation: _____

Maria Zullo

Department Head Signature

6/7/18

Date

Amanda DeRosia

Reviewed by Finance

06/08/2018

Date

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

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

Police Department
Michael Bowen
Chief of Police
(615) 849-2673
mbowen@murfreesborotn.gov



June 21, 2018

Honorable Mayor and Members of City Council:

CONSENT AGENDA

- RE: A: Request to approve application for Edward Byrne Memorial Justice Assistance Grant Program 2014.**
B: Request to Purchase the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station for Cartridges Cases

ITEM A: Request to approve application for Edward Byrne Memorial Justice Assistance Grant Program 2014.

As an item for Council consideration, it is the recommendation of the Chief of Police that City Council approve the application process for the Edward G. Byrne Memorial Justice Assistance Grant 2014.

Background

Purpose:

To fund the purchase of the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station will be utilized by the Murfreesboro Police Department (MPD).

Scope of Work:

The Department has been informed by the United States Department of Justice that the City of Murfreesboro is eligible to receive a grant award of \$200,000.00 from the Edward G. Byrne Memorial Justice Assistance Grant 2014. The City would serve as the Fiscal Agent to file the application, request the drawdown of funds, and file regular financial and programmatic reports. Only the Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager per a Resolution may apply for this funding.

The Murfreesboro Police Department would encourage all other law enforcement agencies within Rutherford County and 6th Judicial District to bring their firearm related evidence to us to enter into the NIBIN system.

Fiscal Impact

The total federal award for FY19 (2014-MU-BX-0804) is \$200,000.00. This award requires no matching funds from the grantees and the spending guidelines remain the same as for past JAG awards. The grant period is from July 1, 2018 – September 30, 2018.

Recommendation

It is recommended that City Council approve the application process for the Edward G. Byrne Memorial Justice Assistance Grant 2014.

Attachment

1. Department of Finance & Administration Letter
2. Grant Contract
3. Certification Forms
4. Special Conditions Forms

ITEM B: Request to Purchase the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station for Cartridges Cases

For the consent agenda, it is the recommendation of the Chief of Police that City Council approve the purchase of the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station for Cartridges Cases from Ultra Electronics Forensic Technology using Edward G. Byrne Memorial Justice Assistance Grant 2014.

Background

Purpose:

The Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station will be utilized by the Murfreesboro Police Department (MPD) to allow the department to directly analyze and compare firearms related evidence collected at scenes here and be compare to firearms and casings entered into the ATF's NIBIN Nation database.

Scope of Work:

This purchase includes the necessary equipment to respectively collect 2D and 3D images of cartridge case evidence and analyze the correlations results. The captured images will be stored on a remine NIBIN-IBIS Data Concentrator and subsequently correlated on a remote NBIN-IBIS Correlation Server. Items will be purchased from the Edward G. Byrne Memorial Justice Assistance Grant 2014.

Fiscal Impact

No Fiscal Impact. If approved, the cost totaling **\$199,500.00** for the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station will be funded from the Edward G. Byrne Memorial Justice Assistance Grant 2014.

Recommendation

It is recommended that City Council approve the purchase of the Brasstrax Acquisition Station (Computer 3D imaging Equipment) and MATCHPOINT Analysis Station at a total cost of **\$199,500.00** that will be funded from the Edward G. Byrne Memorial Justice Assistance Grant 2014. We request to waive the purchasing policy for obtaining quotes since these items will be purchased from Ultra Electronics Forensic Technology, a sole source company that only one can provide their proprietary products, IBIS, IBISTRAX-H.

Attachment

1. Sole Source Letter – Ultra Electronics Forensic Technology, Inc.
2. Budgetary Proposal

Michael M. Bowen
Chief of Police

MMB:aa

cc: Assistant Chief Eric Cook



June 11, 2018

Shane McFarland, Mayor
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130-3713

Dear Mayor McFarland:

Enclosed is the contract for your FY2019 JAG award.

To accept this grant award, please print a single-sided copy of the attached **Grant Contract, Certification Forms, and Special Conditions** and as the Authorized Official for your agency, you are required to sign and date the documents in the appropriate places. If the designee is signing, OCJP must have designee authorization on file and the designee must sign the Authorized Official's name with designee's initials following the signature. All documents must be signed by hand or with a certified time stamped Adobe signature. Return the contract to the enclosed address by 6/25/2018

Returning the Contract by means which provide a written record of delivery and receipt, such as email is recommended.

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Your Program Manager is Jeremiah Morton. For questions or assistance regarding this contract, please contact Jeremiah Morton, at 615-313-5764 or Jeremiah.Morton@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman
Director

cc: Mike Taylor, Lieutenant
File



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2018	End Date 9/30/2018	Agency Tracking # NA	Edison ID 4110		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 16.738 Grantee's fiscal year end June 30			
Service Caption (one line only) JAG, National Integrated Ballistic Information Network (NIBIN)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019		\$200,000.00			\$200,000.00
2020					
2021					
2022					
2023					
TOTAL:		\$200,000.00			\$200,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> 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) FA00002597		Account Code (optional) City - 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Anti-Drug Abuse Act of 1988, specifically, the Edward Byrne Memorial Justice Assistance Grant Program (JAG), CFDA number 16.738, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The JAG program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. Program priorities include, but are not limited to, Multi-jurisdictional Drug and Violent Crime Task Forces, Pre-trial Service Delivery, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Innovations in Criminal Investigations, and Victim Services. The following activities will be conducted:
 - a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their particular OCJP priority area.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 7/1/2018 ("Effective Date") and extend for a period of Three (3) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2019, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing

312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

The State:

Jeremiah Morton, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Jeremiah.Morton@tn.gov
 Telephone # (615) 313-5764

The Grantee:

Mike Taylor, Lieutenant
 Murfreesboro Police Department
 1004 N. Highland Ave
 Murfreesboro, Tennessee 3-4676
 Email: 0365@murfreesborotn.gov
 Telephone # (615) 893-2717

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

- 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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 hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be

a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written

approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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. 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 9-8-407.
- 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 T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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 offense 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.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the 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.4. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

- E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.6. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

City of Murfreesboro:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

LARRY B. MARTIN, COMMISSIONER

DATE

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Murfreesboro
Subrecipient's DUNS number	089553861
Federal Award Identification Number (FAIN)	2014-MU-BX-0804
Federal award date	9/30/2014
CFDA number and name	16.738;Byrne Memorial Justice Assistance Grant Program 2014
Grant contract's begin date	7/1/2018
Grant contract's end date	9/30/2018
Amount of federal funds obligated by this grant contract	\$200,000.00
Total amount of federal funds obligated to the subrecipient	\$200,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,095,990.00
Name of federal awarding agency	Bureau of Justice Assistance
Name and contact information for the federal awarding official	Yolaine Faustin (202) 353-1720
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. *The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.*

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

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

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

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

Is City of Murfreesboro 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: _____

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE JAG
OCJP JAG Priority Area Law Enforcement Equipment

Required Information on Authorizing Agency: Name: City of Murfreesboro Federal ID Number (FEIN): 62-6000374 DUNS Number: 089553861 SAM Expiration Date: 3/26/2019 Fiscal Year End Date: June 30		Implementing Agency: Name: Murfreesboro Police Department Address: 1004 N. Highland Ave Murfreesboro, TN 37130-2454	
Will You Have Any Subcontracts? No			
Project Title: National Integrated Ballistic Information Network (NIBIN)			
Contract Start Date: 7/1/2018		Contract End Date: 9/30/2018	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Shane McFarland, Mayor 111 W. Vine St. Murfreesboro, 37130-3713		Phone Number: (615) 849-2629 EXT	E-Mail Address: smcfarland@murfreesborotn.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Mike Taylor, Lieutenant 1004 N. Highland Ave Murfreesboro, 37130-2454		Phone Number: (615) 893-2717 EXT	E-Mail Address: 0365@murfreesborotn.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Melissa Wright, Finance Director 111 W. Vine St.. Murfreesboro, 37130-3713		Phone Number: (615) 893-5210 EXT:	E-Mail Address: mwright@murfreesborotn.gov
County/Counties Served (Type ALL if Statewide): Rutherford			
U.S. Congressional District(s): 4th			

Scope of Services / Project Narrative

Justice Assistance Grant

NIBIN PROGRAM DEVELOPMENT AND IMPLIMENTATION FOR THE MURFREESBORO AND LAW ENFORCEMENT AGENCIES IN RUTHERFORD COUNTY TENNESSEE

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED:

This grant application is written, applied for, and if approved, will be administered by the Murfreesboro Police Department in cooperative partnership with the other law enforcement agencies in Rutherford County Tennessee.

City of Murfreesboro is located just 40 miles southeast of Nashville with a population of just under 130,000. The city is the county seat of Rutherford which has an estimated population of just over 317,000, making Rutherford County the fifth largest county in the state. Furthermore, Murfreesboro is home to Middle Tennessee State University with an average student population of 22,000. Murfreesboro is intersected by Interstates 24 and Interstate 840. The Murfreesboro Police Department is staffed with 261 commissioned police officers.

Rutherford county has within it six local law enforcement agencies, including Murfreesboro, Lavergne, Smyrna, Eagleville, MTSU Police Department and the Rutherford County Sheriff's Department.

Rutherford County law enforcement agencies and prosecutors are working together to combat violent crime and gang activity that has harmed our community and caused some of our citizens to live in fear of violence in their own neighborhoods.

These types of enforcement operations and efforts will continue to be conducted throughout the county, as the law enforcement community works together to provide peace, safety, and security to all in Rutherford County.

One of the main points of focus to combat violent crime is to develop and implement new investigative techniques to address violent gun crimes by utilizing the National Integrated Ballistic Information Network (NIBIN) and the use of Crime Gun Intelligence Centers (CGIC), being operated in various cities around the United States, and by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

This process involves submitting evidence such as shell casings collected from shooting scenes as well as taking shell casings from test firing of firearms being brought into the law enforcement agency during normal legal process and having those casings submitted into the NIBIN system via three-dimensional (3D) computer imaging equipment. Once the shell casings

are entered into the NIBIN system, they're compared to thousands of other shell casings which are already in the database. Potential matches are computer generated and sent to the ATF's Firearm Ballistic Correlation Center for further examination by individual forensic ballistic examiners to determine if positive matches are present. This would indicate shell casings were fired by the same firearm. When these investigative leads are developed, the information is sent to the appropriate CGIC and disseminated to the lead investigative agency within a timely manner which is generally within 48 hours from time of submittal into the system.

Currently for the law enforcement agencies in Rutherford County, this type of investigative information is generally not useable while conducting fresh violent crimes investigations involving firearms. This is due to the length of time it takes to send ballistic evidence to the crime lab as well as the back log of evidence at the Tennessee Bureau of Investigation Lab. Currently agencies within Rutherford County submit their casings and weapons to be entered into the NIBIN system to the Tennessee Bureau of Investigation with an average turnaround time of 12 months on any matches that maybe developed from the NIBIN submission.

Since 1/1/2016 to 5/1/2018 the Murfreesboro Police Department has submitted over 250 plus casings and weapons for NIBIN entry and gotten back over 80 hits providing linkages to shootings and recovered firearms in the Murfreesboro area. This type of evidence usually takes many months to process and return the findings to the law enforcement agency thereby significantly reducing the investigative value greatly.

At this time, within a 2 to 3-hour radius of Murfreesboro, the only law enforcement agencies with access to this program besides the Tennessee Bureau of Investigations are in Davidson and Hamilton Counties.

If the Murfreesboro Police Department is successful in acquiring the equipment necessary to submit ballistic evidence into the NIBIN system, the ATF has agreed to partner with MPD by providing and maintaining a T1 communication line at the department and by examining potential matches at their Correlation Center and sending crucial investigative leads developed by the system back within a timely manner. This would greatly enhance the ability of law enforcement agencies, in and around our area, to link violent firearm crimes together and be more efficient in solving gun crime throughout our area. The Murfreesboro Police Department would encourage all other law enforcement agencies within Rutherford County and 16th Judicial District to bring their firearm related evidence to us to enter into the NIBIN system.

ACTIVITIES:

If approved, the Murfreesboro Police Department would purchase and install the equipment as soon as possible and implement the program into the investigative process once training and memorandums of understanding (MOU) with the ATF and the ATF is able to complete the T1 communication line installation process to the Murfreesboro Police Department.

There are three MPD personnel designated to attend training by the company which will be conducted inhouse at time of insulation of the equipment. Personnel will also participate in training at the ATF Correlation Lab in Huntsville Alabama, in order to learn how to conduct correlations between hits, as soon as space is available. If the grant application is approved, the purchasing process would begin immediately. This would begin with submitting a budget amendment to the City Council of Murfreesboro in order to allow the expenditure to occur within the police department. An estimated purchase and order date is July 1st 2018 with an estimated arrival and installation date of July 31st 2018. The estimated program completion and implementation date to be up and fully operational is early 2019, due to the ATF backlog.

INPUTS:

The Murfreesboro Police Department has been, and will continue to be, in compliance with all TIBRS reporting policies and procedures.

- 1 - Brasstrax Acquisition Station (computer 3D imaging equipment) and 1 - MATCHPOINTTM Analysis Station for Cartridge Cases with a minimum 1-year manufacture warranty, shipping, and installation cost = \$200,000.00

Lt. Mike Taylor, who supervises the department's Crime Scene Investigation Unit, is responsible for the acquisition of the grant, purchase of the equipment, and implementation of the NIBIN program at the Murfreesboro Police Department and the encouragement of law enforcement agencies in Rutherford County participation. The City of Murfreesboro has an electronic inventory system and would issue equipment numbers for each piece of equipment purchased by the City of Murfreesboro with a cost over \$100.00 in value.

GRANT BUDGET				
AGENCY NAME: Murfreesboro Police Department				
FUND SOURCE: JAG				
PROJECT NAME: NIBIN				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/1/2018 END: 9/30/2018				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	N/A	N/A	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$200,000.00	\$0.00	\$200,000.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/assets/entities/finance/ocjp/attachments/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Murfreesboro Police Department

FUND SOURCE: JAG

PROJECT NAME: NIBIN

CAPITAL PURCHASE	AMOUNT
Brasstrax Acquisition Station (computer 3D imaging equipment) and MATCHPOINTTM Analysis Station for Cartridge Cases with minimum 1-year warranty	\$200,000.00
TOTAL	\$200,000.00

Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
 - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Certifications and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
 - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the signed Grant Contract.

CERTIFICATION REGARDING DEBARMENT, ET AL

(PAGE 1 OF 3)

**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-
recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 2 OF 3)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENTS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 3 OF 3)

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING LOBBYING

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OCJP for guidance, and may not proceed without the express prior written approval of OCJP.

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal grant, or cooperative agreement over \$100,000 as defined at CFR Part 69.

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

TENNESSEE CERTIFICATION OF COMPLIANCE
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS
FOR SUBGRANTS ISSUED BY
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS

INSTRUCTIONS: Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #4. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #4 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

Agency Name:

Project Director's Name:

Agency Address:

Project Director's Phone:

Grant Project Title:

Grant Start Date:

Grant End Date:

Grant Duration:

Grant Amount:

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this agency will maintain data (and submit when required) to ensure that:
 - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
 - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
 - c. all projects and activities of our agency will provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
2. I certify that this agency will register within 60 days of award start date with the Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity (EEO) Program Reporting Tool to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at:
<https://ocr-eeop.ncjrs.gov>.
3. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
 - a. Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - b. Victims of Crime Act (42 U.S.C. § 10604(e));
 - c. Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);

CERTIFICATION OF REGULATIONS COMPLIANCE

(PAGE 2 OF 2)

- g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
- h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
- i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
- j. Violence Against Women Act (VAWA) of 1994, as amended, 42 U.S.C. § 13925(b)(13)

4. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII, Part D, of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to** the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

Name:

Title:

Phone:

Address:

City & State:

Zip Code:

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING FFATA

(PAGE 1 OF 2)

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit www.USASpending.gov.

Executive Compensation Reporting: FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; and
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to complete the remainder of the Certification.

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification.
(Please click the box to the left)

☐ **Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: *(Please check the box to the left & provide an explanation below)*
Explanation:

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, sign & date each certification, and return signed certifications to your OCJP Program Manager by mail.

