



BeeKeeper Service Program

Main Office & Service Center Information:

Medora Corporation
 3225 Highway 22
 Dickinson, ND 58601
 Toll Free: (866) 437-8076 Phone: (701) 225-4495
 Fax: (866) 355-7583

Date: April 12, 2019
 Quote #: E20001
 Customer #: FRA03

Customer Information:

Franklin, City of ~~City of Franklin, Tennessee~~
 109 3rd Avenue South Box 335
 Franklin, TN 37065

Quote Is Valid Until: March 31, 2020

Customer Contacts: Russell Sullivan

Pre-Enrollment Pricing (costs cover all units listed on page 2. Required Service For BeeKeeper Enrollment)

Minimum	\$0.00
Not To Exceed	\$0.00

- *Pre-Enrollment Service is required for new or lapsed BeeKeeper coverage.
- *Not To Exceed cost pertains only to service / repairs that can be performed onsite.
- *Extensive damage requiring offsite repair may not be included in the Not To Exceed price and is subject to additional quotation.
- *Pre-Enrollment service is invoiced for actual parts & labor needed, at standard rates, not to exceed \$0.00 (usually less).
- *Pre-Enrollment service is invoiced in addition to the BeeKeeper Option chosen.

BeeKeeper Pricing Options (costs cover all units listed on page 2):

OPTION 1	Standard Annual Cost (Re-Quoted Annually)	Term: 4/1/2020 to 3/31/2020	\$5,162.00
OPTION 2	Locked Annual Cost (3 Year Term, Invoiced Annually)	Term: 4/1/2020 to 3/31/2023	\$5,368.00
OPTION 3	Upfront One Time Cost (3 Year Term, Invoiced At Start)	Term: 4/1/2020 to 3/31/2023	\$14,712.00

Acceptance Of BeeKeeper Service Program

To accept this Service Program, please fill out below information and either:
 a) Fax to 866-355-7583, b) Scan and email to customerservice@medoreco.com, or c) Mail using address above.

1 _____ N/A _____
 Option 1, 2, or 3 Purchase Order Number (if applicable)

Eric S. Stuckey _____ 8-7-2019 _____
 Eric S. Stuckey City Administrator Authorized Signature Date

Approved as to Form:
Shauna R Billingsley
 Shauna R. Billingsley, City Attorney



BeeKeeper Service Program

Unit(s) & Location(s) Covered Under BeeKeeper Service Program:

	Serial Number	SolarBee Model	Location
1	228080912	SB10000 v18	USTNRW-LOC933.001: Franklin Raw Water Reservoir
2	160204300	SB10000 v18	USTNRW-LOC933.001: Franklin Raw Water Reservoir
3			
4			
5			
6			
7			
8			
9			
10			



BeeKeeper Service Program

BeeKeeper Terms & Conditions for SolarBee and GridBee Floating Mixers:

