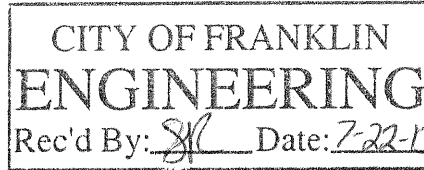




S & W CONTRACTING CO., INC.  
952 NEW SALEM ROAD  
MURFREESBORO, TENNESSEE 37129

PHONE 615-893-2511 • FAX 615-895-2030



ITEM #28  
BOMA  
08/13/13

DATE 06/25/2013 INVOICE # 34864

BILL TO:

CITY OF FRANKLIN, STREET DEPT.  
P.O. BOX 295  
FRANKLIN TN 37065

Job Number  
53074

Customer Order Number	Net Terms
	30DY

DESCRIPTION	AMOUNT
GOODS AND SERVICES PROVIDED PER ATTACHED SCHEDULE PROJECT: SIGNAL IMPROVEMENTS LOCATION: SR 96 @ SOUTHWINDS BLVD. CONTRACT #2012-0153  ATTN: PAUL HOLZEN	9,595.00
RECEIVED JUN 26 2013 FINANCE	Invoice Total: 9,595.00 Retention: 0.00 Amount Paid: 0.00
A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.	

*Approved for  
payments  
Eric Struckberg  
7-24-13*

Thank you for your prompt payment!

City of Franklin - Engineering Dept.

APPROVED

TOTAL

9,595.00

JUL 22 2013

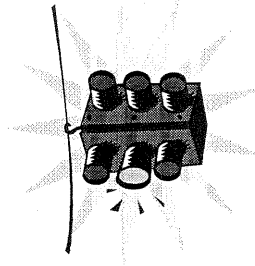
CTB

Approval expires one year  
from date above.

**S&W CONTRACTING COMPANY, INC.**  
**ELECTRICAL CONTRACTORS - TRAFFIC DIVISION**  
 952 NEW SALEM ROAD  
 MURFREESBORO, TENNESSEE 37129  
 PHONE (615) 893-2511 FAX (615) 895-2030

**Contractor:** City of Franklin  
**Attention:** Mr. Paul Holzen

**ESTIMATE #** 1  
**DATE:** 6/13/2013  
**JOB NO:** 53074  
**CONTRACT NO.:** 2012-0153  
**PROJECT NO.:** SR 96 @ Southwinds  
**COUNTY:** Williamson  
**WORK ORDER NO.:**



<u>Item No.:</u>	<u>Description:</u>
202-01	Removal of Structures and Obstructions
204-02.10	Drill Caisson - Earth (3' Diameter)
204-02.20	Drill Caisson - Rock (3' Diameter)
604-03.01	Class "A" Concrete (Footing)
604-03.02	Steel Reinforcement (Footing)
712.01	Traffic Control
717.01	Mobilization
730-09.01	Span Wire Assembly
730-12.02	Conduit 2" Diameter
730-23.01	Steel Strain Pole (Furnish Anchor Hardware and Install)

<u>Qtys:</u>		<u>Quantities:</u>		<u>Earnings:</u>	
<u>Unit:</u>	<u>Bid:</u>	<u>Current:</u>	<u>Previous:</u>	<u>Current:</u>	<u>Previous:</u>
LS	1	1	1	\$ 600.00	\$ 600.00
LF	24	25	25	\$ 30.00	\$ 750.00
LF	8	8	8	\$ 100.00	\$ 800.00
CY	9	11	11	\$ 200.00	\$ 2,200.00
LBS	2630	2690	2690	\$ 0.50	\$ 1,345.00
LS	1	1	1	\$ 500.00	\$ 500.00
LS	1	1	1	\$ 500.00	\$ 500.00
LF	330	320	320	\$ 2.00	\$ 640.00
LF	30	110	110	\$ 6.00	\$ 660.00
EA	2	2	2	\$ 800.00	\$ 1,600.00
				<b>Total:</b>	<b>Total:</b>
				\$ -	\$ -

**Total Previous Estimates:** \$ -  
**Total This Estimate:** \$ 9,595.00  
**Total Job Complete:** \$ 9,595.00

Mitch Arnold  
 Project Manager - Traffic Division  
 Mobile (615) 207-3327  
 email - marnold@sandwcontracting.com

City of Franklin - Engineering Dept.  
**APPROVED**  
 JUL 22 2013  
 Approval expires one year  
 from date above.

