

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

City of Crossville, Tennessee

THIS CONSULTING CONTRACT, entered into as of this 1st day of July, 2022 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 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; 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 One Hundred Seventy-Five Thousand Dollars (\$175,000).

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, 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.
- b. **Audits and Inspection/Access to Records/Record Retention:** At any time during normal business hours, the CONSULTANT shall make records with respect to matters covered by this Contract available to the CLIENT for examination.

The CONSULTANT shall retain all documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract.

- 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.

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 CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

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

City of Crossville

Mayor

Attest:

Community Development Partners, LLC



President

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 (TDEC-ARPA).

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

TASKS	AMOUNT
1 Planning	\$17,500.00
A. Coordinate TDEC planning process	
B. Collect, assemble, and submit application(s) and funding packages	
2 Project Files/General Management	\$19,250.00
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
3 Reporting and Monitoring	\$29,750.00
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	\$8,750.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
5 Project Management	\$52,500.00
<ul style="list-style-type: none"> 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	\$38,500.00
<ul style="list-style-type: none"> 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	\$8,750.00
<ul style="list-style-type: none"> 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	\$175,000.00

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.