Authorized Signature of the Applicant Agency:

Date:

Instructions for Completing the Special Conditions Pages 2014 JAG (2014-MU-BX-0804)

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions instructions.
- Identify who will complete the Special Conditions document, the Authorized Official or their Designee:
 - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Special Conditions and has been granted permission by the Authorized Official to sign the document with the Authorized Official's signature.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 2 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 3 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- * 12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 4 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
19. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
20. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
21. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 5 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

22. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

23. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

24. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
25. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 6 OF 7

PROJECT NUMBER 2014-MU-BX-0504

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

26. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
27. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
30. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
31. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
32. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
33. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 7 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
35. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
36. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
37. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
38. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
39. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

40. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your MY BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>

Name and Title of Authorized Official: _____

Name and Title of Certifying Designee (If different from
authorized official): _____

Certifying Designee's Address: _____

☐

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date

Instructions for Completing the Special Conditions Pages 2014 JAG (2014-MU-BX-0804)

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions instructions.
- Identify who will complete the Special Conditions document, the Authorized Official or their Designee:
 - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Special Conditions and has been granted permission by the Authorized Official to sign the document with the Authorized Official's signature.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 2 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 3 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- * 12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 4 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
19. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
20. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_granteecondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
21. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 5 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

22. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
23. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

24. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
25. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 6 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

26. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
27. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
30. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
31. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
32. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
33. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 7 OF 7

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

SPECIAL CONDITIONS

34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
35. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
36. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
37. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
38. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
39. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PROJECT NUMBER 2014-MU-BX-0804

AWARD DATE 09/30/2014

40. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your MY BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>

Name and Title of Authorized Official: _____

Name and Title of Certifying Designee (If different from
authorized official): _____

Certifying Designee's Address: _____

☐ I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date



FORENSIC TECHNOLOGY

Ultra Electronics

FORENSIC TECHNOLOGY

5757, boul. Cavendish Blvd

Bureau/Suite 200

Côte St-Luc, Québec

H4W 2W8

Canada

Tel +1 514 489 4247

Fax +1 514 485 9336

Toll Free +1 888 984 4247

www.ultra-forensicttechnology.com

May 29, 2018

Detective Sergeant Tommy Massey
Murfreesboro Police Department
302 S. Church Street
Murfreesboro, Tennessee
37130 USA

Subject: Sole Source Letter

Dear Sirs:

The IBISTRAX-HD3D products use the IBISTRAX-HD3D technology, encompassing a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary, commercially-sensitive information that is only usable by those employees of **Ultra Electronics Forensic Technology Inc.** (hereinafter referred to as **Forensic Technology**), who have been duly authorized and trained to do so.

Consequently, Forensic Technology is the only company that can provide their proprietary products, IBIS, IBISTRAX-HD3D (BRASSTRAX-3D Acquisition Station and BULLETRAX-3D Acquisition Station), MATCHPOINT, MATCHPOINT+ and Data Concentrator hardware and software, as well as maintenance, upgrades and service, including data migration, moving and training services pertaining thereto. Furthermore, IBISTRAX-3D and IBISTRAX-HD3D, currently in use in the United States under the ATF NIBIN program, is the only technology that will work on the NIBIN Network, as other technologies are not compatible with the NIBIN Network.

Sincerely yours,

A handwritten signature in black ink, appearing to read "BH", with a stylized flourish extending from the bottom right.

Brandon Huntley
Manager, Forensic Intelligence Strategy - North America



... creating a better quality of life

June 21, 2018

CONSENT AGENDA

Honorable Mayor and Members of City Council:

- RE: Item A: Approval to Hire the Hall Group for Architectural Services for
 Completion of Training Facility**
Item B: Approval of a Client Services Agreement with Sevalus, LLC

Item A

Background

The 2018, 2019, and 2020 Capital Improvement Plan (CIP) funds will be used to complete the site work and construction of the buildings at the Doug Young Public Safety Training Facility. These buildings will include the training and administration building, outdoor classroom/restroom building, storage building and active shooter building.

Staff recommends approval of an agreement with The Hall Group, LLC to provide architectural and structural services to the City of Murfreesboro for this project.

Proposal Process

A Request for Proposal for Architectural and Engineering Services was issued on April 11, 2018. Members of the team from Sevalus and Staff reviewed seven submitted proposals and recommends approval of an agreement with The Hall Group, LLC to provide architectural and structural services to the City of Murfreesboro for this project. Architectural services will include design development, construction documents, bidding or negotiation, and construction phase services. The Hall Group, LLC proposed architectural fee is included in the proposal. The estimated fee based on the proposed project cost is approximately \$250,000.

Fiscal Impact

Council approved Reimbursement Resolution 18-R-09 on May 24, 2018 to use the 2019 and 2020 CIP funds to complete the Doug Young Public Safety Training Facility.

Concurrences

Sevalus prepared the Request for Proposals, participated in the selection committee and concurs with the selection of The Hall Group, LLC as the architect for the buildings at the Doug Young Public Safety Training Facility. The contract is currently in the review and approval process with the Purchasing and Legal Departments.

Recommendation

City Council is recommended to enter into an agreement with The Hall Group, LLC to provide architectural services for design, bid, and construction services for the Doug Young Public Safety Training Facility pending review by the Purchasing Director and City Attorney.

Item B**Background**

Two major capital projects, the General Aviation Terminal and Doug Young Public Safety Training Facility, are currently in the design and construction process. An Owner's representative is needed to facilitate the successful completion of both projects.

Sevalus, LLC has been selected to represent the City for both above-mentioned projects. Staff recommends that Council approve the Client Services Agreement with Sevalus, LLC.

Fiscal Impact

Capital Improvement funds for each of these projects have previously been approved by City Council and those funds will be utilized to pay for the Owner's Representative fee.

The projected fee for the General Aviation Terminal is \$229,649.00 (3.53% of project cost). The projected fee for Doug Young Public Safety Facility is \$232,314.00 (4.65% of project cost).

Concurrences

The City Purchasing and Legal Departments have reviewed and approved the agreement.

Recommendation

City Council is recommended to enter into an agreement with Sevalus, LLC to provide Owner's Representative Services for the General Aviation Terminal and Doug Young Public Safety Center projects.

Attachment

Client Services Agreement with Sevalus, LLC

Respectfully submitted,

Paul Boyer
Purchasing Director

Mark Foulks
Fire Rescue Chief

C: Melissa Wright, City Recorder



535 Marriott Drive
Suite 625
Nashville, TN 37214

SEVALUS, LLC
CLIENT SERVICES AGREEMENT
Owner Representative Services

THIS SEVALUS, LLC CLIENT SERVICES AGREEMENT (this “Agreement”) is made as of the 14th day of June, 2018 (the “Effective Date”) by and between City of Murfreesboro, TN, with an address of 111 West Vine Street, Murfreesboro, TN 37130 (“Client”), and Sevalus, LLC, a Delaware Limited Liability Company with an address of 535 Marriott Drive, Suite 625, Nashville, TN 37214 (“Sevalus, LLC”).

PRELIMINARY STATEMENT

Client desires to engage Sevalus, LLC on a non-exclusive basis to perform certain professional services for Client, and Sevalus, LLC desires to perform such services, in each case, pursuant to the terms and conditions of this Agreement.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

1.1 Performance of Projects. Sevalus, LLC will supply to Client the completed project(s) as described in Exhibit A, attached to and incorporated in this Agreement, (each a “Project” and collectively the “Projects”). The content of a Project, which will be performed by Sevalus, LLC’s employees and/or Consultants, may be amended from time to time upon the mutual, written agreement of the parties. The performance of the Projects will be governed by the terms and conditions of this Agreement.

Sevalus, LLC will provide sufficient skilled personnel to carry out the requirements of this Agreement. If requested by Client, Sevalus, LLC will provide the verified work history or resume of employees to substantiate experience and skill for completing a Project. Sevalus, LLC certifies and represents that it will comply with all Immigration Laws and I-9 requirements for each of their employees supplied under this Agreement.

1.2 Fee Schedule. In full and complete consideration of the satisfactory performance by Sevalus, LLC of its obligations under this Agreement, Client will pay to Sevalus, LLC the sum set forth in Exhibit A, (the “Fee”). Payment of the Fee will be Client’s sole financial obligation to Sevalus, LLC for the performance of any and all services pursuant to this Agreement.

1.3 Additional Projects. If, during the term of this Agreement, Client desires to engage Sevalus, LLC to perform additional services, and Sevalus, LLC desires to perform such services, the parties will execute a Project Work Order (Exhibit), and such services will be deemed a Project under and governed by the terms and conditions of this Agreement. To the extent of any express conflict or inconsistency between the terms and conditions of a Project Work Order and the terms and conditions of this Agreement, the terms and conditions of the Project Work Order will control.



535 Marriott Drive
Suite 625
Nashville, TN 37214

1.4 Guidelines and Standards. Subject to Section 2.1, Client reserves the right from time to time to establish and modify guidelines and standards applicable to the Projects, and Sevalus, LLC will comply with such guidelines and standards. In the event that the guidelines or standards are modified such that the parties agree that the costs Sevalus, LLC expects to incur to perform the services under this Agreement are significantly impacted, the parties will negotiate in good faith to revise the Fee accordingly.

1.5 Consultants/Subcontractor. In the event that Sevalus, LLC provides a Consultant or subcontractor ("**Consultant**") rather than its own employee to provide services under this Agreement the following conditions, in addition to those contained elsewhere in this Agreement, will apply:

- A. Such Consultant will make himself/herself/itself available to the general public for consulting services and not exclusively for Client;
- B. Sevalus, LLC will have a written agreement with such Consultant or Consultant's employer under which all the terms of this Agreement are incorporated and binding upon Consultant and Consultant's employer; and Consultant and Consultant's employer are responsible for employment, income and social security taxes for Consultant that arise from the services Consultant is providing; and
- C. Client will be named in writing as a third-party beneficiary of the agreement between Sevalus, LLC and the Consultant and Consultant's employer insofar as the terms and conditions of this Agreement are concerned. Sevalus, LLC agrees that it is responsible for assuring that any Consultant hired by Sevalus, LLC understands the terms of this Agreement and agrees to comply with these same terms in relevant parts.
- D. Sevalus, LLC will require any Consultant to execute all client-required confidentiality or other conduct documentation required by the Client.

Upon request, Sevalus, LLC will provide Client with a fully executed copy of all the items set forth in this Section 1.5 prior to the Consultant performing services under this Agreement.

ARTICLE II

NATURE OF RELATIONSHIP

2.1 Independent Contractor Status. To the fullest extent permitted by law, Sevalus, LLC will be an independent Contractor under this Agreement and neither Sevalus, LLC nor any of its employees or Consultants will be deemed an agent, employee, joint employee or servant of Client. Neither Client nor Sevalus, LLC will have any right to act on behalf of or bind the other party for any purpose. Client will have no right to control the manner or means by which Sevalus, LLC performs Projects for Client. Sevalus, LLC will have the sole right, obligation and discretion to hire, assign, fire, discipline, evaluate, supervise, manage, train, assign work, define jobs, determine job content, maintain records of hours, perform payroll functions, provide benefits and insurance, including, but not limited to employee worker's compensation insurance and comprehensive general liability insurance, and determine all other terms and conditions of employment for all of Sevalus, LLC employees and Consultants. Sevalus, LLC will also have the obligation to pay all employment, income and social security taxes arising under this Agreement with respect to Sevalus, LLC's employees and ensure that all such taxes are paid with respect to Sevalus, LLC's Consultants. Further, Sevalus, LLC represents that all of its employees assigned to perform services for Client are eligible to receive employment benefits from Sevalus, LLC.

2.2 No Employee Benefits. Sevalus, LLC's employees and Consultants will not be eligible to participate in any employee benefit programs of Client. In addition, Sevalus, LLC's employees and Consultants will not be entitled to unemployment compensation benefits from Client or workers'



535 Marriott Drive
Suite 625
Nashville, TN 37214

compensation benefits in the event Sevalus, LLC's employees or Consultants are injured in any manner while performing services under this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Sevalus, LLC's Representations and Warranties.

- A. Sevalus, LLC represents and warrants that: (i) it has the full power and authority necessary to enter into this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of Sevalus, LLC and has been duly executed and delivered by it; (iii) it has not entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair its ability to perform the Projects under this Agreement; and (iv) the execution by Sevalus, LLC of this Agreement and the performance of its obligations under this Agreement will not breach or violate any other agreement to which it is a party.
- B. Sevalus, LLC warrants that all Projects will be performed pursuant to agreed upon schedules and to the best of its ability and in a good, workmanlike manner with the highest standards of care, skill, and diligence used by persons who are skilled, trained and experienced with respect to the type of services required by the Projects.
- C. Sevalus, LLC warrants that all materials produced under this Agreement will be of original development by Sevalus, LLC or that Sevalus, LLC has the legal right to convey the entire right, title and interest in such materials. Sevalus, LLC further warrants that neither the execution of this Agreement nor the performance of its obligations under this Agreement, will infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party.
- D. Sevalus, LLC represents and warrants that: (i) it has conducted background checks for each of their personnel providing services to Client and (ii) such background checks and their results have met the standards established by Client.

3.2 Client Representations and Warranties. Client represents and warrants that: (i) it has the full power and authority necessary to enter into this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of Client and has been duly executed and delivered; and (iii) the execution by Client of this Agreement and the performance of its obligations under this Agreement will not breach or violate any other agreement to which Client is a party.

ARTICLE IV

COMPLIANCE WITH LAWS; INDEMNIFICATION; INSURANCE

4.1 Compliance with Laws. In connection with the performance of services on a Project pursuant to this Agreement, Sevalus, LLC will comply, and will cause each of Sevalus, LLC's employees and Consultants to comply, with all statutes, laws, regulations, ordinances, judgments, permits and other governmental rules or restrictions, as may be amended from time to time, applicable to: (i) Sevalus, LLC's execution of this Agreement; (ii) Sevalus, LLC's business; and/or (iii) the performance of services by Sevalus, LLC, its employees, and Consultants.



535 Marriott Drive
Suite 625
Nashville, TN 37214

4.2 Indemnification by Sevalus, LLC.

- A. Sevalus, LLC will indemnify, defend and hold Client and its directors, officers, employees, independent Clients and agents (each an “**Indemnified Party**”) harmless, if and to the fullest extent permitted by law, from and against any actual or threatened disputes, claims (including, without limitation, claims by any third party, any of Sevalus, LLC’s employees, any governmental or regulatory agency, any Client of intellectual property, any of an Indemnified Party’s customers or suppliers), actions, lawsuits or proceedings (each, a “**Claim**” and, collectively, “**Claims**”), damages (including punitive, special, consequential, indirect, exemplary or incidental damages to the extent described in Section 8.7), losses, attorneys fees, costs, expenses, liabilities and settlement amounts (each, a “**Loss**” and, collectively, “**Losses**”), whether or not well founded in law or fact, which arise out of or are directly or indirectly related to this Agreement, the breach or alleged breach by Sevalus, LLC of any representation or warranty under this Agreement, the performance or nonperformance by Sevalus, LLC, its employees, or Consultants of Sevalus, LLC’s obligations under this Agreement, or any acts or omissions of Sevalus, LLC, Sevalus, LLC’s employees, or Consultants occurring during the term of this Agreement, regardless of when the Loss occurs or the Claim is asserted, commenced or threatened; provided, however, that Sevalus, LLC will not have any obligations under this Section 4.2(A) in respect of Losses or Claims incurred or asserted solely by reason of Client’s gross negligence or willful misconduct.
- B. The Indemnified Party will be entitled to retain counsel and control the defense of any third party claim (“**Third Party Claim**”) subject to indemnification under this Section 4.2. In its defense of any such Third Party Claim, the Indemnified Party will act reasonably and in accordance with its good faith business judgment. Additionally, the Indemnified Party will not settle or compromise any Third Party Claim without Sevalus, LLC’s consent, which consent will not unreasonably be withheld. All settlement amounts, costs and expenses will be borne by Sevalus, LLC.

4.3 Indemnification by Client. In accordance with Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

4.4 Workers’ Compensation and Liability Insurance. Sevalus, LLC will, at its own expense, provide and keep in full force and effect during the term of this Agreement: (i) such workers’ compensation in such amounts as is customary and prudent for entities of Sevalus, LLC’s size in Sevalus, LLC’s industry; and (ii) commercial general liability insurance with a carrier having a financial rating approved by Client in the amount of no less than Two Million Dollars (\$2,000,000.00). Throughout the term of this Agreement, Sevalus, LLC will have and maintain such policies in a form acceptable to Client and will name Client as an additional insured as its interests may appear.

Sevalus, LLC will promptly, upon request, furnish to Client certificates of insurance with respect to the insurance policies described in this Agreement. In addition, in the event that a claim is made by Client and payment on such claim is delayed or refused, Sevalus, LLC will promptly, on request, furnish to Client a copy of Sevalus, LLC’s insurance policy with respect to such insurance. All insurance policies will provide for thirty (30) days prior written notice to be given to Client in the event coverage is canceled or not renewed.