NOTICE OF AWARD

---

City of Franklin	Date	February 12, 2013
Engineering Office	Contract No.	COF # : 2012-0153
109 Third Avenue South	Bidder	S & W Contracting Company, Inc.
Franklin, TN 37064	Address	952 New Salem Road Murfreesboro, TN 37129

---

PROJECT: Murfreesboro Road (S.R. 96) at Southwinds Boulevard  
located in Franklin Tennessee for the City of Franklin, Tennessee

The OWNER has considered the BID submitted by you for the above-described PROJECT in response to its REQUEST FOR QUOTE dated January 15, 2013 and NOTICE TO BIDDERS.

You are hereby notified that your BID has been accepted in the amount of Eight Thousand Six Hundred Seventy – Five AND no/100 Dollars (\$8,675.00)

You are required by the INSTRUCTIONS TO BIDDERS to execute the CONSTRUCTION CONTRACT and furnish the required BONDS within ten calendar days from the date of this NOTICE OF AWARD to you.

If you fail to execute said Construction Contract and furnish the PAYMENT BOND and the PERFORMANCE BOND within ten days from the date of this NOTICE OF AWARD, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.



You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 7<sup>TH</sup> day of February 2013.

Sincerely,

  
CITY OF FRANKLIN TENNESSEE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by.

  
Name  
  
Title  
2/11/13  
Date

**CONTRACT FOR PROVIDING HOMELESS PREVENTION ELEMENTS FOR THE  
CITY OF FRANKLIN  
COF Contract No. 2013-0072**

This Contract is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Franklin, (hereinafter "The City") and BRIDGES of Williamson County (hereinafter "THE ORGANIZATION").

**WITNESSETH:**

**WHEREAS**, the City has identified the need to provide services to homeless persons and/or homeless prevention programs without bias to race, color, sex, national origin, disability or marital status within the City of Franklin utilizing Community Development Block Grant funding; and

**WHEREAS**, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

**NOW, THEREFORE**, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

**SECTION 1 - SCOPE OF SERVICES**

THE ORGANIZATION will be required to reach out to the community and provide services for those persons in need without bias to race, color, sex, national origin, disability or marital status. This will be accomplished as proposed in Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

**SECTION 2 - RESPONSIBILITIES OF PARTIES**

- A. THE ORGANIZATION will perform the duties described herein and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

### **SECTION 3 – COMPENSATION**

THE ORGANIZATION will receive a total of **Two Thousand Five Hundred and No/100 Dollars (\$2,500.00)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

### **SECTION 4 - TIME OF PERFORMANCE**

- A. Services shall begin in the sixth program year funding (Fiscal Program Year 2012).
- B. The CITY has the option to renew this contract under the same terms and conditions for an additional twelve (12) months based on the availability of CDBG Program(7/1/2013 – 6/30/2014) funds allocated to the CITY, provided both parties agree in writing.
- C. Services shall begin no later than thirty (30) days following execution of this Contract.
- D. This Contract may be terminated upon thirty (30) days written notice by either party.

### **SECTION 5 - PAYMENT TERMS AND CONDITIONS**

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted monthly and THE ORGANIZATION will be reimbursed in accordance with the City's regular accounts payable cycle.
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

### **SECTIONS 6 - NOTICES**

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Vernon J. Gerth  
City of Franklin  
City Hall  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064**

## **SECTION 7 - STANDARD TERMS AND CONDITIONS**

### **A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS**

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

### **B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

### **C. AUDIT REQUIREMENTS**

- i.. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

### **D. CONFLICT OF INTEREST**

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

**E. PROCUREMENT STANDARDS AND METHODS**

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

**F. VENUE**

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

**G. ASSIGNMENT**

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

**H. ENTIRE CONTRACT AND MODIFICATION**

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

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.

