

AGREEMENT BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
AND
THE CITY OF FRANKLIN, TENNESSEE

COF CONTRACT NO. 2016-0096

This Agreement is made this 25th day of May 2016, by and between Middle Tennessee State University, hereinafter referred to as the "Institution," and the City of Franklin, Tennessee, hereinafter referred to as "Contractor."

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

1. Research, write, locate images, and fabricate ten (10) interpretive markers for the Carter's Hill battlefield site, which will document nationally significant events from both the Civil War and Reconstruction. The markers will include (an estimated) three (3) on the topic of the cotton gin and slavery; four (4) on the battle; one (1) on the influence of topography on the battle; one (1) on the Columbia Pike as a historic roadway, and one (1) on post-war events and sharecropping.
2. Provide the Tennessee Civil War National Heritage Area (TCWNHA) with text and images for the signage and other outdoor interpretive elements to review before they are created.
3. Include the TCWNHA logo in the exhibit and recognize the TCWNHA as a sponsor of this exhibit.
4. Include the TCWNHA logo and give appropriate credit to the TCWNHA for its contributions to this project in all signage, media, publications, and events associated with this project.
5. Submit an invoice with receipts, match report with receipts, and brief final report to the TCWNHA.

B. The Institution agrees to compensate the Contractor as follows:

1. A total of not to exceed Thirty-five Thousand and NO/100 Dollars (\$35,000.00).
2. Payment will be made in one payment of up to Thirty-five Thousand and NO/100 Dollars (\$35,000.00) upon submission of an invoice, match report, receipts, and brief final report from the Contractor, to the TCWNHA.
3. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

The Contractor shall not be compensated/reimbursed for travel expenses.

- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.
1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
 2. The Contractor shall abide by all applicable Federal and State law pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law.
 3. Middle Tennessee State University is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to university resources comparable to access that is available to others.
 4. If Contractor will receive Federal funds under this Agreement, Contractor agrees to complete a TBR Annual Title VI Survey or cooperate with a TBR Title VI compliance audit.
 5. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
 6. The term of this Agreement shall be from May 25, 2016, to September 30, 2016.
 7. This Agreement may be terminated by either party by giving written notice to the other, at least (thirty) 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
 8. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.
 9. This Agreement may be modified only by written amendment executed by all parties hereto.
 10. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.

11. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the Agreement.
12. The Contractor shall submit to the Institution quarterly progress reports if requested by the Institution.
13. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee. Any and all claims against Institution arising under this Agreement shall be submitted to the Claims Commission of the State of Tennessee in the manner prescribed by law. Damages recoverable against Institution shall be limited expressly to claims paid by the Claims Commission pursuant to Tennessee Code Annotated (T.C.A.) § 9-8-301, et seq.
14. This Agreement shall not be binding upon the parties until it is approved by the president or designee or the Tennessee Board of Regents, as appropriate.
15. PCI DSS Compliance. If the Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
16. Illegal Immigrants. By acceptance of this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in performance of this Agreement. If Contractor is discovered to have breached this attestation, Contractor shall be prohibited from supplying goods and/or services to any TBR institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing the established appeals process.
17. The Contractor shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax **and** must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement.

However, nothing in this section shall require the Contractor to register if the Contractor does not make sales to customers in Tennessee of taxable goods or services. If the Contractor does not make sales to customers in Tennessee of taxable goods or services and marks **Not Applicable** below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate below:

Certificate provided _____ **OR** **Not applicable** _____

In witness whereof, the parties have by their duly authorized representatives set their signatures.

City of Franklin, Tennessee

Middle Tennessee State University

BY: _____

BY: _____

TITLE: _____

TITLE: Alan R. Thomas
Interim Vice President, Business & Finance

DATE: _____

DATE: _____

Approved as to form by:

Kristen L. Corn
Assistant City Attorney