535 Marriott Drive
Suite 625
Nashville, TN 37214

ARTICLE V

NON-DISCLOSURE AND NON-USE

5.1 **Confidential Information.** The term “**Confidential Information**” means all information (whether or not specifically labeled or identified as confidential), in any form or medium (whether in oral, written, electronic, graphic or other form), that is disclosed to, or developed or learned by, or that becomes known to, Sevalus, LLC or any of its employees or Consultants (i) in connection with the Projects and/or (ii) that relates to the business, operations, products, services, know how, strategies, promotions, research, prospects, employee-relations or development of Client. Confidential Information will not include any information that Sevalus, LLC can demonstrate by clear and convincing evidence (i) is publicly known through no wrongful act or breach of obligation of confidentiality; (ii) was lawfully known to Sevalus, LLC prior to the time it was disclosed to, or learned by, Sevalus, LLC during the term of this Agreement; (iii) was received by Sevalus, LLC from a third party not in breach of any obligation of confidentiality; or (iv) was independently developed by Sevalus, LLC without any use of any Confidential Information. Information falling within the foregoing categories (i) through (iv) will not be disclosed until thirty (30) days after written notice of intent to disclose is given to Client along with the asserted grounds for disclosure.

5.2 **Agreement to Maintain Confidentiality.** Sevalus, LLC acknowledges and agrees that Sevalus, LLC and its employees and Consultants will have access and contribute to information and materials of a highly sensitive nature (including Confidential Information) and it will protect the legitimate business interests of Client therein. Sevalus, LLC agrees that during the term of this Agreement and at all times thereafter, without the prior written consent of Client, Sevalus, LLC will not use, and will not permit its employees or Consultants to use, for its or their benefit or the benefit of any other person or entity, and will not disclose, or permit its employees to disclose, to any other person or entity, any Confidential Information, except to the extent such use or disclosure is required in connection with the performance of services on a Project or pursuant to Section 5.4. Sevalus, LLC will use its best efforts and utmost diligence to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

Sevalus, LLC will advise each of its employees and Consultants of the confidentiality obligations contained in the Agreement and will require each such employee and Consultant to sign a confidentiality statement that conforms to Sevalus, LLC’s obligations set forth in this Agreement.

5.3 **Required Disclosures.** In the event that Sevalus, LLC or any of its employees or Consultants is required by law or court order to disclose any Confidential Information, Sevalus, LLC will (i) promptly notify Client in writing and in no event later than five (5) business days prior to any such disclosure; (ii) cooperate with Client to preserve the confidentiality of such Confidential Information consistent with applicable law; and (iii) use Sevalus, LLC’s best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

5.4 **Irreparable Harm.** The parties agree that any threatened or existing breach of Section 5.2 of this Agreement would cause Client irreparable injury for which it would have no adequate remedy at law. In each such case, the parties agree that Client will be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to Client.

5.5 **Effect of NDA.** For the avoidance of doubt, to the extent the parties have executed a separate, written Non-Disclosure Agreement (NDA) and that NDA imposes additional confidentiality obligations upon the parties, the terms of the separate, written NDA and any additional confidentiality obligations shall continue to apply.



535 Marriott Drive
Suite 625
Nashville, TN 37214

ARTICLE VI

TERM AND TERMINATION

6.1 **Term.** Unless earlier terminated pursuant to Section 6.2, this Agreement will commence on the Effective Date and remain in effect until terminated in accordance with the terms of this Agreement.

6.2 **Earlier Termination of Agreement.**

- A. This Agreement may be terminated by: (i) either party, upon the failure of the other party to perform any obligation required to be performed by it under this Agreement which is not remedied within five (5) days of the receipt of written notice thereof; (ii) by Client, for whatever reason, with or without cause, on fifteen (15) days written notice to Sevalus, LLC; or (iii) by Sevalus, LLC, for whatever reason, with or without cause, on thirty (30) days written notice to Client.
- B. This Agreement will terminate automatically in the event that either party: (i) ceases conducting business in the normal course, (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, (iv) suffers or permits the appointment of a receiver for its business or assets or (v) avails itself of, or become subjects to, any proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute.

6.3 **Effect of Termination.** Termination of this Agreement terminates all Projects and Project Work Orders issued against this Agreement.

6.4 **Payment of Fees Upon Termination.** In the event of a termination of this Agreement, Client will pay all undisputed outstanding charges to the date of termination. Sevalus, LLC agrees and understands that any estimates of the amount of time involved in a Project which may have been given to or by Sevalus, LLC in connection with the requested work will not be binding upon Client, and will in no event be interpreted as a commitment by Client to continue a Project assignment for any specific term. Any damages or other amounts owing to Client by Sevalus, LLC for any reason upon termination of this Agreement may be deducted from any amounts owed by Client to Sevalus, LLC.

6.4 **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement as set forth in Section 6.5 below.

6.5 **Return of Materials.** Within five (5) days of the termination of this Agreement, Sevalus, LLC will: (i) return to Client all Confidential Information (including each and every form and copy of such Confidential Information) and deliver to Client all other properties of Client and (ii) provide to Client a status report in respect of all aspects of the Project that have not been fully performed and such other information and materials as may be necessary or helpful to Client in completing such Project. Failure to comply with the provisions of this Section 6.5 may result, in addition to other available remedies, in payment to Sevalus, LLC being withheld by Client until all equipment or other property is returned and such information is provided.



535 Marriott Drive
Suite 625
Nashville, TN 37214

ARTICLE VII

MISCELLANEOUS

7.1 No Present or Future Agreements or Employment Promises. Sevalus, LLC acknowledges that Client makes no promise regarding future agreements, nor that Sevalus, LLC is guaranteed any minimum number of billable hours for Sevalus, LLC or Sevalus, LLC's employees or Consultants.

7.2 Notices. Any notices, consents or approvals required or permitted to be given under this Agreement will be deemed to be given and sufficient: (i) three (3) days after deposit in the United States Mail, if sent via certified or registered letter, return receipt requested; (ii) one (1) day after deposit with a reputable overnight delivery or courier service; or (iii) after receipt of confirmation or answerback, if sent by fax with written confirmation to the receiving party, in each case, to the respective addresses set forth below or such other address provided by either party in accordance with this Section 7.4.

If to Client:	City of Murfreesboro, TN 111 West Vine Street Murfreesboro, TN 37130 Attention: Craig Tindall, City Manager Telephone Number: 615-849-2629
---------------	---

If to Sevalus, LLC:	Sevalus, LLC 535 Marriott Drive, Suite 625 Nashville, TN 37214 Attention: Eric Burk Telephone Number: 615-426-0810 Email Address: eric.burk@sevalus.com
---------------------	--

7.3 Waiver. No delay, omission or failure to exercise any right or remedy provided for in this Agreement or to demand strict performance by the other of any of the terms, covenants or conditions set forth in this Agreement will be construed as a continuing waiver or relinquishment thereof, and each party may at any time exercise any or all its rights or remedies in this Agreement and demand strict and complete performance of this Agreement by the other party. No term or provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented.

7.4 Assignment; Third Party Beneficiaries. This Agreement may not be assigned by Sevalus, LLC, in whole or in part, without the prior written consent of Client. Client is free not to consent to any assignment, for any reason, or to consent to such assignment only on certain terms and conditions. A permitted assignee will have all of the rights and obligations of the assigning party set forth in this Agreement.

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



535 Marriott Drive
Suite 625
Nashville, TN 37214

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

7.7 Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.8 Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

7.9 Force Majeure. No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.10 Limitation of Damages. Neither party will be liable to the other party under this Agreement for special, consequential, exemplary or incidental damages; provided, however, the foregoing limitation will not be applicable to any Loss arising out of: (i) a party's gross negligence, fraud or willful or intentional misconduct; (ii) bodily injury or death proximately caused by a party's negligence; (iii) Sevalus, LLC's breach of its confidentiality obligations pursuant to Article V of this Agreement; or (iv) any third party claim against an Indemnified Party under an indemnifiable claim as set forth in Section 4.2.

7.11 Choice of Law; Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any principles of



535 Marriott Drive
Suite 625
Nashville, TN 37214

conflicts of law. Each of the parties irrevocably submits to the exclusive jurisdiction of the state courts of the State of Tennessee and the federal district courts located in the State of Tennessee for the purpose of any suit, action or other proceeding related to or arising out of this Agreement.

7.12 Severability. If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

7.13 Survival. Sections 3.1 and 4.2, Article V, and this Article VII will survive termination of this Agreement.

7.14 Section Headings. Section headings have been included in this Agreement for convenience of reference only and are not to be considered part of, or to be used in interpreting, this Agreement.

7.15 Entire Agreement. This Agreement, all Exhibits and all Project Work Orders, if any, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any previous understandings or agreements, whether written or oral, in respect of such subject matter. Both parties have had the opportunity to review this Agreement and the opportunity to have this Agreement reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted in accordance with the fair meaning of its terms.

7.16 Amendments. This Agreement may only be amended by a written instrument executed on behalf of each of the parties to this Agreement.

7.17 No Reliance. Each party to this Agreement agrees and acknowledges that it has not relied on any representation or warranty (whether express or implied, written or oral) that is not expressly set forth in this Agreement.

7.18 Interpretation. Unless otherwise stated, reference to the singular includes the plural and vice versa and reference to gender includes all genders.

7.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed one Agreement.

7.20 Independent Client. This Agreement, and any document or agreement entered into in connection with this Agreement, will not be deemed to create any other relationship between Client and Sevalus, LLC. Sevalus, LLC will remain an independent Client and will not have, nor represent that it has, any power to bind Client or to assume or create any obligation, express or implied, on behalf of Client, except as expressly provided in this Agreement.

7.21 Attorney's Fees. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement or to recover damages for the breach of this Agreement, the non-prevailing party will pay to the prevailing party all reasonable costs, damages and expenses, including attorney's fees, expended or incurred in connection therewith, and any judgment entered in such enforcement action will include such amount as a specific line item.



535 Marriott Drive
Suite 625
Nashville, TN 37214

7.22 Remedies Cumulative. No right or remedy conferred upon or reserved in this Agreement is intended to be exclusive of any other right or remedy in this Agreement or by law or in equity, but each will be cumulative and in addition to every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute. The choice or employment of any one remedy will not preclude the assertion of any other remedies under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Sevalus, LLC Client Services Agreement to be executed by their duly authorized representatives on the date first written above.

Sevalus, LLC

City of Murfreesboro, TN

DocuSigned by:
By: James A. Evans
CA686940131549B...

By: _____

Print Name: James A. Evans

Print Name: Shane McFarland

Title: President & CEO

Title: Mayor, City of Murfreesboro

Date: 6/14/2018

Date: _____

Approved as to form:

DS
B
Eric Burk

[Signature]
Interim City Attorney

DS
SK
Steve Kuhn



535 Marriott Drive
Suite 625
Nashville, TN 37214

EXHIBIT A

Description of Services

THIS EXHIBIT A is made a part of and is subject to the Sevalus, LLC Client Services Agreement dated as of 14th day of June, 2018, (the “**Agreement**”) by and between **City of Murfreesboro, TN, (“Client”)** and **Sevalus, LLC (“Sevalus, LLC”)**.

During the Term of this Agreement as set forth in Section 6.1, Client engages Sevalus, LLC and Sevalus, LLC agrees to provide on an “as requested and agreed” basis the following services and such other services as may be requested by Client (the “**Project**”):

Project Description:

General Aviation Terminal Replacement Project

Scope of Services:

1. Oversee and manage the final design of an approximate 20,000 sq.ft. General Aviation Terminal that will replace the existing terminal at the Murfreesboro Municipal Airport at 1930 Memorial Blvd, Murfreesboro, TN.
2. Target a final program budget of \$6,000,000 for the terminal. The final program budget includes the cost of construction, design services, consultant fees, permits, materials testing, and other necessary costs to complete the project. If the target budget cannot be achieved, Sevalus will provide recommendations to the Client on changes to the project’s scope. Ultimately it is understood that the Client will make the final decisions on project’s scope and whether to increase amount of the target budget.
3. Manage the bidding, evaluation and selection process of the General Contractor (GC).
4. Hold the designer and GC to the intent and provisions in their respective contracts.
5. Provide Owner Representative Services during the construction of the aviation terminal through its completion, Certificate of Occupancy, and final payment to the GC. Oversight responsibilities include review of monthly pay applications by the GC, review of the GC’s construction schedule, participation in the GC’s Quality Assurance and Punch List process(es).
6. The scope of work shown above is expected to take approximately 19 months from May 2018 and be complete on or about November 2019. The compensation is based on this duration.

Compensation:

1. Sevalus, LLC will submit to Client a detailed invoice for each installment, and, provided that Sevalus, LLC has performed the Project to Client reasonable satisfaction and Sevalus, LLC has not breached any of its obligations, representations and/or warranties under the Agreement, Client agrees to pay such invoice in full within thirty (30) days after the receipt of the invoice.
2. In addition, Sevalus, LLC acknowledges and agrees that it has not and will not incur any costs or expenses in reliance on securing this or any other business of Client. Notwithstanding the foregoing,



535 Marriott Drive
Suite 625
Nashville, TN 37214

Client will reimburse Sevalus, LLC for reasonable out-of-pocket costs and expenses incurred by Sevalus, LLC in connection with the Project; provided, however: (a) that Sevalus, LLC first obtain Client pre-approval of all such costs and expenses in writing. Client agrees to reimburse Sevalus, LLC within thirty (30) days of invoice for all such approved costs and expenses.

3. The compensation will be billed per the following table:

Name	Area of Focus	Phase 2 Design / Procurement	Phase 3 Construction	Phase 4 Closeout / Occupancy
		May - Aug 2018	Sep 2018 - Sep 2019	Oct - Nov 2019
Steve Kuhn	Executive Oversight	5% (participation in weekly OAC calls)	2% (participation in OAC calls as necessary)	0%
Eric Burk	Project Oversight, Design Management, Procurement	21% (participation on weekly OAC calls, periodically on site)	5% (participation in weekly OAC calls)	2% (participation in weekly OAC calls)
Bob Kiger	Design Management, Procurement	19% (participation on weekly OAC calls, periodically on site)	4% (participation in weekly OAC calls)	2% (participation in weekly OAC calls)
Eileen Keller	Construction Oversight	15%	25% (available on site 1-day/week)	12.5% (available on site 1-day/bi-week)
Monthly Fee		\$19,111	\$10,763	\$4,777
Monthly Fee (with escalation)		n/a	\$11,140	\$4,945
Fee per Phase (with escalation)		\$76,445	\$143,315	\$9,889
Total Projected Fee				\$229,649
Total Projected Fee, as % of project cost =				3.53%

Sevalus, LLC

City of Murfreesboro, TN

DocuSigned by:
By: James A. Evans
CA686940131549B...

James A. Evans, President & CEO

Date: 6/14/2018

By: _____

Print Name: Shane McFarland

Title: Mayor, City of Murfreesboro

Date: _____

Approved as to form:

DS
B
Eric Burk

DS
SK
Steve Kuhn

[Signature]
Interim City Attorney



535 Marriott Drive
Suite 625
Nashville, TN 37214

EXHIBIT B

Description of Services

THIS EXHIBIT B is made a part of and is subject to the Sevalus, LLC Client Services Agreement dated as of 14th day of, June 2018, (the “**Agreement**”) by and between **City of Murfreesboro, TN**, (“**Client**”) and **Sevalus, LLC** (“**Sevalus, LLC**”).

During the Term of this Agreement as set forth in Section 6.1, Client engages Sevalus, LLC and Sevalus, LLC agrees to provide on an “as requested and agreed” basis the following services and such other services as may be requested by Client (the “**Project**”):

Project Description:

Doug Young Public Safety Training Facility

Scope of Services:

1. Oversee and manage the final design of an approximate 10,000 sq.ft. Public Safety Training Center, a vehicle storage support building, an outdoor classroom with kitchen and restroom facilities, a driver training pad, an active shooter training building, and a canine training yard.
2. Target a final program budget of \$5,000,000 for the project. The final program budget includes the cost of construction, design services, consultant fees, permits, materials testing, and other necessary costs to complete the project. If the target budget cannot be achieved, Sevalus will provide recommendations to the Client on changes to the project’s scope. Ultimately it is understood that the Client will make the final decisions on project’s scope and whether to increase amount of the target budget.
3. Manage the bidding, evaluation and selection process of the General Contractor (GC).
4. Hold the designers and GC to the intent and provisions in their respective contracts.
5. Provide Owner Representative Services during the construction of the site contractor. Oversight responsibilities include review of monthly pay applications by the site contractor, review of the site contractor’s construction schedule, participation in the site contractor’s Quality Assurance and Punch List process(es).
6. Provide Owner Representative Services during the construction of the various buildings through their completion, Certificate of Occupancy, and final payment to the GC. Oversight responsibilities include review of monthly pay applications by the GC, review of the GC’s construction schedule, participation in the GC’s Quality Assurance and Punch List process(es).
7. The scope of work shown above is expected to take approximately 16 months from May 2018 and be complete on or about August 2019. The compensation is based on this duration.