**I. SEVERABILITY**

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

**J. TIME OF THE ESSENCE**

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

**K. 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 THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION 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.

**L. 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.

**M. 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.

**SECTION 8 - SIGNATURES**

**THE CITY OF FRANKLIN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric S. Stuckey, City Administrator

**Approved as to Form:**

\_\_\_\_\_  
Kristen L. Corn, Staff Attorney



**BRIDGES OF WILLIAMSON COUNTY**

\_\_\_\_\_

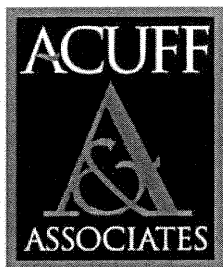
**Date:** \_\_\_\_\_

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

Its: \_\_\_\_\_

## **EXHIBIT A**

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.



QUALITY SOLUTIONS THAT BENEFIT

---

July 19, 2013

Mr. Russell Truell  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

Re: City of Franklin Government Accounting Standards Board Statement Number 45 Disclosures for Postretirement Benefits Other Than Pension

Dear Russ:

We understand that as an authorized representative of the City of Franklin, Tennessee (the "Client") you wish to retain Acuff & Associates, Inc. ("Acuff & Associates") to assist you in performing the services for the City of Franklin Government Accounting Standards Board Statement Number 45 Disclosures for Postretirement Benefits Other Than Pension ("Plan"). This letter and the Attachments ("Agreement") serve to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide for the Client. This letter also outlines our fees for the requested services.

#### **TASKS COVERED**

The City agrees to supply the information as outlined in Attachment A. Additional information may be required.

Services under this Agreement shall be provided under this Agreement only with respect to the services outlined in Attachment B.

Acuff & Associates shall not assume responsibility for any services for any employee benefit plan not specifically covered by this Agreement.

The Client hereby authorizes Acuff & Associates to contact any other service providers to obtain information required to perform the services outlined in this Agreement.

Documents and forms prepared by Acuff & Associates **are not intended to serve as tax or legal advice** and are not to be relied upon as such. The Client agrees to contact its attorney on all legal matters.

---

BRENTWOOD, TENNESSEE 37027  
OFFICE: (615) 726-2410

MEMPHIS, TENNESSEE 38133  
OFFICE: (901) 767-3366

[www.acuff.net](http://www.acuff.net)

KNOXVILLE, TENNESSEE 37923  
OFFICE: (865) 470-4232

SHREVEPORT, LOUISIANA 71119  
OFFICE: (318) 635-8006

## **ESTIMATED FEES**

The fees for this project are shown in Attachment C.

## **LIMITATION OF LIABILITY**

Acuff & Associates shall not be liable for errors in the data received from the Client or any of the Client's representatives and shall have no obligation to examine documents other than those provided by the Client and/or the Client's representatives.

Acuff & Associates shall not be liable for losses resulting from causes over which it does not have direct control and with respect to which it cannot make reasonable arrangements to mitigate. This includes, but is not limited to, any failure of electronic or mechanical equipment; communication lines, telephone, or other interconnect problems; or unauthorized access.

Acuff & Associates shall not be responsible for the failure of the Client's other advisors to perform their duties.

Acuff & Associates shall have no responsibility for the project until all necessary information is actually received.

Acuff & Associates' liability regarding data processing errors shall be limited to, and the Client's sole remedy shall be, the correction of such errors that are caused by Acuff & Associates' gross negligence for which the Client shall request a correction within 90 days of occurrence. Further, Acuff & Associates shall be entitled to rely upon the instructions of the Client or any authorized representative of the Client with respect to the tasks outlined in Attachment C. Acuff & Associates shall in no event have any liability for any losses incurred by the Plan or a participant (including without limitation any indirect, general, special, or consequential damages) arising out of any breach of this Agreement.

