

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MUNICIPAL GOVERNMENT OF THE CITY OF FRANKLIN  
AND  
THE STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES**

COF Contract No. 2018-0092

This Agreement by and between the Municipal Government of the City of Franklin (hereinafter “the City”), and the State of Tennessee Department of General Services (hereinafter “the State”), 312 Rosa L. Parks Ave, 22<sup>nd</sup> Floor, Nashville, Tennessee 37243 is entered into on this the \_\_\_\_\_ day of May, 2018.

WHEREAS, the State desires to construct the following capital project on State owned land in the City: Carter House New Visitor Center (SBC#160/008-01-2017) (hereinafter “the Project”);

WHEREAS, the City wants an existing sewer line that runs from the manhole in Strahl Street to the manhole in W. Fowlkes (hereinafter “the Line”), and running across the Carter House project site where the parking lot is located, to be replaced before allowing new construction to be built;

WHEREAS, only the portion of the line to be replaced runs across property owned by the State (hereinafter “the State’s Portion”), as property adjacent to each manhole crosses over property not owned by the State; and

WHEREAS, the State and the City desire to enter into this Memorandum of Understanding to document their agreement concerning the Project, the Line, and the State’s Portion, as well as all details relating to same.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**A. SCOPE:**

1. The City will perform all survey and design work required for the replacement of the Line.
2. The City will fund and perform all required work for the replacement of the Line from the manhole in Strahl Street to the manhole in W. Fowlkes Street to satisfy the City’s established requirements and criteria (hereinafter “the Work”).
3. The City will coordinate the Work with the State and the Carter House site director to minimize disruption and not negatively impact the site’s ability to generate revenue.
4. All grassy areas of State property which is disturbed during the Work will upon completion of same be adequately filled and compacted, as well as seeded and strawed, and areas of disturbance on State property where pavement exists will be properly filled and compacted prior to patching the disturbed pavement.

5. The Work, including but not limited to final clean up, shall be completed by October 31, 2018, so that the commencement of construction on the State's Project can begin in November.
6. The State agrees to reimburse the City with Project funds that will be approved for use on July 12, 2018; however, reimbursement will only cover the costs of replacing the State's Portion of the Line. The City guarantees the cost of labor, equipment, and materials will not exceed \$ 100,000.00 to replace the State's Portion of the Line and will submit an itemized invoice upon completion. The State agrees to process payment within sixty (60) days of receipt of the invoice.

**B. TERMS AND CONDITIONS:**

1. This Memorandum of Understanding may be modified by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Memorandum of Understanding.
2. The State may terminate this Memorandum of Understanding for convenience by giving the City thirty days (30) written notice before the desired effective deadline date.
3. If the City fails to properly perform its obligations under this Memorandum of Understanding or violates the terms of this Memorandum of Understanding, then the State shall have the right to terminate this Memorandum of Understanding immediately.
4. No person on the grounds of handicap, age, race color, religion, sex national origin or any other classification protected by the Constitution of the United States or the Constitution of the State of Tennessee, or and state or federal laws, shall be excluded from participation in, or be denied benefits of, or otherwise subjected to, discrimination in the performance of this Memorandum of Understanding.
5. The City agrees to indemnify and hold the State harmless from any and all claims, costs, damages and judgments arising out of the replacement of the State's Portion of the Line pursuant to this Memorandum of Understanding, and to assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by the State in defense of any action and to discharge any judgment that may be rendered therein to the extent allowed under the Tennessee Governmental Tort Liability Act.
6. The City shall be responsible for the correct use, maintenance and protection of the Streets while Metro is performing work on the parking spaces and lane assignment.
7. This Memorandum of Understanding contains the entire understanding between the parties relating to the subject matter contained herein.

Municipal Government of the City of Franklin

State of Tennessee  
Department of General Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

John Hull, Deputy Commissioner  
Department of General Services

Approved as to Form:

\_\_\_\_\_  
Tiffani Pope, Staff Attorney