Compensation:

1. Sevalus, LLC will submit to Client a detailed invoice for each installment, and, provided that Sevalus, LLC has performed the Project to Client reasonable satisfaction and Sevalus, LLC has not breached any of its obligations, representations and/or warranties under the Agreement, Client agrees to pay such invoice in full within thirty (30) days after the receipt of the invoice.



535 Marriott Drive
Suite 625
Nashville, TN 37214

2. In addition, Sevalus, LLC acknowledges and agrees that it has not and will not incur any costs or expenses in reliance on securing this or any other business of Client. Notwithstanding the foregoing, Client will reimburse Sevalus, LLC for reasonable out-of-pocket costs and expenses incurred by Sevalus, LLC in connection with the Project; provided, however: (a) that Sevalus, LLC first obtain Client pre-approval of all such costs and expenses in writing. Client agrees to reimburse Sevalus, LLC within thirty (30) days of invoice for all such approved costs and expenses.

3. The compensation will be billed per the following table:

Name	Area of Focus	Phase 2 Design / Procurement	Phase 3 Construction	Phase 4 Closeout / Occupancy
		May - Oct 2018	Nov 2018 - Jul 2019	Aug-19
Steve Kuhn	Executive Oversight	2% (participation in weekly OAC calls)	2% (participation in OAC calls as necessary)	0%
Eric Burk	Project Oversight, Design Management, Procurement	19% (participation on weekly OAC calls, periodically on site)	5% (participation in weekly OAC calls)	2% (participation in weekly OAC calls)
Bob Kiger	Design Management, Procurement	20% (participation on weekly OAC calls, periodically on site)	8% (participation in weekly OAC calls)	2% (participation in weekly OAC calls)
Eileen Keller	Construction Oversight	18% (available on site 1-day/week)	25% (available on site 1-day/week)	12.5% (available on site 1-day/bi-week)
Monthly Fee		\$18,954	\$12,113	n/a
Monthly Fee (with escalation)		n/a	\$12,537	\$6,600
Fee per Phase (with escalation)		\$113,726	\$111,988	\$6,600
Total Projected Fee				\$232,314
Total Projected Fee, as % of project cost =				4.65%

Sevalus, LLC

DocuSigned by:
James A. Evans
By: CA686940131549B...

James A. Evans, President & CEO

Date: 6/14/2018

City of Murfreesboro, TN

By: _____

Print Name: Shane McFarland

Title: Mayor, City of Murfreesboro

Date: _____

DS
B
Eric Burk

DS
SK
Steve Kuhn

Approved as to form:

Interim City Attorney

May 24, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 4:00 p.m. on Thursday, May 24, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

James Crumley, Interim City Manager
Jennifer Moody, Assistant City Manager
Craig Tindall, City Attorney
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director
Amanda DeRosia, Reporting & Compliance
Chad Gehrke, Airport Manager
Joey Smith, Solid Waste Director
Darren Gore, Water Resources Director

Mr. Jim Crumley, Interim City Manager, presented an overview of ways to eliminate the General Fund's requirement of Fund Balance each year to put a working budget in place. Recommendations were to spin solid waste out of the general fund into a full cost recovery utility; 2) curb debt in CIP for the next two years; and 3) review potential for new income from Hotel-Motel Tax, impact fees, and property tax increase to eliminate the need for use of fund balance. Mr. Crumley addressed questions and comments from Council. Department Heads were present.

Mayor McFarland suggested that budget meetings be scheduled for Tuesday, June 5, 2018; Wednesday, June 6, 2018; Thursday, June 7, 2018; Tuesday, June 12, 2018; Wednesday, June 13, 2018; and Thursday, June 14, 2018 with all meetings beginning at 4:00 p.m. It was suggested that the City Manager provide a summary of the departments and reductions made in their budgets.

There being no further business, Mayor McFarland adjourned this meeting at 5:45 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 24, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, May 24, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

James Crumley, Interim City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director
Craig Tindall, City Attorney
David Ives, Deputy City Attorney
Chad Gehrke, Airport Manager
Darren Gore, Water Resources Director
Mark Foulks, Fire & Rescue Chief
Linda Gilbert, City School Director
Gary Anderson, City Schools Finance &
Administrative Services Director
Betty Brewer, Evergreen Cemetery

Vice-Mayor Scales Harris introduced Noah Gaines with Noah's Heart Ministry who commenced the meeting with a prayer followed by the Pledge of Allegiance.

Noah commented on his foundation "Noah's Heart Ministry" which provides food and clothing to the homeless every fourth Saturday at his church. He has been helping the homeless since he was eight years old. Noah's family were also present.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Planning Commission: Mandatory Referral at TrustPoint Hospital at the southwest corner of North Thompson Lane and Wilkinson Pike.
- 2) Letter of recommendations from the Airport Commission:
 - A. Approval of Addendum No. 2 to the ATKINS Work Authorization for the Terminal Building at Murfreesboro Municipal Airport.
 - B. Annual adjustment of rental rates and promotional program at the Murfreesboro Municipal Airport.
- 3) Letter of recommendations from the City Recorder/Finance Director: Acknowledgement of Receipt of Interim City Manager's approved Budget Amendments for Fiscal Year 2018.
- 4) Letter of recommendations from the Fire & Rescue Chief: Approval to purchase HazMatID from GSA Contract.
- 5) Request from Special Kids to hang a banner across East Main Street from July 20-30, 2018.
(Insert letters from the Planning Commission, Airport Commission, City Recorder/Finance Director and Fire & Rescue Chief here.)

Mr. Smotherman made a motion to approve the Consent Agenda in its entirety. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mr. Wade made a motion to approve the minutes as written and presented for the regular meeting held on May 10, 2018. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The letter from the Communications Director and first reading of Ordinance 18-O-32 amending Ordinance No. 03-O-10, extending the term of the Cable Television Franchise held by Comcast Cablevision of Nashville II, LLC, was withdrawn.

The City Recorder/Finance Director presented for approval renewal of Certificates of Compliance in Retail Stores for Mr. Dan Ratchup at Publix #1163, 1731 S. Rutherford Boulevard, Suite S; Mr. Michael Brumfield at Publix #1234, 2650 New Salem Highway; Mr. Richard Smith at Publix #1164, 3415 Memorial Boulevard; and Mr. Patrick Columbia at Publix #1172, 4175 Franklin Road. Renewal of Certificates of Compliance are a requirement of the State every two years, and these applicants have met the City requirements.

Mr. LaLance made a motion to approve Certificates of Compliance for Mr. Dan Ratchup, Mr. Michael Brumfield, Mr. Richard Smith and Mr. Patrick Columbia. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter of recommendations from the Deputy City Attorney was presented to the Council:

(Insert letter dated May 18, 2018 here with regards to Acknowledgement of Right of Repurchase; Eighth Amendment to Agreement of Sale and Purchase of Real Estate (revised); and approval of Sale of Lot 4, Phoenix Subdivision.)

Mr. LaLance made a motion to accept the recommendation of the Deputy City Attorney and authorize the Mayor to execute the Acknowledgment of Right of Repurchase and the revised Eighth Amendment to the Agreement; approve the sale of Lot 4 to the proposed purchaser for the use stated in Attorney John Brittingham's letter; and authorize the Mayor to execute a Release of the "right of repurchase" provision in form approved by the City Attorney when the agreed upon conditions have been satisfied. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the Fire & Rescue Chief was presented to the Council:

(Insert letter dated May 24, 2018 here with regards to CIP Reimbursement Resolution for the completion of the Doug Young Public Safety Training Facility and approve Contract with RAWSO, LLC for site work.)

The following RESOLUTION 18-R-09 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-09 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the construction of the Doug Young Public Safety Training Facility be reimbursed from proceeds of notes, bonds or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee here.)

Mr. LaLance made a motion to accept the recommendation of the Fire and Rescue Chief to approve the bid that meets all requirements from RAWSO, LLC in the amount of \$2,831,479.00 for completion of the Doug Young Public Safety Training Facility and authorize the Mayor to sign said document. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

The Council then took under review and discussion the proposed 2018-2019 City of Murfreesboro Budget.

Mr. Jim Crumley, Interim City Manager, presented the list of Outside Agencies for review and discussion. Most of the outside agencies were budgeted for the same amount received in 2017-2018 except for Linebaugh Public Library/Myrtle Glanton and Chamber of Commerce (30% of Hotel/Motel Tax) for tourism which are based on pre-determined formulas. He noted that the Southern Off-Road Bicycle Association, Inc. (SORBA) in the amount of \$275,000.00 is included in the Outside Agency List for the completion of the City's mountain bike trails in Barfield-Crescent Park but was not budgeted as an Outside Agency.

Mr. Darren Gore, Water Resources Director, presented the 2018-2019 Budget for the Water Resources Department and Stormwater Utility Management Fund. He highlighted accomplishments achieved in 2017-2018 and the goals set for 2018-2019.

Ms. Linda Gilbert, City Schools Director, presented the 2018-2019 City Schools Budget. She highlighted the achievements of City School programs and their goals to put the needs, education and safety, both physically and emotionally, of children first. She requested that Council approve an additional \$1.5 Million in the City's operating budget for transfer to the City Schools. Mr. Gary Anderson, Finance & Administrative Services Director, was also present.

Ms. Betty Brewer presented the 2018-2019 Evergreen Cemetery Budget and commented on new grave sites and price increases.

This concluded this portion of the 2018-2019 Budget review.

The City Recorder/Finance Director indicated there were no Beer Permit Applications to consider.

Upon recommendation of Mayor McFarland, Mr. Smotherman made a motion to reappoint Mr. Tommy Campbell and Mr. Phil King for another three-year term to the Cable

Television Commission with term ending 04/30/21. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director indicated there were no statements to consider for payment.

There being no further business, Mayor McFarland adjourned this meeting at 7:41 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 18-OZ-24 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 5.8 acres along Osborne Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District; Randy Friedsam, applicant [2018-411].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Ten (RS-10) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed: _____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST: APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

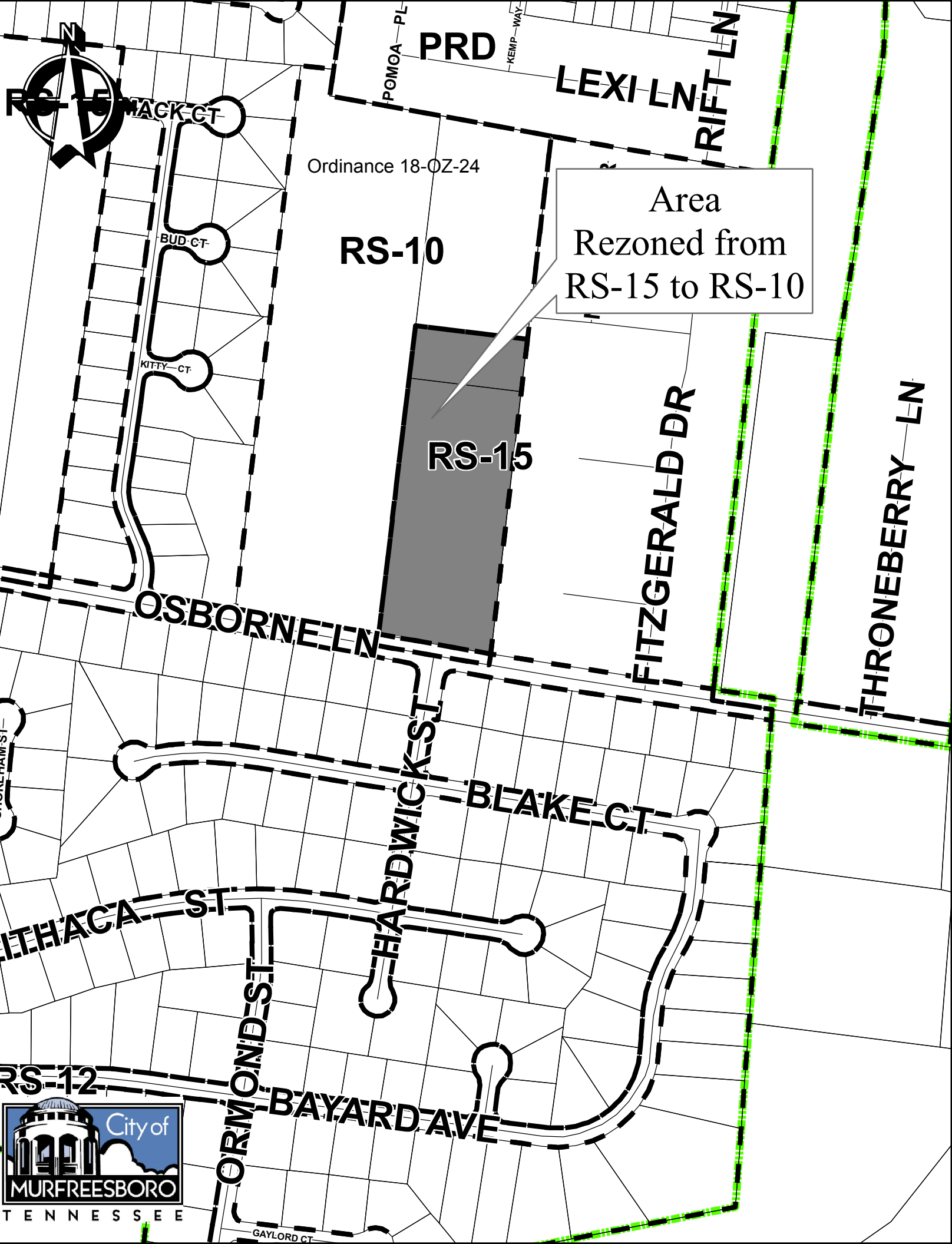


Ordinance 18-OZ-24

Area
Rezoned from
RS-15 to RS-10

RS-10

RS-15



ORDINANCE 18-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 5.01 acres in the Planned Residential Development (PRD) District located along Conhocken Court (Oak Haven PRD) as indicated on the attached map; Courtland Coleman, applicant [2018-413].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of increasing the number of single-family attached dwelling units (townhouses) from 26 to 31.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Ordinance 18-OZ-25

VILLANOVA PL

FRANKLIN HEIGHTS DR

SWARTHMORE CT

CONHOCKEN CT

PRD

PRD
Amended

RS-12

RS-12

RS-12

RS-10

RS-12

RS-10

RS-10

PRD

PRD

PRD

RS-10

RS-10

RS-8

RS-8

RS-8

RS-10

RS-10

WELLINGTON PL

PRD

AMAL



ANTEBELLUM DR

BALLATER DR

MACDUFFE DR

HOLSTED DR

CLIFDON CT

PRECIOUS AVE

RS-8

RS-8

ORDINANCE 18-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 4.73 acres in the Planned Commercial Development (PCD) District located at 2615 South Rutherford Boulevard (Rutherford Boulevard Self-Storage PCD), as indicated on the attached map; Eco-Site, applicant [2018-410].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Commercial Development (PCD) District, as indicated on the attached map, for the purpose of allowing for a telecommunications tower and associated ground structures.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