## **HOLD HARMLESS & INDEMNITY**

The Client shall indemnify, defend, and hold harmless Acuff & Associates with respect to any actions taken in good faith by Acuff & Associates at the direction of the Client as a result of inadequate or inaccurate data supplied by the Client or the Client's representatives or from their failure to submit required data and reports in a timely manner.

## **CONFIDENTIALITY**

Acuff & Associates agrees not to disclose to any third parties any information it receives pursuant to this Agreement and in the course of preparing our work, except as may be required by law, regulation, or as specifically authorized in writing by the Client. The Client shall be responsible for retaining duplicate copies of material sent to Acuff & Associates.

## **TERMINATION OF AGREEMENT FOR SERVICES**

You may terminate our services under this Agreement upon written notification and payment of all invoices including a final invoice for services rendered but not yet billed. However, in the event of a termination of this Agreement by the Client prior to the completion of any service, no amount previously

paid will be returned. Acuff & Associates also reserves the right to terminate this Agreement with written notice.

#### **BILLING PRACTICES**

Acuff & Associates will bill the Client as deemed necessary based upon the scope of the project. *All invoices are due and payable in full upon receipt.* Invoice amounts that are outstanding for more than thirty days will accrue interest at the rate of 1.5% per month. Payments will be applied to decrease the amount of any outstanding interest charges before being applied to the principal. Acuff & Associates reserves the option to require advance payment of applicable charges when necessary.

The amount due under this Agreement includes reasonable attorney's fees and costs to collect your account as originally invoiced. Upon termination, Acuff & Associates shall have a reasonable amount of time to transfer records.

#### **WAIVER**

No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other covenant, term, or condition. The subsequent performance of any of the terms, covenants, and conditions of this Agreement shall not constitute a waiver of any preceding breach, nor shall any delay or omission of any party's exercise of any right arising from any default affect or impair the party's right as to the same or future default.

#### **SEVERABILITY**

In case any provisions of this Agreement shall be held to be or shall become invalid or unenforceable in certain circumstances, the validity and enforceability of the remaining provisions, or of such provisions in other circumstances shall not in any way be affected or impaired.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

#### **APPLICABLE LAW**

This Agreement shall be governed by and construed under the laws of the State of Tennessee.

#### **ENTIRE AGREEMENT**

This Agreement and attachments contain the entire understanding between the parties relating to the subject matter contained herein. The terms of this Agreement including Attachment A will prevail over the terms of any other agreement, written or oral, between the parties in the event of a conflict between this Agreement and any such other agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may be changed only by an agreement in writing signed by all of the parties hereto.

Mr. Russell Truell  
July 19, 2013  
Page 4

If you have questions or would like fee estimates on other items not mentioned above, please call. We will gladly discuss this letter or our fees with you at any time. Please indicate your acknowledgement and acceptance of the terms of this letter by signing and dating below and returning the original to our office.

Respectfully,



Trina D. Gross, QKA, APA  
Chief Executive Officer/Principal

**ACKNOWLEDGED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_:**

**CITY OF FRANKLIN, TENNESSEE**

**BY** \_\_\_\_\_

\_\_\_\_\_  
Title

*Signing this instrument indicates acceptance and responsibility for all fees and the terms outlined in this Agreement.*

## SCHEDULE A

### Items Furnished by the Plan Sponsor

The following are to be provided with this Agreement signed by a representative of the Plan Sponsor and Plan Administrator (*items with unchecked boxes need not be provided*):

- Payment of all fees due in advance with this signed agreement
- Insurance Contracts
- Medical Plan Document
- Summary Plan Description and all summaries of material modification and other notices to Plan participants in effect as of the date of this Agreement
- Information concerning significant changes to the Plan over the last 3 years

