



CONTRACT NUMBER:	TNFO-080110-3830-01
ACCOUNTING INFORMATION	
Cost Center Name:	HCP Yr 5 & 6
Cost Center Number:	1420773830
Source of funds:	U.S. Government <input checked="" type="checkbox"/> Private _____ Multi/Bi-lateral Org. _____ Host Country Government Non-US charitable or for-profit _____

This is a Contract for Services between **The Nature Conservancy**, a District of Columbia non-profit corporation (the "**Conservancy**"), acting through its:

Conservancy Office/Department: Tennessee Operating Unit
 Address: 2021 21st Ave. South, Suite C400, Nashville, TN 37212
 Name and Title of Contact: Alex Wyss, Cumberlands Program Director
 Telephone Number: 865-546-5001

and the following person(s) and/or entities (the "**Contractor**"):

Name of Contractor: City of Crossville, Tennessee
 Address: Crossville City Hall
 99 Municipal Ave
 Crossville, TN 38555
 Name and Title of Contact:
 Telephone Number: (931) 456-5680

The Conservancy and the Contractor agree as follows:

1. CONTRACTOR'S DUTIES. The Contractor, who represents that it is qualified and willing to perform the services described herein as an independent contractor, shall provide a Cumberland County HCP Liaison who will facilitate full participation from the County in development of the Cumberland Habitat Conservation Plan by providing the tasks set forth below and in Exhibit A attached. Duties shall include:

- A: Schedule and hold internal HCP update meetings on months opposite the Steering Committee.
- B: Represent the County at Steering Committee meetings.
- C: Follow-up on information requests from the Core Team.
- D: Assist HCP Team with commission briefings.
- E: Maintain close contact with HCP staff, primarily the Outreach and Water Resources HCP Science Coordinators.

The above duties are more particularly described in **Exhibit A** attached to this Contract and incorporated herein by this reference. To the extent of any inconsistency between Exhibit A and this Contract, this Contract will control.

If any of the services are to be performed on land that is owned by neither the Contractor nor the Conservancy, the Contractor shall be responsible for obtaining the landowner's prior permission before entering upon such land.

2. PAYMENTS.

A. Compensation. For all of the services described above and all goods and materials supplied and expenses incurred by the Contractor, the Conservancy shall pay the Contractor a fixed price total of \$9,102 in accordance with the estimated budget included in the attached **Exhibit A**. Total compensation shall not exceed \$9,102 without the prior written consent of the Conservancy.

Invoices may be requested not more often than monthly. The final invoice to be submitted with the completion of contractor's services

B. Terms of Payment: Invoices for services must be presented to the Conservancy before payment can be made. The Conservancy shall pay the Contractor within thirty (30) days after the Conservancy receives an invoice and accepts the service(s) performed. Payment will be sent by check.

3. TERM OF CONTRACT. This Contract shall begin on August 1, 2010 and shall expire on March 31, 2012 (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by the Conservancy.

4. PERFORMANCE OF WORK. The Contractor is qualified and willing to perform the services described above as an independent contractor in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of the Conservancy. The Contractor shall not be paid for any work found by the Conservancy to be unsatisfactory. If two or more persons or entities are identified as "the Contractor" on the first page hereof, their obligations hereunder shall be joint and several.

5. LIABILITY/INSURANCE. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against the state shall be submitted to the Tennessee Board of Claims or the Tennessee Claims Commission. The Contractor shall carry appropriate workers' compensation, hazard and liability insurance coverage during the term of this Contract

6. TERMINATION AND REMEDIES. The Conservancy may cancel this Contract at any time upon 30 days written notice. Should this occur, payment for work satisfactorily completed shall be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor's duties under this Contract, whether for circumstances within or beyond the control of the Contractor, the Conservancy may immediately terminate this Contract by written notice to the Contractor. The balance of amounts payable to the Contractor for work satisfactorily completed, if any, shall be paid to the Contractor. Notice of termination shall be sent to the Contractor's address listed on page 1.

Any and all claims against the Contractor, its officers, agents, and employees in performing any responsibility specifically required under the terms of this agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the University shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant T.C.A. Section 9-8-301, et. seq.

7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will lie solely within the purview of the Contractor. The Contractor is not to be considered an agent or employee of the Conservancy for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that the Conservancy provides for its employees. Neither the Conservancy nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

8. ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this Contract or subcontract for the work to be performed without the prior written consent of the Conservancy.