1. **Universal Damage Repair for Medora Corporation Manufactured Equipment**
All structural repairs and replacement parts needed for Medora Corporation manufactured equipment caused by damage incurred due to events such as acts of nature, accidents and vandalism are covered.
2. **Medora Corporation Electronics Hardware, Software, & Firmware Upgrades**
Upgrades to hardware, software, and firmware manufactured by Medora Corporation are included at no charge as they become available. The heart of the superb SolarBee/GridBee is the large low-rpm digital brushless high-torque motor, PV modules, battery system, and computerized power management system (including brain board, logic board, self-diagnostics, motor controller, charge controller, data logger, GPS receiver, & communication outputs). Medora Corporation has invested millions of dollars to develop these computerized controls and continually improve them for increased machine performance, self-diagnostics, self-repair, and reliability.
3. **Access To On-Staff Water Quality Experts**
Our water quality experts are available for data analysis and application troubleshooting if a need arises. Medora Corporation obtained water quality data and customer water quality data will be analyzed including expert review and free conference calls to discuss water quality issues. Medora Corporation employs many experts in the water quality field including specialized areas such as limnology, hydrology, wastewater, biology, and engineering.
4. **Annual Maintenance of the Medora Corporation Manufactured Equipment**
The power system, impeller, intake and structural components of the Medora Corporation manufactured equipment are inspected. The solar modules and flow dish are adjusted and cleaned. In all, a complete inspection is performed for mechanical, structural and electronic items. All necessary or advisable machine repairs and/or upgrades for Medora Corporation manufactured equipment are also made.
5. **Maintenance on Third Party Equipment Supplied by Medora Corporation**
Medora Corporation service crew will complete general cleaning and maintenance checks on third party equipment. However, all repairs and warranty claims will go through the equipment's direct manufacturer. Any repair costs not covered under warranty are the owner's responsibility.
6. **Onsite Crew Response For Critical Application & Operational Service Issues**
If service issues arise, the customer may be asked to perform a basic machine inspection and discuss results with our Customer Service Department. In some cases, the customer may be asked perform minor tasks (i.e., cleaning the solar panels, changing a fuse, replacing other minor parts). If replacement parts are needed, the factory will ship them out at no cost. For more serious application and service issues, Medora Corporation will dispatch a crew to resolve the issues onsite.
7. **Removal, Storage, and Redeployment of Potable Water Units.**
If Medora Corporation equipment needs to be removed for any reason, Medora Corporation offers removal, storage, and redeployment at a discounted rate. Contact Medora Customer Service for a removal and redeployment quote.
8. **The Importance Of Having A Service Program**
All SolarBee/GridBee machines deployed at a particular location must be covered under the same BeeKeeper term. If a machine is not covered under a BeeKeeper Service Program within one year of initial deployment, or if a BeeKeeper Service Program is allowed to lapse, a pre-enrollment inspection may be required to enroll / re-enroll at standard service rates.
9. **Currency**
All prices are shown in U.S. Dollars and all payments must be made in U.S. Dollars.
10. **Payment Terms**
The start date for a BeeKeeper Service Program is the first of the month following notification of acceptance or at a time designated by the Customer (always on the first of a month). Invoices are issued within 30 days of the start date with payment due 30 days from invoice date. Currency is in U.S. Dollars.
11. **Taxes & Governmental Fees**
Unless otherwise indicated, no taxes, tariffs, or other governmental fees are included in the costs shown above. Taxes and fees of all types relating to the sale being imposed on Medora Corporation or the customer are the customer's responsibility to pay whether they are levied before or after the customer orders this program. These include but are not limited to: all local, state, and federal taxes including sales and use taxes, and business privilege taxes. The customer's purchase order should indicate any taxes or fees due on equipment and/or services. The customer will distinguish whether they will pay any fees / taxes directly to the governing body or to Medora Corporation for Medora Corporation to submit to the governing body.
12. **Liability**
In no event will Medora Corporation or its affiliates be liable for any lost profits or use or other punitive, special, exemplary, consequential, incidental or indirect damages, however caused, on any theory of liability. Medora Corporation and its affiliates expressly disclaim any and all express or implied conditions, representations, and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

Addendum to Medora Corporation SolarBee Equipment, BeeKeeper Service Agreement COF Contract No. 2019-0237

This Addendum shall modify and supersede the attached document Medora Corporation SolarBee Equipment, BeeKeeper Service Agreement (the "Agreement") and entered into on the 7 day of August, 2019, by the City of Franklin, Tennessee ("City") and Medora Corporation ("Vendor"). The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Vendor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Maximum Liability. In no event shall the maximum liability of the City under this Contract exceed ("Maximum Liability"). The payment rates as described in the Agreement shall constitute the entire compensation due the Vendor for all travel, professional services, and software regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Vendor.
2. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Vendor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. Conflicts of Interest. The Vendor warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subVendor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Contract.
4. Nondiscrimination. The Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Vendor 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 Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. Lobbying. The Vendor 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 Vendor shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Vendor 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

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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 section 1352, title 31, *U.S. Code*.

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

**NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU
OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY
THAT 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 of the form prescribed by the Comptroller of the Treasury. The GNRC shall request copies of the sign from the Comptroller of the Treasury and provide signs to Vendors.

7. **Records.** The Vendor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Vendor, for work performed or money received under this Contract, shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City. The financial statements shall be prepared in accordance with generally accepted accounting principles.
8. **Time of the Essence.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
9. **Confidentiality and Proprietary rights.** Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
10. **Derivative Works.** To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee

Addendum to Medora Corporation SolarBee Equipment, BeeKeeper Service Agreement COF Contract No. 2019-0237

inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

11. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
12. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
13. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
14. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.
15. Notices. Any notice provided pursuant to the Contract, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):
- 16.

In the case of the City:

City of Franklin
Attn: Michelle Hatcher
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
Phone: 615-794-4554
E-mail: Michelle.Hatcher@franklintn.gov

In the case of Vendor:

Medora Corporation
Attn: Lynn Gabbert
3225 Hwy 22
Dickinson ND 58101
701-225-4495
customerservice@amedoraco.com

17. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
18. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
19. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
20. Entire Agreement. The Contract between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of

**Addendum to Medora Corporation SolarBee
Equipment, BeeKeeper Service Agreement
COF Contract No. 2019-0237**

this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.

21. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
22. Applicable Law; Choice of Forum/Venue. The Contract constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. The Vendor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials 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.
23. Breach. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.
24. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.
25. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE


Signature

Eric S. Stuckey, City Administrator
Print Name and Title

8-7-2019
Date

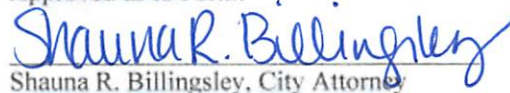
MEDORA CORPORATION


Signature

Joel Blath, President
Print Name and Title

8-7-2019
Date

Approved as to Form:


Shauna R. Billingsley, City Attorney