The following are to be timely provided for this valuation and on an annual basis:

- The pension census data as sent for the January 1 actuarial valuation is sufficient for the valuation.
- List of all retirees since July 1, 2011 showing dates of birth, hire and retirement and medical coverage taken and future updates as required.
- Premiums paid by the City for the retirees and by the retirees for the period July 1, 2011 through June 30, 2013 by year and future updates as required.
- Asset statement showing the reconciliation of assets

## **SCHEDULE B**

### **Basic Annual Administration Services**

- Provide an actuarial valuation study report for the year beginning July 1 disclosure that fulfills the requirements of the Statement No. 45 of the Governmental Accounting Standards Board titled Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions.
- In years for which an actuarial valuation is not required, provide June 30 year end disclosure that fulfills the requirements of the Statement No. 45 of the Governmental Accounting Standards Board titled Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions.



**SCHEDULE C**

**Direct Compensation**

**Installation/Transition Fees**

<b>Service</b>	<b>Fee</b>
Installation/Transition	N/A

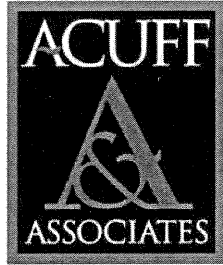
**Basic Annual Administration Fees**

<b>Basic Charges</b>	<b>Fee</b>
Actuarial Valuation Report and Disclosure	\$ 6,000
Year End Disclosures without Valuation	\$ 1,500

For the Plan Year Ending June 30, 2013 and an Actuarial Valuation Report for the Year beginning July 1, 2013, the Basic Annual Administration Fee and Disclosure Fee will be 50% billed in advance. For subsequent years for which an actuarial valuation is required, the Basic Annual Administration Fees will be billed at 50% in advance of commencing the valuation and the remaining 50% upon completion of the valuation. For years an actuarial valuation is not required, the Annual Disclosure Letter fee of \$1,500 will be due upon the receipt of the GASB 45 Disclosure Letter.

Any requested meetings will be billed at time and expense not to exceed \$500.

# INVOICE



QUALITY SOLUTIONS THAT BENEFIT

City of Franklin Government Accounting Standards  
Board Statement Number 45 Disclosures for  
Postretirement Benefits Other Than Pension  
Invoice # COFGAS – 07192013  
*Please include Invoice # with payment*

Mr. Russell Truell  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

Professional services to be rendered

Services

Advance Billing	\$	3,000.00
Total Amount Due Upon Receipt	\$	<u>3,000.00</u>

*Payment of any fees related to services outlined in this Agreement not accompanied by an executed copy of the Agreement constitutes acceptance of the terms of this Agreement as written.*

Before any portion of our fees is paid by an employee benefit plan covered by ERISA, we recommend that your legal counsel review the Department of Labor's guidance on the use of plan assets to pay expenses.

## **PAYMENT DUE UPON RECEIPT**

**PLEASE REMIT PAYMENT TO:**

**210 WESTWOOD PLACE, SUITE 100**

**BRENTWOOD, TENNESSEE 37027**

City of Franklin

Client:

Buyer:

Advertiser:

Product:

Sched Dates: 07/15/13 - 08/11/13

Lengths: 30  
Dayparts: RT

AE: Kim Rieg

Phone: (615) 854-2719

Fax: (615) 244-2106

Email: kimberly\_rieg@cable.comcast.com

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
---------	---------	---------	------------	----------	----------	--------------	--------------	------	-------------	------