9. OWNERSHIP OF DOCUMENTS AND DATA Any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material (the "Works"), produced under this contract are the property of the Contractor. Data will be shared with the Conservancy through interim and final reports. Direct access to data shall be provided to the Conservancy in the event that it becomes necessary to resolve questions or scientific integrity. The Works may be used by the Conservancy for non-commercial uses with an acknowledgement that the Works were developed by the Contractor through funding made available by the Conservancy. Such non-commercial uses shall include the right to use, publish, or distribute such Works or analyses thereof in academic papers and scientific or academic journals (with or without co-authors)

The Contractor warrants and covenants to the Conservancy that the Contractor shall not infringe the intellectual property rights of others in the performance of this Contract, and that the Works are original to Contractor and do not infringe the intellectual property rights of others.

10. USE OF CONSERVANCY NAME/LOGO The Contractor may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except to the extent the work performed contemplates their inclusion in the final work product.

11. CONFIDENTIAL INFORMATION. During the course of the performance of this Contract, the Contractor may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Any such information acquired by the Contractor shall not be used, published, or divulged by the Contractor to any person, firm, or corporation or in any advertising or promotion regarding the Contractor or the Contractor's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

12. TAXES. The Contractor agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Conservancy on behalf of the Contractor, or employees of the Contractor. If appropriate, the Conservancy shall report all fees paid to the Contractor to the IRS on Form 1099.

13. COMPLIANCE WITH LAWS. The Contractor represents, warrants, and agrees that, in connection with the transactions contemplated by this Contract: (a) the Contractor can lawfully work in the United States; (b) the Contractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Contractor's services under this Contract; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Tennessee and any other jurisdiction(s) in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Contract (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

14. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS.

A. The Contractor hereby certifies:

i. The Contractor does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.

ii. The Contractor will take all reasonable steps to ensure that Contractor does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

iii. Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware or that is available to the public.

iv. The Contractor will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

i. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

ii. "Terrorist act" means:

a. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

b. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

c. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

iii. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

C. In the event that any material misrepresentation in this Certification is discovered during the term of this Contract, the Conservancy may elect to declare this Contract null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination. Notice of termination shall be given to contractor's address listed on page 1.

15. CERTIFICATION FOR CONFLICT OF INTEREST DETERMINATION. The Contractor certifies that the information it has provided in **Exhibit B Disclosure Form** is true and correct to the best of the Contractor's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Contract, the Conservancy may elect to declare this Contract null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to the Contractor for work satisfactorily completed against such damages. The balance of amounts payable to the Contractor for work satisfactorily completed, if any, shall be paid to the Contractor. Notice of termination shall be given to contractor's address listed on page 1.

16. CHOICE OF LAW/FORUM. This Contract shall be interpreted, construed and governed by the laws of Tennessee and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Contract, the Conservancy and the Contractor agree that litigation shall be conducted in Davidson County, Tennessee.

17. BINDING EFFECT/AMENDMENTS. This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

18. SEVERABILITY. If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.

19. U.S. GOVERNMENT LAWS AND REGULATIONS. The Contractor understands that this Contract will be funded by U.S. Government funding and that the Contractor shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed in the **Exhibit C – U.S. Government Laws and Regulations**.

20. STATE OF TENNESSEE APPROVAL AND GRANT PROVISIONS. Funding for this contract is provided by the Tennessee Wildlife Resource Agency of the State of Tennessee (TWRA), pursuant to a grant agreement signed by the TWRA on July 31, 2009 (Grant). As required by the Grant, this contract must be approved by the State of Tennessee and the provisions of the Grant entitled "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice" and "Records", are incorporated by reference and shall apply to the parties of this contract.

IN WITNESS WHEREOF, the Contractor and the Conservancy have executed this Contract, effective as of the last date written below.

THE NATURE CONSERVANCY

By: J. H. GRANAM, III
Print Name
Authorized Representative
[Signature]
Signature

Title: MAYOR

Date: 8/10/10

By: Gina Hancock
Print Name
Authorized Representative
[Signature]
Signature

Title: Associate State Director

Date: 8/16/10

Attorney approval: Not required per SOP

Date: 07/02/10

By: Becky Stinson email
(E.g. fax/ phone/ E-mail)