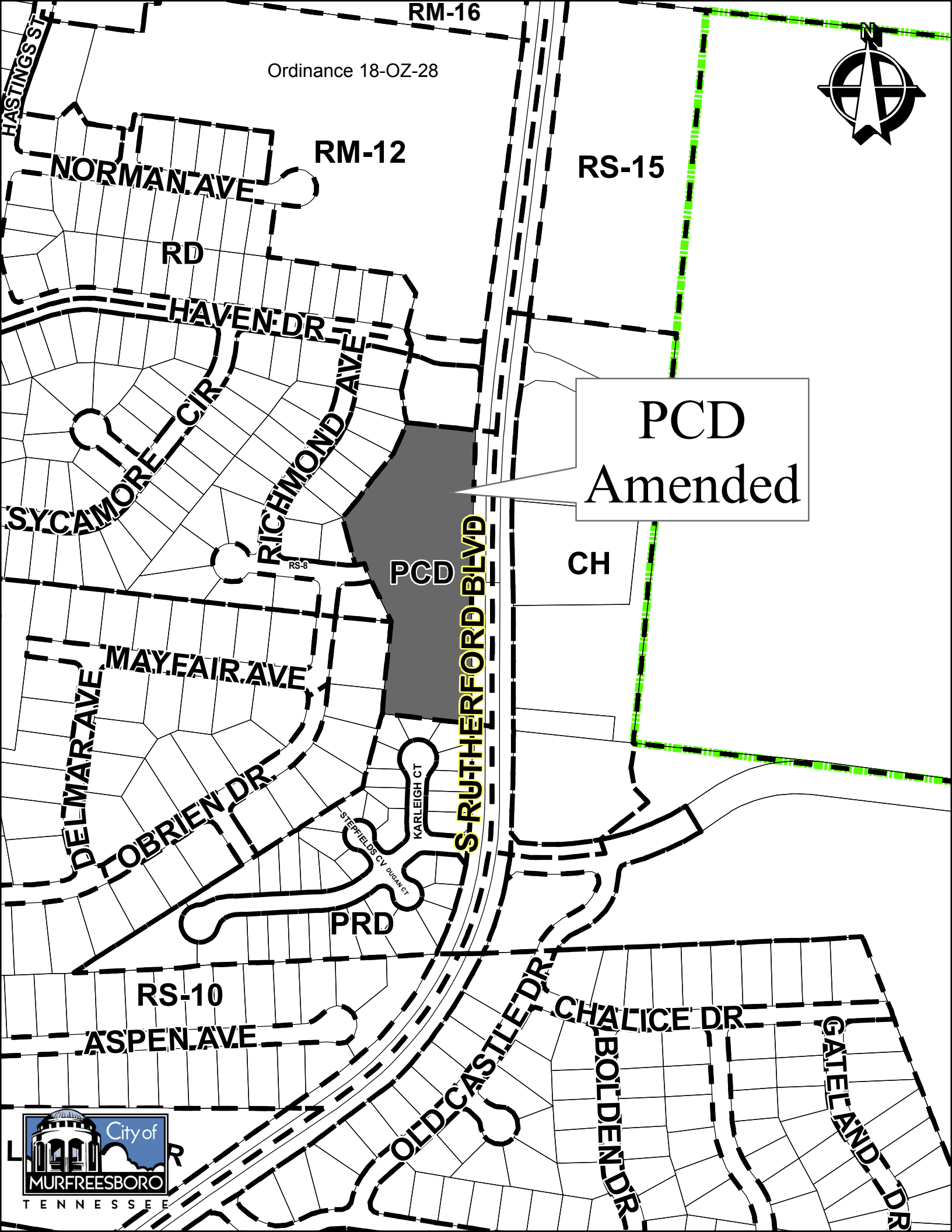
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Ordinance 18-OZ-28

RM-12

RS-15

PCD
Amended

PCD

CH

PRD

RS-10

ASPEN AVE

CHALICE DR

GAIELAND DR

OLD CASTLE DR

BOLDEN DR

S RUTHERFORD BLVD

RICHMOND AVE

HAVEN DR

MAYFAIR AVE

TOBRIEN DR

DELMAR AVE

NORMAN AVE

RD

KARLEIGH CT

STEFIELDS CV DUPONT CT



ORDINANCE 18-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.64 acres along Franklin Road and Veterans Parkway from Commercial Fringe (CF) District to Commercial Highway (CH) District; Veterans Commons, GP, applicant [2018-412].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed: _____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST: APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Area
Rezoned from
CF to CH

CH

Ordinance 18-OZ-29

CF

FRANKLIN RD

VETERANS PKWY

GRACE AVE

ELIZABETH DR

HICKORY HILLS DR

JACK BYRNES DR

RM-16

RS-15

RS-A1

CHARITY LN



ORDINANCE 18-OZ-30 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 8.99 acres along Old Fort Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (Village at Old Fort PRD); Investment Partners, LLC, applicant [2018-403].

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

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

GLA

Ordinance 18-OZ-30



Area
Rezoned from
CH to PRD

ALMAR KNOT DR

GRESHAM EN

CH

MAKAYLA CT

CL

OLD FORT PKWY

PUD

QUAKER CT



CF

SAINT ANDREWS DR

RM-12

1-16

SAINT PATRICK CT

ORDINANCE 18-O-31 amending Murfreesboro City Code Appendix A—Zoning, Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use; pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers, City of Murfreesboro Planning Department, applicant [2018-801].

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

SECTION 1. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (H) *Appeal of administrative site plan review*, by deleting it in its entirety and substituting in lieu thereof the following:

“(H) Reserved.”

SECTION 2. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended at subsection (C)(2) by adding a new subsection (f) as follows:

- “(f) Parking spaces shall be provided in accordance with the ratios set forth in Chart 4, Required Off-Street Parking and Queuing Spaces by Use, for all outdoor seating areas for the following uses:
- bar or tavern;
 - commercial center;
 - restaurant, night club, tavern or cocktail lounge;
 - restaurant, drive-in;
 - restaurant, specialty;
 - restaurant, specialty-limited;
 - shopping center, community;
 - shopping center, neighborhood; and
 - shopping center, regional.”

SECTION 3. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended under the column “Number of Parking and Queuing Spaces Required” at the subsection “Commercial” as follows:

- (a) In the “Commercial center” row, remove “250” and substitute in lieu thereof “225”.
- (b) In the “Shopping center, neighborhood” row, remove “275” and substitute in lieu thereof “250”.

SECTION 4. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

Craig D. Tindall
City Attorney

SEAL

ORDINANCE 18-O-33 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2018-2019, and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on June 14, 2018 and is prepared to adopt its financial plan for Fiscal Year 2018-2019.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2018 and ending June 30, 2019, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2018-2019, for the City's General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY 2016-2017 and 2017-2018 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2018-2019, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2018-2019, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2018-2019 that may have already transpired at the taking effect date of this Ordinance as well as for the entire Fiscal Year 2018-2019.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2018-2019 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2018-2019 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

SEAL

Ordinance 18-O-33
EXHIBIT A

City of Murfreesboro
2018-2019

	Actual 2016-2017	Estimated 2017-2018	Proposed 2018-2019
<u>GENERAL FUND:</u>			
REVENUES			
Local Taxes	\$94,684,271	\$98,246,228	\$103,368,705
State of Tennessee	16,565,436	16,725,580	19,311,875
Federal Government	5,041,673	5,343,541	11,765,968
Other Sources	18,239,950	17,820,323	24,842,305
Reimbursements from Other Funds	1,566,545	1,819,306	2,339,000
Transfers In	3,124,547	3,131,481	3,200,000
Total Revenue & Transfers In	<u>\$139,222,421</u>	<u>\$143,086,459</u>	<u>\$164,827,853</u>
EXPENDITURES			
Personnel Costs	66,786,921	70,090,013	73,374,598
Other Costs:			
Legislative	188,343	198,933	110,848
City Manager	136,430	127,811	106,047
Finance	262,616	325,800	284,800
Purchasing	15,508	35,310	27,550
Legal	97,044	60,568	85,200
Human Resources	192,600	175,300	184,040
Planning	385,994	346,103	93,200
Engineering	3,061,398	2,724,193	3,211,687
General Government Buildings	258,748	274,771	620,686
State Street Aid	2,605,723	3,501,748	5,501,500
Infrastructure	3,848,430	5,901,492	11,185,000
Transportation	1,038,476	1,120,456	2,539,103
Information Technology	1,234,483	1,447,662	1,385,532
Communications	576,643	193,601	198,707
Building and Codes	130,742	143,708	178,634
Judicial	144,311	138,978	139,200
Police	6,139,679	4,197,591	5,401,828
Fire	1,826,039	2,831,323	2,205,544
Urban Environmental	293,936	267,288	237,687
Civic Plaza	21,112	26,531	21,607
Parking Garage	92,681	83,279	84,220
Fleet Services	(594,142)	(687,166)	(650,735)
Park & Recreation	4,136,383	4,205,571	3,861,294
Golf	1,212,752	799,069	745,359
Solid Waste	1,960,101	2,070,528	2,154,180
Senior Citizens	215,221	282,977	257,114
Community Development	760,121	949,452	901,281
Public Health	2,310,740	2,370,022	2,463,291
Transfers Out	5,373,417	5,353,972	6,685,103
Debt Service - Transfer Out	32,871,220	34,082,247	38,827,525
Miscellaneous	5,374,322	4,492,878	7,635,277
Total Expenditures & Transfers Out	<u>142,957,994</u>	<u>\$148,132,009</u>	<u>\$170,056,907</u>
Beginning Fund Balance	\$67,585,192	\$63,849,619	\$58,804,069
Ending Fund Balance	\$63,849,619	\$58,804,069	\$53,575,015
<u>DEBT SERVICE FUND:</u>			
REVENUES			
Other Sources	\$1,430	-	-
Transfers In	64,754,559	\$35,436,729	\$39,937,956
Total Revenue & Transfers In	<u>\$64,755,989</u>	<u>\$35,436,729</u>	<u>\$39,937,956</u>
EXPENDITURES			
Other Costs	\$60,385,796	\$30,482,190	\$36,934,155
Transfers Out	5,485,775	4,983,272	5,073,801
Total Expenditures & Transfers Out	<u>\$65,871,571</u>	<u>\$35,465,462</u>	<u>\$42,007,956</u>
Beginning Fund Balance	\$3,241,272	\$2,125,690	\$2,096,957
Ending Fund Balance	\$2,125,690	\$2,096,957	\$26,957
<u>AIRPORT IMPROVEMENT FUND:</u>			
REVENUES			
State of Tennessee	\$22,236	\$38,800	\$432,700
Federal Government	121,310	7,200	615,800
Other Sources	1,484,148	1,651,370	2,733,568
Total Revenue	<u>\$1,627,694</u>	<u>\$1,697,370</u>	<u>\$3,782,068</u>
EXPENDITURES			
Personnel Costs	\$233,454	\$234,972	\$334,661
Other Costs	1,134,076	1,198,913	2,274,070
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$1,517,531</u>	<u>\$1,583,885</u>	<u>\$2,758,731</u>
Beginning Fund Balance	\$566,947	\$677,110	\$790,595

Ordinance 18-O-33
EXHIBIT A

Ending Fund Balance	\$677,110	\$790,595	\$1,813,932
<u>DRUG FUND:</u>			
REVENUES			
Other Sources	\$197,795	\$215,458	\$295,300
Transfers In	63,314	43,869	100,000
Total Revenue & Transfers In	<u>\$261,109</u>	<u>\$259,328</u>	<u>\$395,300</u>
EXPENDITURES			
Other Costs	<u>\$525,534</u>	<u>\$165,730</u>	<u>\$434,960</u>
Total Expenditures	<u>\$525,534</u>	<u>\$165,730</u>	<u>\$434,960</u>
Beginning Fund Balance	\$691,142	\$426,717	\$520,314
Ending Fund Balance	\$426,717	\$520,314	\$480,654
<u>INSURANCE FUND:</u>			
REVENUES			
Other Sources	\$16,144,610	\$16,684,400	\$18,943,500
Transfers In	0	0	673,200
Total Revenue	<u>\$16,144,610</u>	<u>\$16,684,400</u>	<u>\$18,943,500</u>
EXPENDITURES			
Other Costs	<u>\$15,249,742</u>	<u>\$16,997,700</u>	<u>\$18,943,500</u>
Total Expenditures	<u>\$15,249,742</u>	<u>\$16,997,700</u>	<u>\$18,943,500</u>
Beginning Fund Balance	\$5,449,870	\$6,344,738	\$6,031,438
Ending Fund Balance	\$6,344,738	\$6,031,438	\$6,031,438
<u>RISK MANAGEMENT FUND:</u>			
REVENUES			
Other Sources	<u>\$3,767,805</u>	<u>\$4,080,160</u>	<u>\$5,469,311</u>
Total Revenues	<u>\$3,767,805</u>	<u>\$4,080,160</u>	<u>\$5,469,311</u>
EXPENDITURES			
Personnel Costs	\$327,434	\$316,539	\$298,893
Other Costs	1,520,660	4,006,199	4,638,000
Total Expenditures	<u>\$1,848,094</u>	<u>\$4,322,737</u>	<u>\$4,936,893</u>
Beginning Fund Balance	\$1,001,915	\$2,921,626	\$2,679,048
Ending Fund Balance	\$2,921,626	\$2,679,048	\$3,211,466
<u>CAPITAL IMPROVEMENT PROJECTS FUND:</u>			
REVENUES			
Other Sources	\$2,287,775	\$1,159,500	\$168,600
Issuance of Debt	2,140,000	0	-
Total Revenue	<u>\$4,427,775</u>	<u>\$1,159,500</u>	<u>\$168,600</u>
EXPENDITURES			
Other Costs	<u>\$4,085,888</u>	<u>\$3,313,800</u>	<u>\$376,100</u>
Total Expenditures	<u>\$4,085,888</u>	<u>\$3,313,800</u>	<u>\$376,100</u>
Beginning Fund Balance	\$2,571,350	\$2,913,237	\$758,937
Ending Fund Balance	\$2,913,237	\$758,937	\$551,437
<u>TMBF/BOND FUND:</u>			
REVENUES			
Other Sources	\$709,570	\$4,971,624	\$200,000
Transfers In	-	-	-
Issuance of Debt	1,617,383	71,000,000	33,000,000
Total Revenue & Debt Issuance	<u>\$2,326,953</u>	<u>\$75,971,624</u>	<u>\$33,200,000</u>
EXPENDITURES			
Other Costs	\$71,846,829	\$57,295,995	\$72,295,000
Transfers Out	561,774	376,752	100,000
Total Expenditures & Transfers Out	<u>\$72,408,603</u>	<u>\$57,672,747</u>	<u>\$72,395,000</u>
Beginning Fund Balance	\$92,047,000	\$21,965,350	\$40,264,227
Ending Fund Balance	\$21,965,350	\$40,264,227	\$1,069,227

Ordinance 18-O-33

Exhibit B

2018-2019 FUNDED POSITION COUNT

	2016/2017		2017/2018		2018/2019	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
DESCRIPTIONS	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS						
General and Administrative						
Mayor & Council	7		7		7	
City Manager	4	2	4	2	7	0
Finance	16		16		16	
Purchasing	2		2		2	
General Government Buildings	3	2	9	2	9	2
Information Technology	14	1	16	1	17	1
Communications	6	2	6	2	5	1
Legal	7		7		7	
Human Resources	10	1	10	1	9	1
Planning	10	12	12	12	12	12
Transportation	22	7	23	6	24	6
Building & Codes	25		26		26	
Judicial	6		6		6	
Police	305	37	320	44	328	44
Fire	202	2	206	2	209	2
Fleet Services Fund	14		15		16	
Engineering	49	8	49	11	50	8
Urban Environmental	17		17		17	
Civic Plaza	1		1		1	
Recreation - Full Time	75		78		76	
Part Time		272		272		271
Golf - Full Time	15		16		16	
Part Time		44		44		44
Solid Waste	41	1	41	2	42	0
Senior Citizens	10	10	10	11	10	11
Community Development	2	1	2	1	2	1
Total General Fund	863	402	899	413	914	404
Risk Management Fund	3		3		3	
Airport Fund	2	7	2	8	3	8
	5	7	5	8	6	8
	868	409	904	421	920	412

ORDINANCE 18-O-34 providing for the levy and collection of a tax for the year 2018 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2018, and the estimates of revenues to be received by the City of Murfreesboro for the year 2018, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2018, the sum of 94.94 Cents (\$0.9494) on every hundred dollars' worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2019, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2019. Such interest shall be added to the amount of the said taxes, and shall be paid by the taxpayer.

(b) After January 1, 2020 but before March 31, 2020, the City Recorder shall certify all taxes remaining unpaid and delinquent on the date of certification to the City Attorney, and the costs fixed by the law of the State for collection of delinquent State or County taxes, exclusive of City Back Tax Attorney's commission, shall be applied and added to the amount of such taxes to be paid by the taxpayer on the date of certification.

SECTION 4. That this Ordinance take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make

available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading

2nd reading

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

SEAL



Regular Agenda

June 21, 2018

Honorable Mayor McFarland and Members of City Council:

Staff has three items for your consideration for the June 21, 2018 City Council meeting.

- A. Construction Contract for the Perlino Drive Bridge Contract**
 - B. Proposal for Construction Phase Monitoring for SW Elementary School**
 - C. Traffic Signal Agreement Memorial Boulevard Kings Ridge and Eleanor Way**
-

A. Construction Contract for the Perlino Drive Bridge Contract

Background

The City Council approved a design contract with Huddleston-Steele Engineering for the design of the Perlino Drive bridge on July 21, 2016. The project consists of the construction of a bridge to connect Perlino Drive on the east and Higdon Drive on the west. The proposed bridge over Puckett Creek will provide an east/west connection from Saint Andrews Drive to Rucker Lane. Bids for the construction of the project were received on June 12, 2018 with Bell and Associates being the apparent low bidder.

Fiscal Impact

The low bid submitted by Bell and Associates was for \$1,254,252.00. Payment for the construction of the project is split 50/50 between the City and Ole South Properties. Ole South Properties reimburses the City on a quarterly basis for cost incurred during the design and construction of the project. The City's portion will be from a current capital projects Loan.

