

**CONTRACT SCV-24-3031
BETWEEN
CITY OF MT. JULIET
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

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

A. SCOPE OF SERVICES:

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

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

In no event will the maximum liability of the CLIENT under this Contract exceed \$43,266.00. The CLIENT agrees to pay GNRC according to the fee and payment schedule incorporated into this Contract as Exhibit A.

D. STANDARD TERMS AND CONDITIONS:

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

The CLIENT:

KENNY MARTIN
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37121
EMAIL: KMARTIN@MTJULIET-TN.GOV
PHONE #: 615-382-4470

GNRC:

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

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

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

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

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

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

AGREED,

GREATER NASHVILLE REGIONAL COUNCIL



1/17/2024

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

CITY OF MT. JULIET

MAYOR

DATE

Exhibit A

Scope of Services and Fee Schedule

A1. BACKGROUND

The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade. Municipalities and counties are enabled under the Tennessee Code Annotated (the "TCA") to conduct a special census to document population change between the federal decennial censuses. A municipality or county may choose to conduct a complete recount of their population to document perceived growth or to resolve a dispute with the federal count. A municipality may also conduct a special census when it properly annexes new residents into their jurisdiction or becomes newly incorporated.

The TCA allows municipalities to conduct up to four citywide special censuses during the decade. Generally, a county may conduct up to two countywide special censuses within this time period. A municipality or county may choose to conduct a special census through one of the following methods:

1. Conduct its own special census in a manner by and satisfactory to the Tennessee Department of Economic and Community Development ("ECD") (see page 3), or
2. Use the services of the Census Bureau to conduct and certify a special census. The Census Bureau does not involve the State of Tennessee to certify the new count. However, by May 15 the community must provide the Boyd Center with an official notice from the Census Bureau identifying the area in which the special census was taken and the count of the area's residents.

After conducting a special census through one of the above methods, the community must request certification of their census. Upon certification, the new population will be reflected in the annual Certified Population of Tennessee Incorporated Municipalities and Counties report (the "Annual Report"). The Annual Report reflects municipal population changes (which are the most common), county population changes, and a new state total of incorporated municipal population. This statewide figure is used to determine the per capita rate of shared revenue distribution. Certified populations included in the annual report will become effective on July 1 of each year.

The Greater Nashville Regional Council (GNRC) was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. **GNRC is one of nine agencies approved by the Tennessee State Data Center to perform field verifications of Special Census Counts**

A2. WORK TASKS

Provided that the CLIENT submit a completed special census count along with the following materials to GNRC no later than March 1, GNRC will begin the process to certify the count in accordance with the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The guide is available for download at <https://tnsdc.utk.edu/special-census/>:

- A notarized letter from the mayor indicating the type of special census conducted, total census count, how the special census was conducted and requesting that the agency provide verification of the results. For a countywide census, the letter should indicate if any municipalities will be using the count for their own special censuses.

- Payment for review and field verification must be made in advance to the agency certifying the validity of the special census. (see section “A3. Compensation” within this exhibit)
- A digital special census roster in spreadsheet format, which includes house number, street name, unit number (if applicable), city, county, zip code, last name and first name for each person contained in the special census. A copy of the letters from any group quarters whose residents are counted in the special census must also be submitted.
- A map clearly indicating the extent of the territory contained in the special census with legible street names.
- For an annexation census, provide a copy of all annexation ordinances OR (if the annexation was conducted by referendum) the resolution calling for referendum and the certification of election results from the county election commission.
- For an incorporation census, provide a notarized statement by the mayor of election of incorporation, giving date, and type of charter adopted.

In carrying out the process to certify the special census, GNRC will:

- Hold Meeting #1: Project Kickoff Meeting
- Perform Desk Review of Materials Submitted
- Hold Meeting #2: Reconciliation Meeting (if necessary to review missing or questionable material)
- Hold Meeting #3: Sampling Plan and Field Procedures
- Conduct Door-to Door Field Verification
- Hold Meeting #4: Preview the Results of the Field Review
- Provide a Letter Affirming the Results of the Field Review

A3. COMPENSATION

SERVICE	FEE AND PAYMENT TERMS
Client meetings, desk review, documentation and reporting	\$2,500 flat fee, payable at project start-up.
Field Verification	\$60 per hour of logged time for travel to and from site visits and door to door field work, payable at project close.

A4. BUDGET ASSUMPTIONS

The contract budget includes the following costs:

- Project personnel including salaries and fringe
- General office printing and project-related supplies
- Local mileage for GNRC field staff
- Indirect costs according to the approved indirect cost allocation plan (www.gnrc.org/icap)

The contract budget does not include direct or indirect costs incurred by the CLIENT. This includes costs for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal advice as part of this contract.