3302, Williamson, TN

DISC



M-Su 6a-12m AVG. ALL WKS<

30 15 4 \$3.00 60 \$180.00

FXNC



M-Su 6a-12m VARIOUS

30 15 4 \$25.00 60 \$1,500.00

TBSC



M-Su 6a-12m VARIOUS

30 15 4 \$12.00 60 \$720.00

USA



M-Su 6a-12m AVG. ALL WKS<

30 15 4 \$20.00 60 \$1,200.00

Totals 240 \$3,600.00

Grand Totals 240 \$3,600.00

This report has been prepared using STRATA NuMath research.  
 STRATA NuMath and report designs Copyright ©2013 Strata Marketing, Inc. 312-222-1555  
 Nielsen Audience Estimates Copyright ©2013 The Nielsen Company, used under license, all rights reserved  
 Adjustments: Network Insertability and Network Carriage have been factored into calculations.  
 Nashville Feb13 C-DMA Nielsen Live+7  
 Cable Zones: Comcast, Williamson, TN

City of Franklin

Client:  
 Buyer:  
 Advertiser:  
 Product:  
 Sched Dates: 07/29/13 - 08/25/13

Lengths: 30  
 Dayparts: RT

AE: Kim Rieg  
 Phone: (615) 854-2719  
 Fax: (615) 244-2106  
 Email: kimberly\_rieg@cable.comcast.com

All-Wks Avrg

Notes	Rate \$5.00	Unit/ Wk	Unit Tot	Wk 1 - Wk 4					Wk 1 7/29 '13	Wk 2 8/5 '13	Wk 3 8/12 '13	Wk 4 8/19 '13
				Households								
				Prog Name	Imp	CPP \$\$	Rch %	Freq				
Nashville Feb13 C-DMA Nielsen Live+7	\$3600.00		240		121128	\$12	81.3%	3.7	60	60	60	60
3302, Williamson, TN	\$3600.00		240		121128	\$12	81.3%	3.7	60	60	60	60
DISC-TV	\$180.00		60		21753	\$3	26.5%	2.1	15	15	15	15
M-Su 6a-12m	\$3.00	15	60	AVG. ALL WKS<	363	\$3	26.5%	2.1	15	15	15	15
FXNC-TV	\$1500.00		60		18917	\$31	19.3%	2.5	15	15	15	15
M-Su 6a-12m	\$25.00	15	60	VARIOUS	315	\$31	19.3%	2.5	15	15	15	15
TBSC-TV	\$720.00		60		31439	\$9	32.1%	2.5	15	15	15	15
M-Su 6a-12m	\$12.00	15	60	VARIOUS	524	\$9	32.1%	2.5	15	15	15	15
USA -TV	\$1200.00		60		49018	\$10	53.8%	2.3	15	15	15	15
M-Su 6a-12m	\$20.00	15	60	AVG. ALL WKS<	817	\$10	53.8%	2.3	15	15	15	15
<b>Total</b>	<b>\$3600.00</b>		<b>240</b>		<b>121128</b>	<b>\$12</b>	<b>81.3%</b>	<b>3.7</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>

Broadcast Month Costs - Grand Total

Month	Gross Cost	Total Units
08/2013	\$3,600	240
<b>Total</b>	<b>\$3,600</b>	<b>240</b>

This report has been prepared using STRATA NuMath research.  
 STRATA NuMath and report designs Copyright ©2013 Strata Marketing, Inc. 312-222-1655

Nielsen Audience Estimates Copyright ©2013 The Nielsen Company, used under license, all rights reserved

Adjustments: Network Insertability and Network Carriage have been factored into calculations.  
 Nashville Feb13 C-DMA Nielsen Live+7  
 Cable Zones: Comcast, Williamson, TN

Inventory subject to availability. Rates apply to this presentation only and are effective for two weeks from the date of this proposal.

Two-week cancellation policy.

Network ratings data for DVM will be inaccurate prior to the January 2011 book.  
Network ratings data for NBCS will be inaccurate prior to the January 2012 book.

Advertiser Terms and Conditions attached hereto and hereby incorporated herein by reference.

By signing this contract, I agree to the full terms and conditions attached as file.