Recommendation

Staff recommends approval of the construction contract in an amount of \$1,254,252.00 subject to review by the City Attorney.

Attachments

1. Bid Tabulation for the construction of the Perlino Drive Bridge

B. Proposal for Construction Phase Monitoring for SW Elementary School

Background

City Council approved a construction contract with Rawso for the grading package for the proposed Southwest Elementary School on June 14, 2018. Construction phase monitoring services including oversight of building pad preparation and installation and site subgrade preparation are required to oversee the grading activities at the School site. TTL provided geotechnical investigation services for the school site, and staff requested and received a proposal from TTL for construction phase monitoring services. In addition, SEC is providing engineering services to Waldron and Fortress Builders as well as the proposed Sazerac Distillery. City staff requested and received the attached agreement for engineering services.

Fiscal Impact

The attached proposal for construction phase services provided for a project budget of \$47,500.00 to be provided on a time and materials basis. Funding for this proposal will be from reserves with reimbursement from a future capital projects loan based on a reimbursement resolution passed by City Council at the June 14, 2018 meeting.

Recommendation

Staff recommends approval of the attached construction phase services proposal for \$47,500 and authorization of the Mayor to execute the proposal on behalf of the City subject to final review by the City Attorney.

Attachment

1. TTL Construction Phase Monitoring Proposal

C. Traffic Signal Agreement Memorial Boulevard Kings Ridge and Eleanor Way

Background

Wayne and Kathy Nobles and others have developed Brookhaven Place as a mixed use commercial and residential development on Memorial Boulevard and Eleanor Way. Mark Pirtle has proposed The Enclave Apartments, a multi-family residential development across Memorial Boulevard from Brookhaven Place with access to Kings Ridge Drive/Brentmeade Drive and Memorial Boulevard. The Enclave Apartments are within a development area that includes a commercial development node which have shared access to Eleanor Way and Kings Ridge Drive/Brentmeade Drive.

The developers obtained a Traffic Impact Study which indicates signalization of both Memorial and Eleanor Way and Memorial and Kings Ridge/Brentmeade Drive. City staff concurs with the findings of the Traffic Impact Study and recommended the interconnection and coordination of the signals because of the proximity of the two signalized intersections. The developers then requested the City consider installation of the traffic signals based on an Agreement with shared funding by the developers. The City Legal Department drafted an Agreement between the developers and the City that would result in the installation of signals pending approval by TDoT and funding by the Developers at a level of \$200,000. A copy of the proposed Agreement is attached.

Fiscal Impact

The attached Agreement requires that the Developers pay \$200,000 based on milestones in the project. Staff estimates the cost of the project is \$200,000 with no additional funding necessary. If costs exceed \$200,000 staff proposes to pay the differences from State Street Aid. Prior to proceeding to construction, an updated cost projection will be provided to Council including authorization of purchasing equipment and authorizing construction of the project.

Recommendation

Staff recommends approval of the attached Agreement and authorization of the City Manager to execute the Agreement on behalf of the City. This approval is also recommended contingent on updated costs, equipment purchases, and construction authorization at a future meeting of the Council

Attachment

1. Traffic Signal Installation Agreement

Thank you for your consideration,

Sam A. Huddleston, PE
Assistant City Engineer



HUDDLESTON-STEELE

ENGINEERING, INC.

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

June 13, 2018

Mr. Chris Griffith, City Engineer
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Perlino Drive Bridge and Approaches
Over Puckett Creek
Murfreesboro, Tennessee

Dear Chris:

Enclosed is a copy of the Bid Tabulation on the bids received June 12, 2018. The low bidder is Bell & Associates, Brentwood, TN. We recommend the award of this project to Bell & Associates for their low bid total of \$1,254,252.00.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

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

Enclosures

BID TABULATION

Perlino Drive Bridge and Approaches

Murfreesboro, Tennessee

June 12, 2018

2:00 PM

CONTRACTOR	ROADWAY TOTAL	BRIDGE TOTAL	ELECTRIC TOTAL	GRAND TOTAL
Bell & Associates Brentwood, TN 37027	\$293,178.00	\$956,108.00	\$4,966.00	\$1,254,252.00
Brown Builders, Inc. Springfield, TN 37172	\$762,256.00	\$974,296.00	\$4,940.00	\$1,741,492.00
Dement Construction Co. Jackson, TN 38301	\$756,546.50	\$1,879,785.00	\$4,040.00	\$2,640,371.50
Jarrett Builders, Inc. Nashville, TN 37210	\$482,011.75	\$1,066,298.00	\$4,638.00	\$1,552,947.75
Concrete Structures Charlotte, TN 37172	\$621,989.00	\$884,587.00	\$5,490.00	\$1,512,066.00
Rogers Group, Inc. Nashville, TN 37212	\$388,471.00	\$890,705.00	\$4,331.00	\$1,283,507.00

PERLINO DRIVE BRIDGE AND APPROACHES

ESTIMATED ROADWAY QUANTITIES

Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount
105-01	Construction Stakes, Lines and Grades	LS	1	14,000	14,000
201-01	Clearing & Grubbing	LS	1	20,000	20,000
203-01	Road & Drainage Excavation (Unclassified)	CY	1,125	7	7,875
203-02.05	Borrow Excavation (Shot Rock)	CY	1,900	14	26,600
203-03	Borrow Excavation (Unclassified)	CY	1,400	4	5,600
203-05	Undercutting	CY	300	18	5,400
203-06	Water	MG	35	30	1,050
203-07	Furnishing and Spreading Topsoil	CY	250	20	5,000
209-01.12	Construction Exits	LS	1	15,000	15,000
209-05	Sediment Removal	CY	26	12	312
209-05.09	Machined Rip Rap (Class B)	TON	600	40	24,000
209-08.02	Temporary Silt Fence (With Backing)	LF	1,100	5	5,500
209-08.03	Temporary Silt Fence (Without Backing)	LF	300	2	600
209-09.43	Curb Inlet Protection (Type 4)	EA	4	175	700
209-13.04	Turbidity Curtain	LF	350	18	6,300
303-01	Mineral Aggregate, Type A Base, Grading D	TON	254	48	12,192
307-01.07	Asphalt Concrete Mix (PG64-22) Grading BM	TON	90	200	18,000
402-01	Bituminous Material for Prime Coat (PC)	TON	1.0	900	900
402-02	Aggregate For Cover Material (PC)	TON	4	45	180
403-01	Bituminous Material for Tack Coat (TC)	TON	0.2	900	180
411-01.10	ACS Mix (PG 64-22) Grading D	TON	51	200	10,200
701-01.01	Concrete Sidewalk (4")	SF	2,132	4.50	9,594
701-02.01	Concrete Curb Ramp (Retrofit)	SF	760	11	8,360
702-03	Concrete Combined Curb and Gutter	CY	27	250	6,750
705-01.01	Guardrail at Bridge Ends	LF	108	90	9,720
705-02.02	Single Guardrail Type 2	LF	50	25	1,250
712-01	Traffic Control	LS	1	5,000	5,000
713-16.20	Signs (R-1) (30"x30")	EA	1	300	300
716-13.06	Spray Thermo Pvmr Mrking (40mil) (4" Line)	LM	0.3	30,000	9,000
717-01	Mobilization	LS	1	62,000	62,000
801-01	Seeding (With Mulch)	Unit	23	35	805
801-03	Water (Seeding and Sodding)	MG	2	200	400
801-06	Straw Mulch (Erosion Control)	Unit	8	20	160
RDWY-1	Land Disturbance Permit Fee	LS	1	\$250.00	\$250.00
TOTAL ROADWAY BID PRICE					293,178

ESTIMATED BRIDGE QUANTITIES

BF -4

ESTIMATED ELECTRIC QUANTITIES

BF - 5

<u>Description</u>	<u>Amount</u>
GRAND TOTAL BID PRICE (ROADWAY, BRIDGE, AND ELECTRIC TOTALS)	1,254,252.00

Note 1: Bids shall include sales tax and all other applicable taxes and fees.

Note 2: Low Bidder shall be determined by the combination of the base bid, supplemental bids and any alternates selected by the Owner. The Owner reserves the right to use in whatever combination best serves his interest.

Note 3: Unit Prices have been computed in accordance with paragraph 13.03.C of the General Conditions.

Note 4: Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commences to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work with the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

Required Bid security in the form of Bid Bond or certified or cashiers check;
Executed Affidavit & Certificates of Compliance for Contractor with Drug Free Workplace.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

June 15, 2018

Mr. Sam Huddleston
City of Murfreesboro
P.O. Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133



**RE: Proposal for Construction Materials Engineering and Testing
Southwest Elementary School– Mass Grading**
Saint Andrews Drive / Veterans Parkway
Murfreesboro, Tennessee
TTL Proposal No. P00180801762.00 (REV 1)

Dear Mr. Huddleston:

Thank you for the opportunity to provide materials engineering and testing services during mass grading activities for the City of Murfreesboro's new Southwest Elementary School. This proposal contains our understanding of the project, the proposed scope of services, and fee and scheduling information.

PROJECT INFORMATION

Plans are being made to construct a new elementary school near the intersection of Saint Andrews Drive and Veterans Parkway in Murfreesboro, Tennessee. We are familiar with the project in that we have previously performed a geotechnical exploration for the property (TTL Project No. 000180801181.00, report dated May 23, 2018).

We were recently provided construction documents for mass grading at the property from Mr. Lyle Lynch (Johnson & Baily Architects, PC). The information provided included the grading bid package drawings with an issue date of June 06, 2018 as well as the grading bid package project specifications. We understand that mass grading will initiate in late June 2018 with a completion date in August 2018.

PROPOSED SCOPE OF SERVICES

Based on the information provided in the Grading Bid Package Drawings and our experience on similar projects, we propose to provide the following services during construction:

- Observe site conditions during stripping to check for the presence of karst features.
- Provide recommendations and monitor remedial repair for identified karst features.
- Observe and test fill placement and compaction activities and measure compaction efforts with a proofroll and/or a nuclear density gauge, if applicable.
- Perform laboratory standard Proctor compaction testing for soil materials used as fill.

- Observe re-mediation activities and provide recommendations related to existing sink holes defined on the project site.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

We will need to be provided copies of the full construction documents (plans, specifications, and submittals related to Special Inspections), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses.

Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

A TTL representative will be on-site on a full-time (continuous) and part-time (periodic) basis depending on the activity. Our on-site representative(s) or Project Manager will be available to communicate with the City of Murfreesboro's Project Manager or designated representative to discuss construction schedules. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.

COMPENSATION

Based on our understanding of the site specific needs and the scope of work outlined this proposal, we estimate the budget for our services as outlined above to be \$47,256.00. Our estimate is based on the work schedule provided by you. We will provide our services on a time and materials basis. Our fees will depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status. If it appears that we will exceed the budget estimate, we will notify you and discuss whether you wish to expand the budget or reduce the remaining scope of services, if possible, to maintain the budget.

Full-Time Technician:

Engineering technician for observation and testing:

60 days for 8 hours/day @ \$50.00/hour..... \$24,000.00

Full-Time Technician (Overtime):

Engineering technician for observation and testing:

60 days for 2 hours/day @ \$65.00/hour..... \$7,800.0

Project Management

Project manager for consultation/project management

60 days for 1 hours/day @ \$125.00.00/hour..... \$7,500.00

Engineering Consultation

Principal Engineer for consultation

12 days for 2 hours/day @ \$230.00/hour..... \$5,520.00

Mileage Charges (Supplemental Technician):

Mileage (portal to portal)

60 days at 58 miles/trip @ \$0.70/mile..... \$2,436.00

Total Project Cost..... \$47,256.00

AUTHORIZATION

To formally authorize us, we request that you sign where indicated below and return a copy of this proposal to us. Our services will be performed in accordance with the attached Terms and Conditions, which were previously approved by the City Attorney for the City of Murfreesboro.

CLOSING

We appreciate this opportunity to be of service to you on this project. If you have any questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,
TTL, Inc.



Daven G. Rogers
Construction Services Project Manager



Martin L. Medley, II, P.E.
Construction Services Regional Manager

Attachments: Copy of Executed Client Project Services Agreement
Schedule of Fees

Authorized By:

Client (Signature and Date)

Approved to as form
City Attorney



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770

www.TTLUSA.com

Schedule of Fees (Labor)

Project Technician III	\$50.00 / hr
Project Technician V	\$60.00 / hr
Senior Project Technician III	\$80.00 / hr
NDT Steel / AWS Certified Welding & ASNT Level I Inspector	\$95.00 / hr
Project Manager II	\$125.00 / hr
Senior Project Professional I	\$150.00 / hr
Principal	\$230.00 / hr
Project Administrator II	\$55.00 / hr

Overtime rates will be billed at 1.3 for time in excess of 8 hours per day, hours between 6PM and 6AM, and all hours on Saturdays, Sundays, and Holidays.

Travel (Portal to Portal)	\$0.70 / mile
Direct Expenses	Cost + 15%



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Laboratory)

Soils:

01. Field Density Testing by Nuclear Methods (Daily Equipment Charge)	\$40.00 / daily
02. Natural Moisture Content (ASTM D2216).....	\$6.00 / test
03. Atterberg Limits (ASTM D4318)	\$85.00 / test
04. Shrinkage Limit & Shrinkage Ratio (ASTM D427).....	\$165.00 / test
05. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140).....	\$65.00 / test
06. Grain Size, Sieve Analysis, with hydrometer (ASTM D422).....	\$185.00 / test
07. Grain Size, Sieve Analysis, without hydrometer (ASTM D422).....	\$85.00 / test
08. Rymac Soil Strength Test (SPT Sample).....	\$25.00 / test
09. Resistivity of Soils (ASTM G57).....	\$100.00 / test
10. pH of Soils (ASTM D4972).....	\$35.00 / test
11. Specific Gravity of Soils (ASTM D854)	\$55.00 / test
12. Organic Content (ASTM D2974)	\$45.00 / test
13. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)	
a. Standard Proctor (ASTM D698)	\$125.00 / test
b. Modified Proctor (ASTM D1557).....	\$130.00 / test
c. One Point	\$55.00 / test
14. Laboratory CBR (ASTM D1883)	
a. In-situ	\$215.00 / test
b. Remolded (Not Including Proctor).....	\$300.00 / test
15. Unconfined Compression Test:	
a. Soil Specimen (2-½-inch or 3-inch) (ASTM D2166).....	\$130.00 / test
b. Rock Core Specimen (BX or NX), Cupped (Non-ASTM)	\$75.00 / test
16. Unit Dry and Wet Weight (ASTM D2216)	\$50.00 / test
17. One-Dimensional Consolidation Test (1/4 to 16-ton loading) (ASTM D2435)	
(Add \$40.00 for each unload-reload cycle)	
a. Undisturbed Sample	\$395.00 / test
b. Remolded Sample (Proctor Not Included).....	\$375.00 / test
18. One-Dimensional Swell/Settlement Potential of Cohesive Soils (ASTM D4546).....	\$375.00 / test
19. Triaxial Compression Test:	
a. Unconsolidated Undrained (ASTM D2850).....	\$300.00 / 3 pts
b. Consolidated Undrained with Pore Pressure Measurements (ASTM D4767) ..	\$635.00 / 3 pts
20. Consolidated-Drained, Undisturbed Sample.....	\$650.00 / test
21. Direct Shear Testing of Soils under Consolidated-Drained Conditions	
2 ½" Specimen (ASTM D3080)	\$305.00 / test
22. Hydraulic Conductivity (Permeability), Flexible Wall/Backpressure (ASTM D5084)	\$350.00 / test



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770

www.TTLUSA.com

- 23. Moisture-Density of Soil-Cement Mixture (ASTM D558)\$150.00 / test
- 24. Moisture-Density of Soil-Cement Mixture (Modified)\$170.00 / test
- 25. Remolded Soil Specimen for Any Soil Test Above \$50.00 / each

Concrete:

- 01. Curing and Breaking Cylinders\$13.00 / each
- 02. Curing and Breaking Cylinders (Made by Others)\$21.00 / each
- 03. Thin-Wall Concrete Coring, 2-Person Crew and Equipment\$120.00 / hour
- 04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42)\$45.00 / each
- 05. Floor Flatness / Floor Levelness Testing (ASTM E1155)\$0.05 / sq. ft.
- 06. Petrographic Examination (ASTM C856 & ASTM C457)\$1,500.00 / core
- 07. Test Cylinder Sample Preparation Saw Cutting\$25.00 / each
- 08. Hardened Concrete Shrinkage Testing, (ASTM C157) (Set of 3)\$180.00 / each
- 09. Compressive Strength of Grout Prism (Made by Others)\$17.00 / each
- 10. Flexural Strength of Concrete Beams (ASTM C78)\$37.50 / each
- 11. Mechanical Tension Splice Testing Rebar\$300.00 / each
- 12. Windsor Probe Testing (ASTM C803)\$90.00 / test
- 13. Alkali-Silica Reactivity – Mortar Bar Method (ASTM C1260)\$500.00 / test
- 14. Relative Humidity in Concrete Floor Slab (Calcium Chloride Method)\$25.00 / each
- 15. Relative Humidity in Concrete Floor Slab (In-Situ Method)\$50.00 / each

