

RESOLUTION 24-178

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE
CONTRACT WITH TDOT FOR GLOBAL NAVIGATION SATELLITE
SYSTEM NETWORK FOR THE UTILITY AND DEVELOPMENT
SERVICES DEPARTMENT**

WHEREAS, the City of Spring Hill currently utilizes TDOT Global navigation satellite system, GNSS, network for Coordinate accuracy within GIS mapping; and

WHEREAS, the city has a need for addition contracts for the GNSS system to ensure accuracy of GIS coordinates; and

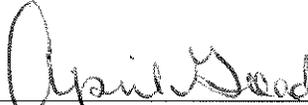
WHEREAS, TDOT requires a 5-year contract for access at a total budgeted cost of \$4,850.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the Mayor of Spring Hill, TN to sign the contract for GNSS Network connection

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5th day of August 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-178*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: August 5th, 2024
RE: To Authorize the mayor to sign the TDOT Global Navigation Satellite System contract for the Utility and Development Services Departments EOS GPS Unit

ATTACHMENTS:

PURPOSE:

To approve Resolution 24-178 to TDOT Global Navigation Satellite System for Development Department EOS GPS Unit

BACKGROUND:

The City of Spring Hill utility and development services departments are working collectively to increase efficiency through our current technology and enhancing our existing GIS system by adding new and existing GIS points to our database as they come online. The current equipment must be connected to the state's GNSS Reference Network for the most efficient and effective data collection. These are four additional EOS machine connections our city is adding to its' original request.

FINANCIAL IMPACT:

This will be funded from FY25 budgeted funds at a total cost of \$4,850.00.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-178 to authorize the mayor to sign the contract and approve the funding.

CONTRACT INSTRUCTIONS

1. Throughout the contract instructions printed in RED (e.g., PROCURING PARTY LEGAL ENTITY NAME, NUMBER, DATE, \$\$\$\$\$\$, MM, #, etc.) denote "blanks" which must be completed. Replace the RED instructional text with the correct information in regular style print of conforming font and color.
2. Fill in the blanks to indicate the quantities and the costs associated with the requested number of access points in section C.2.b. of this contract.
3. Sign and Date Contract.
4. Submit Payment and signed contract document to:
 - a. Please make your check or money order payable to Tennessee Department of Transportation
 - b. Design Division
Headquarters Survey Office
Tennessee Department of Transportation
505 Deaderick Street
Suite 1200, James K. Polk Building
Nashville, TN 37243
Telephone # (615) 741-0835
FAX # (615) 253-5218
5. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party's username and password for the requested number of simultaneous access points.
6. Please allow thirty (30) days from the State's receipt of the Procuring Party's executed contract and payment, for the State to process the Contract, verify payment, and assign an Access Point User Name and Password.
7. Fees for the entire period of the Contract shall be provided with the signed contract.
8. If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access.
9. If you have any questions related to completion of this agreement, please contact the Design Division at (615) 741-0835 or TDOT.GNSSNetwork@tn.gov.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND

City of Spring Hill, Tennessee

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Spring Hill, Tennessee, hereinafter referred to as the "Procuring Party," is for the provision of TDOT GNSS REFERENCE NETWORK, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The State shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. GNSS – Global Navigation Satellite System
 - b. NTRIP – Network Transport of RCTM via Internet Protocol
 - c. RTCM - Radio Technical Commission for Maritime Services
 - d. NGS - National Geodetic Survey
- A.3. The Procuring Party shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Procuring Party will have one user name and password assigned; however, multiple simultaneous connections to the TDOT GNSS Reference Network can be allowed per user name and password if multiple access points are purchased. Access shall only be used by the individual Procuring Party, their company, or public sector entity (if Procuring Party represents a public sector entity).
- A.4. The Procuring Party shall not transfer access, via its user name and password, to any person or entity not an employee of the Procuring Party's company or public sector entity.
- A.5. The Procuring Party shall connect to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS.
- A.6. The Procuring Party will be granted access to the TDOT GNSS Reference Network only after authenticated user name and password information have been verified and approved by the public domain interface Network Transport of RTCM Protocol (NTRIP).
- A.7. The Procuring Party shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation, the NTRIP protocol.
- A.8. The Procuring Party shall notify the State of any unauthorized use of their login.
- A.9. The State shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays.
- A.10. The State shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.11. The State shall broadcast real time GNSS Network corrections in Radio Technical Commission for Maritime Services (RTCM) formats from the TDOT GNSS Reference Network Server to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS. The State will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).

provision of field observation results, particularly for observations made of National Geodetic Survey (NGS), or state monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the State upon request during the subject year of subscription per this Contract.

- d. Upon receipt of payment and this signed completed contract from the Procuring Party, the State will contact the Procuring Party concerning the Procuring Party's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring Party will be issued one User Name and Password that will be used to provide TDOT GNSS Reference Network access for all of purchased Access Points. The State will ask for suggestions from the Procuring Party for the User Name and Password that will be used for their Access Points. The suggested Procuring Party Account User Name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring Party Account Password must contain alpha numeric characters, not to exceed 20 characters. The Procuring Party User Name and Password are case sensitive. The State will make every effort to use the Procuring Party suggested User Name and Password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the State's information technology staff.
- e. Payments will be accepted by check or money order. Checks should be made payable to the Tennessee Department of Transportation. Payment must be made in full when submitting contract agreement.

C.2. Procuring Party Account – This account is required for all Procuring Parties submitting a Contract and paying necessary fees for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Contract are a contract processing fee of \$150.00 and a partial year cost of \$25.00 per month per number of simultaneous access points. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2021.

- a. Included with this executed Contract, the Procuring Party shall pay the following amount as a contract total fee for processing of the Contract, for partial year costs, and for annual recurring costs for the life of the Contract for access to the TDOT GNSS Reference Network services:
- b. New User Procuring Party Account Fee Structure (Procuring Party Completes this Section)

Contract Processing Fee: (a) = \$ 150.00

Partial Year Cost per Access Point(s): (b) = \$ 25.00 x $\frac{47}{\text{Total \# of Months Remaining}}$ = $\frac{(\$1175.00)}{\text{(b) total}}$

Contract Total Fee =

$$(a) \$150.00 + \left[\frac{\$1175.00}{\text{(b) Total}} \times \left(\frac{4}{\text{\# of Access Points}} \right) \right] = \frac{\$4850.00}{\text{Total Due}}$$

Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.



8/1/2024

PROCURING PARTY SIGNATURE

DATE

Jim Hayman, Mayor

8-5 2024

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE