

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

Crossville, Tennessee

THIS CONSULTING CONTRACT, effective on this the 16th day of December, 2025 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (“CONSULTANT”) and CROSSVILLE, TENNESSEE (“CLIENT”). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION LOCAL PARKS AND RECREATION FUND (TDEC-LPRF).

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 Local Parks and Recreation Fund; 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 LPRF, 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-LPRF 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. **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-LPRF 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 Thirty-Five Thousand, Nine Hundred Dollars (\$35,900.00).

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.

The Parties acknowledge that the Municipality is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503 et seq. Notwithstanding any provision of this Agreement to the contrary, the Municipality may disclose documents, materials, or information received under this Agreement as required by law, including in response to a public records request. The Client will, to the extent permitted by law, notify the Consultant prior to such disclosure and will assert any applicable exemptions to protect confidential or proprietary information designated by the Consultant. However, the Municipality's legal obligations under the Tennessee Public Records Act shall control, and compliance with such obligations shall not constitute a breach of this Agreement.

- 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. The CONSULTANT shall comply with applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee, and the local government(s).

- b. **Audits and Inspection/Access to Records/Record Retention:**

- (1) 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.

- (2) 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, unless written permission to destroy them is granted by the CLIENT.

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

ARTICLE IX –INDEMNIFICATION BY CONSULTANT

Consultant shall indemnify, defend, and hold harmless the Client, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (i) Consultant’s performance of this Agreement; (ii) any negligent or wrongful act or omission of Consultant, its employees, agents, or subcontractors; or (iii) Consultant’s breach of this Agreement.

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



President Date

Attest:

ATTACHMENT A

1. **CONTINUOUS PROJECT ADMINISTRATION** - The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of THIRTY-FIVE THOUSAND, NINE HUNDRED DOLLARS (\$35,900.00) to be invoiced periodically throughout the duration of the project based on the percentage of completion of the project. Service to be provided shall include:
 - a. Project Management
 - b. Project File Set-up
 - c. Regulatory compliance pertaining to the LPRF Project as directed by the Tennessee Department of Environment and Conservation
 - d. Preparation of pay requests
 - e. Project Close-out
2. **LOCAL COORDINATION** - The CONSULTANT shall not be responsible for the local coordination of force account or in-kind services. The CLIENT shall be responsible for the local coordination.
3. **ADDITIONAL SERVICES** - Should the CLIENT request additional services from the CONSULTANT, the CONSULTANT will charge the CLIENT at the hourly rate of the employee performing the work times a 1.4 overhead factor plus expenses.