Aggregates:

- 01. Base Stone Moisture Content and Density Tests by Nuclear Methods No Charge
- 02. Specific Gravity and Absorption, coarse aggregate (ASTM C127)\$70.00 / test
- 03. Specific Gravity and Absorption, fine aggregate (ASTM C128)\$90.00 / test
- 04. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136)\$70.00 / test
- 05. Soundness of Aggregates, Sodium or Magnesium Sulfate
 - a. Five Cycles (ASTM C88)\$350.00 / test
 - b. Bulk Sample Preparation\$50.00 / each
- 06. LA Abrasion (ASTM C535)\$350.00 / each
- 07. Clay Lumps & Friable Particles (ASTM C142)\$75.00 / test
- 08. Organic Impurities in Sands & Concrete (ASTM C40)\$50.00 / test
- 09. Chemical Analysis\$350.00 / test
- 10. Bulk Sample Preparation\$25.00 / each



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Asphalt:

- 01. Marshall Mix Design (KM 64-411-90).....\$550.00 / each
- 02. Gradation & Asphalt Content (Extraction) (KM 64-405-92 & KM 64-433-89).....\$300.00 / each
- 03. Unit Weight & Thickness (AASHTO T166)\$25.00 / each
- 04. Maximum Theoretical Density.....\$50.00 / each

Masonry & Mortar:

- 01. Absorption and As-Received Moisture, Masonry Block Units\$45.00 / each
- 02. Absorption Test, Brick, 5-hour with Coefficient.....\$40.00 / each
- 03. Compression Test, Brick.....\$25.00 / each
- 04. Compression Test, Grout Cylinder\$13.00 / each
- 05. Compression Test, Grout Cylinder (Made by Others)\$21.00 / each
- 06. Compression Test, Masonry Block Units\$45.00 / each
- 07. Compressive Strength Test of Mortar Cubes (ASTM C109).....\$13.00 / each
- 08. Equivalent Thickness Masonry Block Unit.....\$10.00 / each
- 09. Modulus of Rupture, Brick\$30.00 / each

Fireproofing:

- 01. Senior Project Technician III\$80.00 / hr

Specialty Testing:

Based on our experience and network of contacts we can provide or develop most specialty tests on an individual basis as requested.

CLIENT PROJECT SERVICES AGREEMENT

Project: Southwest Elementary School – Mass Grading

TTL Proposal Number: P00180801762.00

Page 1 of 2

This AGREEMENT is between City of Murfreesboro ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated June 14, 2018 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Upon approval of Client, portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/Termination. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. All change orders must be in writing and signed by an authorized city official.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of .5% per month, but not exceeding the maximum rate allowed by law, for all unpaid and undisputed amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

6. Intentionally left blank.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for third party claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. The indemnification of Consultant by Client is subject to the provisions of the Tennessee Governmental Tort Liability Act. Client reserves all rights, privileges, and immunities under the Tennessee Governmental Tort Liability Act and other applicable laws, and nothing herein shall be construed as a waiver of Client's sovereign immunity in whole or in part.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Choice of Law, Venue. This Agreement shall be governed by and construed according to Tennessee law and venue for any resolution of any dispute shall be in Rutherford County, Tennessee.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

CLIENT PROJECT SERVICES AGREEMENT

Project: Southwest Elementary School – Mass Grading

TTL Proposal Number: P00180801762.00

Page 2 of 2

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. When Consultant neither creates nor contributes to the creation or existence of any Affected Materials conditions at the site, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall be Client's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the property of Consultant and a permanent license for use with respect to Consultant work product is hereby provided. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant by Client.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, subconsultants, and subcontractors, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site not invited by Consultant.

18. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act responsibly based on Consultant's sole judgment where risk to Consultant's personnel, the public, or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (A.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (B.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (C.) Terminate the services effective on the date specified by Consultant in writing; (D.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect to the extent that the intent of the parties in forming this Agreement are fulfilled such that the parties receive the full benefit of the bargain.

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

City and state: _____ Zip: _____ Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: 5010 Linbar Drive, Ste. 153, Nashville, TN 37211

TTL approval by:  Date: 6/14/19

Print name: Mark Herrmann Title: Principal Engineer

AGREEMENT REGARDING TRAFFIC SIGNALS

This Agreement Regarding Traffic Signals (“Agreement”) is between and among the City of Murfreesboro (“City”), Pirtle Family Limited Partnership (“Pirtle”) and G. Wayne Nobles, Kathryn M. Nobles, Larry Quesenberry, Susan Quesenberry, Richard Peppers and Julie Peppers (“Nobles”).

WHEREAS, the following facts exist:

A. Pirtle Family Limited Partnership (“Pirtle”) has a contract interest in a development plan for The Enclave Apartments at Memorial Boulevard and Elenore Way that has been submitted for approval by the City Planning Commission.

B. Nobles has a development plan known as Brookhaven Place (“Brookhaven”) for a commercial and residential development at Memorial Boulevard and Eleanor Way that has been approved by the City Planning Commission.

C. Pirtle and Brookhaven have obtained a joint Traffic Impact Study which indicates that traffic signals are warranted at the Kings Ridge Drive / Brentmeade Drive intersection with US 231 / Memorial Boulevard and at the Eleanor Way intersection with US 231 / Memorial Boulevard. The City concurs with the findings of the Traffic Impact Study regarding the existence of warrants for signalization of both intersections.

D. The City desires that both signals be installed concurrently and be interconnected for coordinated operation and corridor progression on US 231 / Memorial Boulevard.

E. Pirtle, Nobles and the City desire to cooperate and jointly seek approval for and installation of interconnected signals at the above intersections.

F. US 231 / Memorial Boulevard is a federal / state route under the jurisdiction of the Tennessee Department of Transportation (“TDOT”).

NOW THEREFORE, for good and valuable mutual considerations, including but not limited to the benefit to accrue to the properties of Pirtle and Nobles from the consummation of this Agreement, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. Promptly after the Effective Date of this Agreement, the City will prepare the appropriate documentation to seek approval from TDOT for signalization of these intersections. The City will:

- a. Contract with SEC for signalization design;
 - b. Coordinate design with Pirtle and Brookhaven prior to submitting an application for construction permit to TDOT;
 - c. Oversee the design, permitting, bidding and construction / installation of the signals;
 - d. Initiate construction as soon as reasonably practicable upon approval by TDOT; and
 - e. Upon installation, operate and maintain the signals including electric power.
2. Pirtle and Nobles will donate appropriate easements on, over and under property under their respective control to the City and / or the State of Tennessee to accommodate the construction / installation / operation of the traffic signals.
3. Pirtle and Nobles will coordinate sidewalk installation along Memorial Boulevard with a proposed TDOT sidewalk project on Memorial Boulevard.
4. Pirtle and Nobles will:
- a. Pay \$20,000 to the City within 20 days after the Effective Date;
 - b. Pay \$80,000 to the City within 20 days after the approval of the construction permits by TDOT;
 - c. Pay \$100,000 to the City within 20 days after the activation of the signals; and
 - d. Provide surety in the amount of \$180,000 by a letter of credit in form acceptable to the City Attorney within 20 days after the Effective Date of this Agreement.
5. The Effective Date of this Agreement will be the date of execution by the last party to sign., provided, however, that in no event will this Agreement be effective until it has been approved by the Murfreesboro City Council
6. This Agreement is contingent on the approval of the signalization of the intersections by TDOT.

Signatures on following page

PIRTLE FAMILY LIMITED PARTNERSHIP

By _____
Mark Pirtle

By _____
Dean Montgomery

By _____
Ryan Little

BROOKHAVEN PLACE

By _____
G. Wayne Nobles

By _____
Kathryn M Nobles

By _____
Larry Quesenberry

By _____
Susan Quesenberry

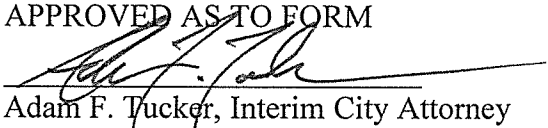
By _____
Richard Peppers

By _____
Julie Peppers


~~CITY OF MURFREESBORO~~

Craig Tindall, City Manager

APPROVED AS TO FORM


Adam F. Tucker, Interim City Attorney

Approved by Murfreesboro City Council: _____

COUNCIL COMMUNICATION

Meeting Date: June 21, 2018

Item Title: Fire Rescue Chief: Add to Employee Handbook Section 5003.5, Public Safety Compensation.

Item No.: 12

Department: Police and Fire

Presented by: Mark Foulks

Requested Council Action:

ORDINANCE	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>
MOTION	<input checked="" type="checkbox"/>
DIRECTION	<input type="checkbox"/>
INFORMATION	<input type="checkbox"/>

Summary

Policy supporting the implementation of the Public Safety Pay Plan.

Staff Recommendation

Approval of proposed Employee Handbook Section 5003.5.

Background Information

City Council recently approved with the first reading of budget the Public Safety Pay Plan. This plan includes fourteen (14) steps per rank or position within Emergency Communications, Fire Rescue, and Police. The plan is based 2.5% of separation between each step and logical progression through the steps based on step increases and promotions.

All employees within the public safety departments have been placed into a pay step based on current salary plus adjustments that have been made to decrease the impacts of previous compensation policies related to compression, proper pay correlation, etc.

This request is to approve the Public Safety Compensation policy that has been developed in conjunction with the Public Safety Pay Plan. This policy provides objectives, direction, and policy related to the handling of pay increases, promotions, demotions, supplemental pay, etc.

Staff recommends the approval of Policy 5003.5 Public Safety Compensation.

Fiscal Impacts

The proposed policy will implement the FY2018-19 budget without immediate fiscal impact or additional funding.

Attachment: 1. Employee Handbook 5003.5, Public Safety Compensation

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 5003.5

Date: 6-21-18

Subject: Public Safety Compensation

Approved: Craig Tindall, City Manager _____

(a) Public Safety Compensation Purpose and Policy

- (1) City Council may formally adopt compensation and classification or salary plans, and policies related thereto, or utilize them in budget preparation or implementation. Notwithstanding Council's adoption or use of a plan, employees have no vested right or entitlement to a compensation plan, a specific salary amount, a salary adjustment, or a step increase. Should the City make a salary adjustment, it is prospective only and applicable only to future wages unless the adjustment is explicitly made retroactively.
- (2) The City intends to comply with applicable federal laws including, but not limited to, the Fair Labor Standards Act and the Equal Pay Act.
- (3) The City shall be consistent in classifying employees and placing them in the City's compensation plan; however, there is no right or guarantee that employees with the same date of hire, the same date of promotion, or with the same job classification will have the same classification or compensation.
- (4) City Council, by adoption of this Section, does not intend to limit the authority that City Council and the City Manager has under the City Charter to establish employee salaries each budget year.
- (5) Salary adjustments may be made on an annual basis simultaneous with and as part of the adoption of the City's budget or may be made during the course of the fiscal year, which may be done with or without a budget amendment as may be required.
- (6) This policy shall apply to all sworn and/or certified members of the Police Department, Fire Rescue Department, and Emergency Communications division.

(b) Public Safety Compensation Philosophy and Objectives

The Public Safety Pay and Compensation plan is designed to provide a logical sequence for employees to move through ranks or in positions within each department and will directly correlate with each department's Succession Management Plan.

(c) Salary Upon Hiring

Contingent upon City Council's appropriation of funds, public safety employees hired or placed into the positions of Police Officer, Firefighter, or Communication Specialist I will receive a minimum of an annual step increase for each of the first five years after hire or placement.

(1) Police

- A. Police Trainee: An employee hired as a Police Trainee will be initially placed in Step 1 of the Police pay plan and move to Step 2 after successful completion of training and certification requirements and following the initial year of probation.
- B. Police Officer: An employee hired as a Police Officer will be initially placed in Step 2 of the Police pay plan, and if hired or placed into Step 2 for Police Officer after January 1 will not be eligible for a step increase at the beginning of the following fiscal year.

(2) Fire Rescue

- A. Fire Trainee: An employee hired as a Fire Trainee will be initially placed in Step 1 of the Fire pay plan upon hire and move to Step 2 after successful completion of training and certification requirements and following the initial year of probation.
- B. Firefighter: An employee hired as a firefighter will be initially placed in Step 2 of the Fire pay plan and if hired after January 1 of any year will not be eligible for a step increase at the beginning of the following fiscal year.

(3) Emergency Communications

- A. An employee hired as a Communications Specialist I will be initially placed in Step 1 of the Emergency Communications pay plan.
- B. An employee hired or placed into Step 1 Communications Specialist I after January 1 of any year will not be eligible for a step increase at the beginning of the following fiscal year.

(4) All efforts will be made within all Public Safety departments to promote qualified personnel from within the organization. On rare occasions, hiring of experienced employees into Supervisory or Command Staff level positions may be necessary. Hiring of an employee above the rank of Communications Specialist I, Fire Trainee, Firefighter, Police Trainee, or Police Officer must be approved by the City Manager.

- A. Experience credit for such hires will be administered as follows:
 - i. One year of experience credit for each two years of experience in a position of the same rank or level that

employee is hiring into and/or,

- ii. One year of experience credit for each four years of experience in a position one rank or level below the position that the employee is hiring into.
- iii. Each experience credit will result in a one step increase from the minimum step of the position to a maximum of eight steps above the minimum step.

B. The department head, with consultation of the Human Resources Director will recommend to the City Manager the experience eligible for such credit.

(d) Salary Upon Promotion

Employees in all Public Safety departments will be promoted according to departmental succession management and promotional policies. Newly promoted employees shall receive two (2) step increases from their current pay step or to the minimum step of the promotional position, whichever is greater.

(e) Salary Upon Demotion

Employees receiving a demotion (disciplinary or voluntary) shall receive a decrease of two steps or a decrease to the top step of the new position if the employee's salary is above the top step of the position.

(f) "Topped Out" Employees

If an employee's base salary is equal to or greater than the maximum step for the position held, no increase will be made to the employee's rate of pay until the top step of the position is adjusted. An employee at the top step of a position will, however, continue to receive any applicable salary.

(g) Salary Supplements

- (1) City Council, as part of the budget process, may establish appropriate funds for salary supplements that will be paid to employees holding specific assignments that require a designated skill, function, or certification that is not held or performed by all other employees within the same salary schedule.
- (2) Salary supplements are paid as a part of the employee's compensation for all wage-related purposes (e.g. overtime, Social Security withholding, pension, retirement, disability or workers' compensation benefits). Because payment of a salary supplement is in addition to the salary for the primary job task, when an employee is assigned to perform a task or achieves a skill eligible for a salary supplement, the salary supplement shall not be deemed to be a promotion for personnel administration purposes (e.g. drug and alcohol testing, probationary year or quarterly evaluations).

- (3) Salary supplements are based on the skill or function performed and are not applicable and will not be paid when an individual is no longer assigned to perform the skill or function.
- A. An employee receiving a salary supplement as a training officer will continue to receive the supplement while the employee holds a training officer assignment regardless of whether a trainee is assigned to the employee.
 - B. Payment of a salary supplement is not a promotion, and cessation of payment of a salary supplement is not a demotion, regardless of the methods used to select employees who will receive a training assignment salary supplement, regardless of the process that may be used to select persons for a training officer assignment and its similarity to a promotional process.
 - C. The termination of a training officer assignment may not to be deemed a demotion or adverse employment decision and does not require disciplinary proceedings.

June 1, 2018

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

RE: FISCAL YEAR 2018 BUDGET AMENDMENTS

Listed below is the background information on the proposed 2017-2018 budget amendments for the City Schools:

General Purpose 2017-2018 Expenditure Adjustments:

We anticipate increases in the following expenditure lines: \$422,950 Regular Instruction, \$156,150 Special Education Instruction, \$55,750 Student Support Services-Health, \$28,343 Student Support-Other, \$88,294 Student Support-Regular Instruction, \$89,688 Student Support-Special Education Instruction, \$1,000 Technology, \$29,860 Board of Education \$3,500 Office of Director, \$94,069 Office of Principal, \$4,380 Fiscal Services, \$6,108 Personnel Services, \$84,000 Operation of Plant, \$55,700 Maintenance of Plant, \$126,917 Pupil Transportation, \$2,220 Community Service and \$226,000 Regular Capital Outlay.