**DISCLOSURES:** The number of subscribing homes receiving advertisements on any cable network is an estimate and may vary by geographic areas and other factors. Any statement of (1) the number of subscribing homes receiving an advertisement and (2) audience estimates are based either on the NCC methodology which utilizes either Nielsen Audience A Yearlong Universe Estimate or actual internal company metering and counts by the Nielsen Full National Interconnect Universe Estimate. Zone estimates are generated by using Nielsen Interconnect Universe Estimates, adjusted on a pro rata basis by internal metering counts by zone. Nielsen Universe Estimates are derived in Telephone Frame set-meter and diary-only markets; from a rolling average of the prior four major sweep periods of diary samples in LPM and Area Probability set-meter markets, from a rolling average of the prior five periods of meter sample, when available. These 4 periods each consist of 4 weeks of meter sample that lie prior to the measurement cycles of February, May, July and November. Estimates may contain imputations outside the home DMA. (See also Nielsen VP Report). The number of homes capable of accessing VOD and interactive TV advertising content is an estimate and may vary by the number of homes actually subscribing to digital cable services and other factors. Current Nielsen audience reporting methodology does not provide the ability to adjust audience estimates for HD simulcast programming for non-insertion. The company may not have the capability to insert on HD simulcast networks or to enable interactive overlays on HD simulcast networks. Audience estimates for HD programming have not been adjusted for non-insertion. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive.

Authorized Acceptance: *Eric S. Stuckey* Date: 7-23-13  
Eric S. Stuckey, City Administrator  
Contract Acceptance: *Kimberly King* Date: 7-24-13

Approved as to form for the City of Franklin, TN:

*Kristen Loran* Date: 07/23/13  
Attorney for City of Franklin, TN

Advertiser Terms and Conditions

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LLC ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ad(s)") via linear spot cable ("Spot Cable") which may include interactive overlays or functionality, video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

be due and payable no later than 30 days after Advertiser's receipt of invoice.

1. INSERTION ORDER(S)

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution platforms on which the Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the display of the first Ad by Comcast (unless otherwise specified in the IO).

2. BILLING AND PAYMENTS

(a) Comcast will bill Advertiser monthly, using the standard broadcast month, subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request, affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event

Advertiser fails to make such payments, Advertiser and/or Ad Representative, will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of 60 seconds' or less duration upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the distribution of Spot Cable Ads of more than 60 seconds' duration upon 28 days' prior written notice to Comcast, effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on Covered Sites if Comcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's written notice, except as otherwise stated in this

Contract with regard to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an IO that is accepted on a non-cancellable basis. (c) If Advertiser cancels this Contract or an IO, or if Comcast cancels this Contract or an IO for cause due to a breach by Advertiser, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Comcast cancels this Contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract. (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates, at Comcast's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

4. AD MATERIALS

(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Comcast in compliance with generally accepted standards of good practice and in accordance with specifications required by Comcast. Comcast reserves the right to reject, edit, digitize, cut, edit, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser shall pay all expenses incurred in connection with the delivery of Ad Materials to Comcast, and with the return to Advertiser, if such return is directed on the IO or is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Comcast by the respective deadline set by the relevant Comcast market, Comcast will use reasonable efforts to distribute

Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser delivers Ad Materials late, Comcast may bill Advertiser for the media purchased pursuant to the IO. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser are subject to Comcast approval and network/carrier restrictions and guidelines, including standards and practices and consumer protection statutes. Comcast retains a continuing right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Comcast, Comcast may bill Advertiser for the time reserved on the IO. (c) **Regarding Covered Sites**, if a third party Ad Server is specifically identified in an IO, Advertiser may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast shall control with respect to Comcast's obligations under this Agreement. Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 95% of the impressions were run. If there is a shortfall in delivery of impressions of more than 5% at the end of any specified period, Comcast will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date. (d) Advertiser acknowledges that other content, tools or information provided by Comcast or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during

processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a publisher or viewer could cause to be displayed on the television screen through interactive media or otherwise. Comcast and Comcast Affiliates may copy and store the Ad during the distribution thereof as Comcast deems appropriate to optimize the performance of Comcast content distribution on the Systems.

