

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

City of Crossville, Tennessee

THIS CONSULTING CONTRACT, effective on this the 22nd day of February, 2024 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (“*CONSULTANT*”) and the City of Crossville, TENNESSEE (“*CLIENT*”). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT COMPETITIVE FUNDING (TDEC-ARPA).

Whereas the *CLIENT* desires to engage the *CONSULTANT* to render professional administrative consulting services (professional services) and to advise the *CLIENT* on the *CLIENT*’S compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the Tennessee Department of Environment and Conservation American Rescue Plan Act Competitive Round; and the *CONSULTANT* agrees to provide such professional advice to the *CLIENT*. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT*, to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The *CONSULTANT* warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the *CLIENT*. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The *CLIENT* agrees to make available to the *CONSULTANT* any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-ARPA funding for the *CLIENT*, at no expense to the *CONSULTANT*.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the *CLIENT* agrees to pay the *CONSULTANT* for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
- b. **Termination for Convenience:** The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become *CLIENT*'S property.

If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The CONSULTANT shall comply with applicable laws, regulations, ordinances, executive orders, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the CONSULTANT's engagement as a consultant to the CLIENT hereunder, including those cited in this Article VI. Without limiting the foregoing, this is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of this Contract, and the CONSULTANT will comply with applicable Treasury policies, procedures, and directives.
- b. **Audits and Inspection/Access to Records/Record Retention:**
 - (1) At any time during normal business hours, the *CONSULTANT* agrees to provide *CLIENT*, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The CONSULTANT shall retain all such documents, papers and records which are directly pertinent to this Contract for the longer period of either five (5) years following completion of the contracted work and expiration of the Contract or the federally required retention period.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The *CONSULTANT* shall be in compliance with the *CLIENT*'s Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the CLIENT and Other Local Public Officials:** No officer, member, or employee of the *CLIENT*; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.
- f. **Interest of the CONSULTANT:** The *CONSULTANT* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**

The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The *CONSULTANT* agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.
- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):** No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.
- k. **False Claims Act, 31 U.S.C § 38:** The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Contract.
- l. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

m. **Suspension and Debarment:**

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the *CLIENT*, the *CONSULTANT* shall furnish additional services which are not part of the services described in Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

City of Crossville

_____	_____
Mayor	Date
Attest:	

Community Development Partners, LLC

	2/22/2024
_____	_____
President	Date
Attest:	
	

ATTACHMENT A

DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

Name of project: The **City of Crossville** Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (Competitive TDEC-ARPA).

Name of person or company providing services:
Community Development Partners, LLC.

TASKS	AMOUNT
1 Planning	\$33,750.00
A. Coordinate TDEC planning process	
B. Collect, assemble, and submit application(s) and funding packages	
2 Project Files/General Management	\$24,750.00
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
3 Reporting and Monitoring	\$27,000.00
A. Prepare and coordinate with the City's staff to submit Performance and Financial Reports as required	
B. Prepare and coordinate with the City's staff to submit spending plans where required	
C. Provide periodic status report regarding use and status of funds	
D. Maintain electronic and other communications with local, state, and federal entities	
4 Equal Opportunity/Title VI	\$11,250.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
5 Project Management	\$67,500.00
A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring	
B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual	
C. Review contracts, requests for payments and other purchasing documents	
D. Collect, evaluate, and manage programmatic documents and data for each project	
E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services)	
6 Financial Management	\$56,250.00
A. Develop/create tracking system	
B. Work with the City's staff to track TDEC-ARPA funds	
C. Coordinate payment set up	
D. Work with the City's staff to review payment request	
E. Periodic monitoring of expenditures	
7 Audit and Closeout	\$4,500.00
A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed	
B. Final Closeout/Performance Reports	
GRAND TOTAL	\$225,000.00

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.




STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	2/22/2024
Signature of Authorized Representative	Date
Evan Sanders, President	615-386-0222 esanders@cdpllc.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.

**IRAN DIVESTMENT
ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

2/22/2024

Date



Signature of Bidder

Community Development Partners, LLC

Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of** Crossville may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of** Crossville makes a determination that the goods or services are necessary for the **City/County of** Crossville to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

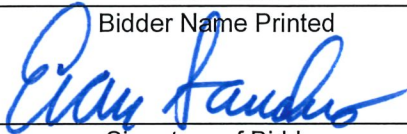
According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Evan Sanders

Bidder Name Printed



Signature of Bidder

2/22/2024

Date

Community Development Partners, LLC

Company



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

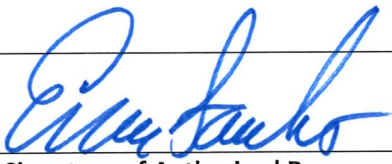
☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	2/22/2024
Signature of Authorized Representative	Date
Evan Sanders, President	(615) 386-0222 esanders@cdpllc.com
Printed Name and Title	Phone Number / Email Address