General Purpose 2017-2018 Fiscal Impact:

The net effect of these amendments is a \$1,474,929 increase of the use of fund balance for the General Purpose School fund.

Extended School Program 2017-2018 Expenditure Adjustments:

We anticipate increases of \$873,361 in Community Services.

Extended School Program 2017-2018 Fiscal Impact:

The net effect of these amendments is an \$873,361 increase of the use of fund balance for the Extended School Program fund.

Nutrition 2017-2018 Revenue Adjustments:

We anticipate increases of \$800,724 in Federal and State revenues and a decrease of \$12,309 in charges for services revenue.

Nutrition 2017-2018 Expenditure Adjustments:

We anticipate increases of \$17,500 in Food Services.

Nutrition 2017-2018 Fiscal Impact:

The net effect of these amendments is a \$770,915 decrease in the use of fund balance for the Nutrition fund.

Recommendation:

I recommend approval of Resolution #18-R-17 to approve the amendments for the General Purpose School Fund, Extended School Fund and Nutrition fund for fiscal year 2018.

Concurrences

These amendments were approved by the Murfreesboro City School Board on May 2, 2018.

Thank you,

A handwritten signature in black ink that reads "Gary Anderson". The signature is written in a cursive style with a large, stylized "G" and "A".

Gary Anderson

Assistant Superintendent for Administrative and Support Services
Murfreesboro City Schools

2017-2018

ACCOUNT	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>GENERAL PURPOSE SCHOOL FUND</u>			
EXPENDITURES			
REGULAR INSTRUCTION (71100)	41,054,328	41,477,278	422,950
SPECIAL EDUCATION INSTRUCTION (71200)	7,488,273	7,644,423	156,150
STUDENT SUPPORT-HEALTH (72120)	674,696	730,446	55,750
STUDENT SUPPORT SERVICES-OTHER (72130)	1,969,722	1,998,065	28,343
STUDENT SUPPORT-REGULAR INST. (72210)	2,163,359	2,251,653	88,294
STUDENT SUPPORT-SPECIAL ED. INST. (72220)	1,536,185	1,625,873	89,688
SUPPORT SERVICES-TECHNOLOGY (72250)	1,434,989	1,435,989	1,000
ADM. SUPPORT-BOARD OF EDUCATION (72310)	1,079,197	1,109,057	29,860
ADM. SUPPORT-OFFICE OF DIRECTOR (72320)	321,423	324,923	3,500
ADM. SUPPORT-OFFICE OF PRINCIPAL (72410)	4,076,081	4,170,150	94,069
ADM. SUPPORT-FISCAL SERVICES (72510)	534,600	538,980	4,380
SUPPORT SERVICES-PERSONNEL (72520)	366,387	372,495	6,108
SUPPORT SERVICES-OPERATION OF PLANT (72610)	5,743,275	5,827,275	84,000
SUPPORT SERVICES-MAINTENANCE OF PLANT (72620)	2,198,931	2,254,631	55,700
SUPPORT SERVICES-PUPIL TRANSPORTATION (72710)	2,738,777	2,865,694	126,917
SUPPORT SERVICES-COMMUNITY SERVICE (73300)	504,510	506,730	2,220
REGULAR CAPITAL OUTLAY (76100)	521,824	747,824	226,000
INCREASE IN EXPENDITURES			<u>1,474,929</u>
CHANGE IN USE OF FUND BALANCE (CASH)	\$ 2,195,009	\$ 3,669,938	<u>\$ 1,474,929</u>

EXTENDED SCHOOL PROGRAM

EXPENDITURES			
COMMUNITY SERVICES	\$ 3,663,269.00	\$ 4,536,630.00	<u>\$ 873,361.00</u>
INCREASE IN EXPENDITURES			<u>873,361.00</u>
CHANGE IN USE OF FUND BALANCE (CASH)	\$ 129,727.00	\$ 1,003,088.00	<u>\$ 873,361.00</u>

Murfreesboro City Schools - Nutrition Department

Account	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
CAFETERIA FUNDS			
REVENUES			
FEDERAL PROGRAMS - USDA PAYMENTS	4,805,595	4,925,552	\$ 119,957
STATE PROGRAMS - SFSP & CACFP PAYMENTS	595,000	1,275,767	680,767
CHARGES FOR SERVICES - A la CARTE, ADULT PAYMENTS & MISC.	255,000	242,691	(12,309)
INCREASE IN REVENUES			<u>\$ 788,415</u>
EXPENDITURES			
Other Office Supplies & Materials	4,500	6,300	\$ 1,800
In-Service/Staff Development	8,000	14,300	\$ 6,300
Other Charges	25,000	34,400	\$ 9,400
INCREASE IN EXPENDITURES			<u>\$ 17,500</u>
CHANGE IN USE OF FUND BALANCE (CASH)	\$ 148,760	\$ 919,675	<u>\$ 770,915</u>

RESOLUTION 18-R-17 amending 2017-2018 budgets for the Murfreesboro City Schools (1st amendment).

WHEREAS, the City Council adopted budgets for the 2017-2018 Murfreesboro City Schools for the general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 17-O-28, on June 15, 2017 and Schools Budget Resolution 17-R-15 on June 15, 2017 and Resolution 17-R-20 on July 13, 2017 to implement the 2017-2018 Schools Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2017-2018 Schools Budget by this Resolution to incorporate expenditure decisions made during the 2017-2018 fiscal year.

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

SECTION 1. The 2017-2018 School Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

RESOLUTION 18-R-12 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2018-2019, which budget includes the general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund.

WHEREAS, the Murfreesboro City School Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds including the Murfreesboro City Schools; and,

WHEREAS, a synopsis of the final proposed budget is attached as Exhibit A.

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

SECTION 1. The budget of the Murfreesboro City Schools for the Fiscal Year 2018-2019, including the general purpose fund, the federal and state program funds, the extended school program fund, and the cafeteria fund, as adopted by the Murfreesboro City School Board on June 12, 2018, and as modified to state the School Debt Service Fund amount estimated by staff, is hereby approved. A synopsis of that budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2018; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

EXHIBIT A

	Actual 2016-2017	Estimated 2017-2018	Proposed 2018-2019
<u>CITY SCHOOLS:</u>			
REVENUES			
Local Taxes	\$ 25,058,927	\$ 25,790,000	\$ 26,688,500
State of Tennessee	39,181,251	42,457,500	44,756,613
Federal Government	38,064	\$24,325	\$24,325
Other Sources	5,164,122	\$5,831,253	\$7,392,750
Total Revenue	<u>\$ 69,442,364</u>	<u>\$ 74,103,078</u>	<u>\$ 78,862,188</u>
EXPENDITURES			
Salaries	\$ 46,554,897	\$ 49,790,999	\$ 51,888,780
Other Costs	21,391,751	25,941,624	27,738,301
Total Expenditures	<u>\$ 67,946,648</u>	<u>\$ 75,732,623</u>	<u>\$ 79,627,081</u>
Beginning Fund Balance	\$ 3,298,138	\$ 4,793,854	\$ 3,164,309
Ending Fund Balance	\$ 4,793,854	\$ 3,164,309	\$ 2,399,416
Employee Positions	917	1,055	1,105
Employees - Part Time	112	195	200
<u>CITY SCHOOLS ESP:</u>			
REVENUES			
Other Sources	\$ 3,659,305	\$ 3,727,910	\$ 4,443,702
Total Revenue	<u>\$ 3,659,305</u>	<u>\$ 3,727,910</u>	<u>\$ 4,443,702</u>
EXPENDITURES			
Salaries	\$ 2,953,035	\$ 3,433,396	\$ 3,339,210
Other Costs	832,753	920,422	1,091,679
Total Expenditures	<u>\$ 3,785,788</u>	<u>\$ 4,353,818</u>	<u>\$ 4,430,889</u>
Beginning Fund Balance	\$ 1,499,530	\$ 1,373,047	\$ 747,139
Ending Fund Balance	\$ 1,373,047	\$ 747,139	\$ 759,952
Employee Positions	19	21	21
Employees - Part Time	304	314	314

RESOLUTION 18-R-13 approving the budget of the Evergreen Cemetery for the Fiscal Year 2018-2019.

WHEREAS, the Evergreen Cemetery presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Evergreen Cemetery for the Fiscal Year 2018-2019, as recommended by the Evergreen Cemetery Board active through its Executive Committee is hereby approved as shown on Exhibit A. This approval shall be as of July 1, 2018; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney

RESOLUTION 18-R-14 approving the budget of the Murfreesboro Electric Department for the Fiscal Year 2018-2019.

WHEREAS, the Murfreesboro Power Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Electric Department for the Fiscal Year 2018-2019, as adopted and recommended by the Murfreesboro Power Board on May 30, 2018, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2018; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney



... creating a better quality of life

REGULAR AGENDA

June 14, 2018

Honorable Mayor and Members of the City Council:

RE: Water Resources Board Recommendations to the City for the Council Regular Agenda from the Board Meeting held May 22, 2018

**A. Proposed Septic Tank Effluent Pump (STEP)
Engineering Review and Inspection Fees**

Background

At the Board's May 2018 meeting, the Board had questions regarding Consolidated Utility District of Rutherford County (CUD) fees associated with approving and inspecting Septic Tank Effluent Pump (STEP) system developments. This memo is intended to identify those fees and make an accompanying recommendation to set similar fees by resolution for the City of Murfreesboro Water Resources Department to charge for review and inspection services.

The following fee is charged for **review** by CUD's Engineering Department:

Subdivision Design Review and Approval Process:

- \$100 per buildable lot for entire subdivision and system

This fee will be submitted to the MWRD Engineering Department, by the Developer's design Engineer, for the review and approval of the subdivision construction plans which will include the collection lines, the service line stub locations, the sand filters, drip fields and other appurtenances. This fee will be collected at the beginning of the development based on the number of lots for the entire subdivision. If the subdivision is broken into Sections, additional review fees will not be collected since the entire system has been designed.

The following fee is charged for **inspection** by CUD's Engineering Department:

Subdivision & Step System Construction Inspection:

- \$100 per buildable lot for entire subdivision and system

This fee will be submitted to the MWRD Engineering Department, by the Developer and/or the Design Engineer, for the inspection of the subdivision construction which will include the collection lines, the service line stub locations to each lot, the sand filters, drip fields and other appurtenances. This fee will be collected at the beginning of the development based on the number of lots for the entire subdivision. If the subdivision is broken into Sections, additional inspection fees will not be collected.

The following fee is charged for **review** by CUD's Engineering Department:

Plot Plan Review and Approval Process:

- \$100 per plot plan for each individual lot within the approved subdivision

This fee will be entered into the Customer Service CIS System for each lot created by the subdivision plat. The Builder will be required to pay this fee to the MWRD Customer Service Department with the below

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

referenced Step Tank Inspection fee, for the review and approval of each residential plot plan, prior to plot plan approval and prior to residential building permit application. This plan must illustrate property lines, easements, driveway layout, sewer service location, STEP tank location and residential structure footprint.

The following fees is charged for **inspection** by CUD's Operations Department:

Home Sewer Service and Tank Inspection Process:

- \$250 per STEP Tank Installation

This fee will be entered into the Customer Service CIS System for each lot created by the subdivision plat. The Builder will be required to pay this fee to the MWRD Customer Service Department for the inspection of the sewer service line and the septic tank inspection by our Operations & Maintenance as well as our Water Resource Recovery Facility once these appurtenances are installed.

Mankin Point subdivision is the Murfreesboro Water Resources Department's first STEP system development being constructed and it contains 164 lots total. The unique component of Mankin Pointe Subdivision is that Ole South Properties is the developer and the home builder. The subdivision design review fee, paid by the Developer will be \$16,400, the Subdivision and Step System Inspection fees, paid by the Developer, will be \$16,400, the Plot Plan review fee, paid by the Home Builder will be \$16,400, and the Sewer Service and Tank Inspection fee, paid by the Home Builder will be \$41,000.

Concurrences

The Water Resources Board recommended approval at its meeting of May 22, 2018.

Recommendation

It is recommended that City Council adopt the proposed resolution establishing STEP system engineering design review and inspection fees.

Fiscal Impact

The fiscal impact is anticipated to generate \$550 per buildable lot to cover engineering and inspection expenses associated with review and approval of STEP system developments. Typically, the developer would pay \$200 per lot and the builder would pay \$350 per lot.

Exhibits

Resolution 18-R-18

Respectfully submitted,

Darren W. Gore
Director

RESOLUTION 18-R-18 establishing Septic Tank Effluent Pump (STEP) development fees for design review and inspection.

WHEREAS, the Murfreesboro Water Resources Department (MWRD) developed design guidelines for servicing City properties through a STEP system; and,

WHEREAS, the conditions for consideration for STEP systems servicing City properties and associated design guidelines were recommended by the Water Resources Board on July 26, 2016; and,

WHEREAS, the City Council approved STEP System Design Guidelines for the Murfreesboro Water Resources Department on August 11, 2016; and,

WHEREAS, the City Council adopted Ordinance 16-O-65 on January 5, 2017 amending the Murfreesboro City Code, Chapter 33 - Water and Sewers, Sections 33-1, 33-32 and 33-50, regarding use of STEP systems; and,

WHEREAS, the City Council adopted Ordinance 18-O-23 on May 10, 2018, adding Section 33-44, Septic Tank Effluent Pump (STEP) schedule of sewer use fees, to the Murfreesboro City Code stipulating that the Murfreesboro Water Resources Department shall from time to time recommend, and the City Council shall by resolution adopt, a schedule of STEP user sewer fees; and,

WHEREAS, collection of user fees for design review and inspecting STEP systems needs to be established; and,

WHEREAS, the Murfreesboro Water Resources Board recommended the following schedule of fees for STEP system development design review and inspection at its May 22, 2018 meeting.

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

SECTION 1. The following fees will be assessed and charged for review by MWRD as part of the subdivision design review and approval process:

- a) \$100 per buildable lot for entire subdivision and system

SECTION 2. A \$100 per “plot” plan, for each individual lot, may be charged for review by MWRD after the subdivision design has been approved but prior to plot plan approval and prior to residential building permit application. This plan must illustrate property lines, easements, driveway layout, sewer service location, STEP tank location and residential structure footprint.

SECTION 3. The following fees will be charged by MWRD as part of the construction inspection process:

- a) \$250 per STEP Tank Installation (House Service and Tank Inspection)
- b) \$100 per STEP Tank Connection (Subdivision and Step System Construction Inspection)

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
Interim City Attorney



... creating a better quality of life.

June 21, 2018

Members of City Council

RE: Recommended Appointment & Reappointments – Construction Board of Adjustments and Appeals

Reappointments

As an item for tonight's City Council Agenda, I am recommending the following reappointments to the Construction Board of Adjustments and Appeals.

Reappointments

Mr. Lyle Lynch – June 30, 2018 expiration

Mr. Ryan Maloney – June 30, 2018 expiration

Mr. John Murray – June 30, 2018 expiration

Sincerely,

Shane McFarland
Mayor



. . . creating a better quality of life.

June 21, 2018

Members of City Council

RE: Recommended Reappointments – Greenway Projects Committee

Board Reappointments

As an item for tonight's City Council agenda, I am recommending the following reappointments to the Greenway Projects Committee.

Reappointments

Mr. Troy Robinson – June 30, 2018 expiration

Ms. Anita Pirtle – June 30, 2018 expiration

Sincerely,

Shane McFarland
Mayor



. . . creating a better quality of life.

June 21, 2018

Members of City Council

RE: Recommended Reappointment – Murfreesboro Housing Authority

Reappointment

As an item for tonight's City Council agenda, I am recommending the reappointment of Judy Smith to the Murfreesboro Housing Authority.

Sincerely,

Shane McFarland
Mayor



. . . creating a better quality of life.

June 21, 2018

Members of City Council

RE: Recommended Reappointment – Parks and Recreation Commission

Board Reappointment

As an item for tonight's City Council agenda, I am recommending the following reappointments to the Parks and Recreation Commission.

Appointments

D. Edwin Jernagan – June 30, 2018 expiration

Mr. Charles Apigian – June 30, 2018 expiration

Sincerely,

Shane McFarland
Mayor



. . . creating a better quality of life.

June 21, 2018

Honorable Mayor and Members of City Council

RE: Recommended Reappointment – Water Resources Board

Board Reappointment

As an item for tonight's City Council Agenda, I am recommending the reappointment of the following member to the Water Resources Board.

Reappointment
Ms. Sandra Trail

Sincerely,

Shane McFarland
Mayor



June 21, 2018

Members of City Council

RE: Stones River Regional Library Board

As an item for tonight's City Council Agenda, I am recommending the reappointment Madelyn Scales Harris and Tim Bowling. This request is supported by the Rutherford County Library System Board of Directors.

Sincerely,

Shane McFarland
Mayor