

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TN 37135

RESOLUTION #16-13

A RESOLUTION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MIDDLE TENNESSEE STATE UNIVERSITY AND AUTHORIZE THE USE OF FUNDS FOR SOUND REINFORCEMENT SERVICES AT NOLENSVILLE'S STAR SPANGLED CELEBRATION

WHEREAS, the Town of Nolensville began producing a Fourth of July celebration for citizens in 2007; and,

WHEREAS, Middle Tennessee State University (MTSU) has agreed to provide sound reinforcement services for the annual event, now known as Nolensville's Star Spangled Celebration; and,

WHEREAS, the Town of Nolensville Events Committee solicits the community and local businesses for financial sponsorship with the Town of Nolensville subsidizing the event; and,

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee that:

Section 1. The Mayor is authorized to enter into an agreement with MTSU to provide sound reinforcement for the Star Spangled Celebration entertainment stage.

Section 2. The agreement is for five (5) years and the amount will not exceed \$2,500.00 annually.

Section 3. The contract is attached to and made part of this resolution.

RESOLVED this 5th day of May, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

AGREEMENT BETWEEN
TOWN OF NOLENSVILLE, TENNESSEE
AND
MIDDLE TENNESSEE STATE UNIVERSITY

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the Town of Nolensville, Tennessee, hereinafter referred to as "Town", and Middle Tennessee State University, hereinafter referred to as "University".

WITNESSETH:

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 University agrees to perform the following services:

The MTSU Recording Industry Department, as part of the Masters of Fine Arts (MFA) experiential learning, will provide the Sound Reinforcement services for the Nolensville Fourth of July celebration in calendar years 2016, 2017, 2018, 2019 and 2020. Funds provided by Town will be used in support of the production expenses associated with the aforementioned live production event and in support of the MFA program within the Department. Use of funds may include, but is not limited to, graduate scholarships for students in the MFA program.

B. Town agrees to compensate the University as follows:

Town will pay the sum of \$2,500 annually for a period of five (5) years. Payments over the five year period will total \$12,500, and shall be made according to the following schedule:

\$2500.00 by June 30, 2016
\$2500.00 by June 30, 2017
\$2500.00 by June 30, 2018
\$2500.00 by June 30, 2019
\$2500.00 by June 30, 2020

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Town warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the University or State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Town in connection with this Agreement except as provided herein.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, The Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. Town, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereto, and otherwise protect and hold the University harmless from any and all liability not specifically provided for in this Agreement.
4. The term of this Agreement shall be from the date of final signature below until June 30, 2020.
5. This Agreement may be terminated by either party by giving written notice, to include electronic notice and acknowledgment of receipt, to the other, at least 90 days before the effective date of termination. In that event, the University shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

This Agreement may be terminated without the above described notice upon grounds that the activity has been canceled due to force majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if the delay or failure to perform is without the fault or negligence of the Party claiming excusable delay and is due to causes beyond the control of that Party, including but not limited to acts of God, war, terrorism, acts of the

government, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes or work stoppages, and freight embargoes. Each Party shall promptly notify the other Party of such force majeure condition. Best efforts will be made by all Parties to reschedule the event at a mutually convenient time.

Notwithstanding any other provision in the Agreement, if this Agreement is canceled by Town after University has already set up the stage and equipment, Town agrees to pay to University for actual preparation costs.

In the event that University has already set up the stage and equipment prior to the Town canceling the event due to inclement weather, but a rain date is planned, Town shall provide a police officer or professional security guard to be present and maintain the security of the equipment at the site overnight. Town must also provide a roof or other shelter at the site to protect University's sound, lighting, or other live entertainment equipment from damage from the elements.

6. This Agreement may be modified only by written amendment executed by all parties hereto.
7. The parties shall maintain documentation for all charges and services under this Agreement. All books, records, and documents, 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 either party or the Comptroller of the Treasury or their duly appointed representatives.
8. Neither party shall assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the other party.
9. Town and the University are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between them or any third party.
10. The parties understand that the University makes no warranties whatsoever regarding performance under this Agreement, and it is understood that no warranties arise by its express terms or by operation of law so that there are no warranties under this agreement whether express or implied.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. The parties shall make good faith efforts to resolve disputes informally prior to resorting to legal action. Any and all claims against the State of Tennessee,

including the University or its employees based upon this Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited expressly to claims paid by the Claims Commission pursuant to Tennessee Code Annotated (T.C.A.) § 9-8-301, *et seq.*

- 12. In accordance with T.C.A. § 12-3-309, the parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signature.

UNIVERSITY

**TOWN OF NOLENSVILLE,
TENNESSEE**

Alan R. Thomas Interim Vice President Business & Finance	Date	Signature and Title	Date
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