

RESOLUTION NO. 03-2024

A RESOLUTION TO APPROVE DEGGES CONSULTING SERVICES, LLC, TO PERFORM GOVERNMENTAL CONSULTING SERVICES AT A COST NOT TO EXCEED SEVENTY-TWO THOUSAND AND 00/100 (\$72,000.00) DOLLARS.

WHEREAS the City of Manchester, Tennessee seeks to engage professional government consulting services; and

WHEREAS the City of Manchester, Tennessee has reviewed the written proposal submitted and chosen Degges Consulting Services, LLC (see attached) for professional governmental consulting services not to exceed Seventy Two Thousand and 00/100 (\$72,000.00) Dollars and found said proposal to be advantageous to the City.

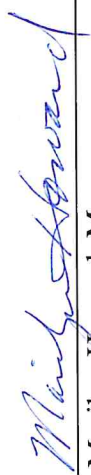
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the City of Manchester, Tennessee accepts the written proposal of Degges Consulting Services, LLC, incorporated by reference, (see attached) for professional services not to exceed Seventy Two Thousand and 00/100 (\$72,000.00) Dollars and approves same.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the Mayor and Finance Director are authorized to execute a contract on behalf of the City of Manchester.

Resolved this 11 day of January 2024.



Lisa Myers, Finance Director



Marilyn Howard, Mayor

AGREEMENT

THIS AGREEMENT is made as of the 12th day of January, 2024, by and between Degges Consulting Services, LLC and City of Manchester, Tennessee ("Client").

PREMISES

Client has contacted Degges Consulting Services, LLC regarding the performance of certain professional lobbying services described on Schedule I.

Degges Consulting Services, LLC is ready, willing and able to provide such services.

The parties desire to memorialize their understandings regarding the scope of the services to be provided, the terms of compensation and certain other matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Client hereby engages Degges Consulting Services, LLC to perform, and Degges Consulting Services, LLC agrees to perform the services described in the Scope of Work attached hereto as Schedule I [hereinafter referred to as the "Scope of Services"] and incorporated herein by this reference.
 - a. Degges Consulting Services, LLC shall report to Client, or such authorized designee of Client, with respect to all services to be performed under this Agreement.
 - b. Degges Consulting Services, LLC will coordinate its work with that of Client's staff and will schedule and arrange meetings as Degges Consulting Services, LLC may deem necessary to assure such coordination.
2. Term/Termination. The term of this Agreement shall commence on the date hereof and shall continue for period indicated in the Scope of Services, unless sooner terminated by the parties' mutual agreement. If both parties elect to terminate this Agreement prior to the completion of all services listed in the Scope of Services, Client shall compensate Degges Consulting Services, LLC for all services actually completed hereunder up to the date of termination unless some different arrangement is set forth in the Scope of Services. The parties shall also negotiate a reasonable termination fee at the time of termination.
3. Compensation.
 - a. Unless otherwise expressly stated in the Scope of Services, Client shall compensate Degges Consulting Services, LLC for services performed under this Agreement, at the rates indicated in the Scope of Services.
 - b. Unless otherwise expressly stated in the Scope of Services, Degges Consulting Services, LLC shall provide, once each month by the tenth calendar day of the month, an invoice for services to be rendered in that month. Client will pay Degges Consulting Services, LLC within fifteen (15) days after the date of the invoice. Invoices not paid within thirty (30) days after their dates shall bear interest at a rate of ten (10) percent per annum.
4. Subcontracting. If Degges Consulting Services, LLC deems it appropriate to subcontract any portion of the services to be performed under this Agreement, it shall retain all responsibility for the timely and proper completion of all services performed by any subcontractor, as well as for payment of any amounts owed such subcontractor. Neither party may assign any of its rights under this Agreement without the other's express written consent. Said consent shall not be unreasonably withheld. Degges Consulting Service, LLC will subcontract with Michael L. Agee under this agreement.
5. Indemnification. To the extent allowed by law, each party agrees to indemnify and hold the other harmless from and against any and all claims and/or damage, liabilities, loss, cost or expense (including reasonable attorneys', accountants' and experts' fees and costs) incurred by either party in connection with, relating to, or arising out of this Agreement. The obligations under this Section 5 shall survive any termination or expiration of this Agreement. This contract is subject to the provisions and limitations of Addendum A.
6. Confidential Information. Confidential Information provided to either party by the other shall be kept confidential by the receiving party. Except as expressly provided herein or except as disclosing party may otherwise agree in writing, the confidential information shall not be disclosed by receiving party in any manner whatsoever, in whole or part, and may

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not be used by receiving party other than in furtherance of the objectives of this agreement. The receiving party may disclose the confidential information to the designated affiliates of the disclosing party. The receiving party may disclose confidential information to receiving party's own affiliates and representatives and sub-contractors and to third-parties only as necessary and only with the prior express approval of the disclosing party and only if necessary to perform its obligations in connection with this agreement.