#### **5. RATES AND CHARGES**

(a) Comcast reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to distributions under a current IO unless otherwise provided on the IO. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates. (e) Comcast may invoice Ads distributed on interactive platforms based on performance data ("Data") provided by a third party, as specified in the IO. Comcast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Data.

#### **6. FORCE MAJEURE**

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or

any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

#### **7. INTERACTIVE PLATFORMS**

In connection with customers and potential customers obtained by means of Ads on interactive platforms, Advertiser will (a) use the contact information provided by Comcast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any third party; (c) be solely responsible to respond to all customer inquiries promptly and efficiently; (d) comply at all times with Comcast and Advertiser's customer contact guidelines, if any; (e) ensure that any customer who requests a "do not call" "do not email" or equivalent listing is immediately removed from all call or email lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or Comcast; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact customers utilizing an autodialer or similar technology or a prerecorded message, (i) make any required disclosures of costs that may be incurred by customers who receive text messages or calls to mobile phones, and (j) comply with all other applicable carrier, network

(See CoF SPTs&Cs, section 12.)

and Comcast guidelines. In addition, communications made by Advertiser to Comcast's customers in accordance herewith (A) shall only promote the products and services of Advertiser that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or promotion of or by any party other than Advertiser. Further, any communications between Advertiser and customers or potential customers are subject to the reasonable approval of Comcast. Nothing in the foregoing shall prevent Advertiser from creating lists of, or to market to customers who have independently contacted Advertiser regardless of whether they had previously used any of Comcast's interactive platforms.

**8. INDEMNIFICATION**

(a) Advertiser shall indemnify, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser; (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials provided by Advertiser, and (iv) any breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, warranties and indemnities shall survive the completion, cancellation, or termination of this Contract. (b) Notwithstanding anything in this Contract to the contrary, the sole remedies available to Advertiser for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract or out of the distribution of the Ads provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract, in the sole discretion of Comcast.

IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT,

(See CoF SPTs&Cs, section 9.)

~~CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.~~

**9. WARRANTIES**

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iv) Advertiser has the sole right, title, and interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (v) Advertiser has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy; (vii) all Ads comply applicable network, carrier and Comcast guidelines; (viii) Advertiser shall not use Comcast's short code or keywords except as permitted by Comcast in connection with the applicable IO; (ix) all Ads are free of viruses, bombs, bots and other computer routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites or interactive platforms or otherwise received from Company except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site

(See CoF SPTs&Cs, section 5.)

user, except for HTTP cookies, and (xii) Advertiser shall comply with all Laws in connection with it receipt and use of Company information and exercise of its rights under this Contract. (b) Comcast and Comcast Affiliates hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Comcast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

**10. CONFIDENTIAL INFORMATION**

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its



[Section stricken.]

possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract. Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser receives PII from or about Comcast's subscribers, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer initiated transaction (i.e., customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers are and shall remain the exclusive property of Comcast and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, or confidential information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

**11. GENERAL; DISCLAIMERS**

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to

enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-Insertable Universe Estimates (AIUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates.

Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

not

Accepted and Agreed  
 Advertiser: City of Franklin, TN  
 By: Eric S. Stuckey  
 Name: Eric S. Stuckey  
 Title: City Administrator  
 Date: 7-23-2013

*Kim Pres  
 all changes  
 accepted*

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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) City business 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 these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. n/a n/a

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

**Comcast**

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**Attn: Kim Rieg**

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**n/a** **n/a**

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**FAX: 615/244-2106**

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E-mail: [kimberly\\_rieg@cable.comcast.com](mailto:kimberly_rieg@cable.comcast.com)

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# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. 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.
6. 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 inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. 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.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. Warranties/Limitation of Liability/Waiver. 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.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
  
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
  
13. 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.
  
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are 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, TN.
  
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.