7. **Limited Liability.** To the extent allowed by law, except to the extent any loss or damage to Client is caused by the gross negligence or willful acts or omissions of Degges Consulting Services, LLC or intentional violations of the Law, Degges Consulting Services, LLC's liability to Client in connection with the services rendered pursuant to this Agreement shall not exceed compensation received by Degges Consulting Services, LLC during that calendar year.
8. **Independent Contractor.** In performing its services under this Agreement, Degges Consulting Services, LLC acts as an independent contractor and not as a partner or agent of Client, Client shall not exercise control over Degges Consulting Services, LLC's performance of obligations under this Agreement.
9. **Governing Law/Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of Tennessee, without reference to the conflicts of laws principles thereof. Any litigation under this agreement shall be resolved in the trial courts of the State of Tennessee.
10. **Statute of limitations.** To the extent allowed by law, the parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.
11. **Ethics Law requirements.** The parties agree to assist each other with any and all filings and other obligations related to the ethics laws, rules or regulations in any jurisdiction where services may be performed applicable to Degges Consulting Services, LLC's performance of its obligations under this Agreement.
12. **Headings.** The paragraph headings in this Agreement are for convenience of reference only and shall have no bearing on the construction or any provision hereof.
13. **Entire Agreement.** This Agreement constitutes the final written integration of the parties' intentions with respect to the subject matter hereof and is a complete and exclusive statement of those terms and cannot be amended except in a written amendment executed by both parties.
14. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by hand, sent by telex or facsimile, or mailed by certified mail, return receipt requested, and addressed as indicated in the Scope of Services. A notice shall be deemed to have been delivered upon the date dispatched, if by hand delivery, telex, e-mail or facsimile; otherwise, on the third business day after it is properly stamped, addressed, sealed in an envelope and placed in the United States mail.
15. **Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
16. **Non Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to duly execute and deliver this Agreement, effective as of the date first above written.

Degges Consulting Services, LLC

By: Paul Degges

Title: Owner

Paul Degges
Signature

By: Marilyn Howard

Title: Mayor, City of Manchester TN

Marilyn Howard
Signature

**AGREEMENT
SCHEDULE 1**

1. Scope of Services:

Degges Consulting Services, LLC will assist client in developing and implementing strategies to identify initiatives that support a high quality of life and economic development opportunities as follows;

- a) Identifying transportation needs the client may have as a result of development of the Tennessee Department of Economic and Community Development's MIDDLE TENNESSEE I-24 INDUSTRIAL SITE (also known as the Coffee County Megasite),
- b) Support the client in accessing and implementing programs administered by the Tennessee Department of Transportation and other state agencies,
- c) Representing client on matters before the Tennessee General Assembly and other State agencies as needed. State agencies to include The Tennessee Department of Economic & Community Development (TNECD), The Tennessee Department of Environment and Conservation (TDEC), etc.

Degges Consulting Services, LLC will perform no work under this agreement that is in conflict with any existing Degges Consulting Services, LLC clients as of the date of this agreement unless the agreement with the conflicting client expires or is terminated.

2. Compensation

Our fee for services is **\$6,000.00** per month plus reasonable and related expenses. These expenses must be pre-approved by the client in advance of them being incurred.

The term of this agreement is for a period of twelve (12) months, ending on January 31, 2025. Beginning on February 1, 2025, and on the first day of each month thereafter, this agreement will automatically renew for one (1) additional month unless either party gives the other party thirty (30) day notice of their intent to modify or terminate the agreement subject to yearly appropriations.

Notices: Paul Degges
Degges Consulting Services, LLC
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Franklin, TN 37067
Mobile: (615) 615-533-4463
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Michael L. Agee
Agee Consulting Services, LLC
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Franklin, TN 37067
Mobile: (615) 815-4840
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Mayor Marilyn Howard
City of Manchester
200 W Fort Street
Manchester, TN 37355
Phone: (931) 728-4652
Email: mayor@cityofmanchestertn.com

AGREEMENT

Addendum A

Indemnity and Limitation of Liability. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify another party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq.