

GRANT CONTRACT  
BETWEEN  
ARTS BUILD COMMUNITIES DESIGNATED AGENCY,  
Upper Cumberland Development District

AND  
City of Crossville

This Grant Contract, by and between the Arts Build Communities (ABC) Designated Agency, Upper Cumberland Development District, hereinafter referred to as the "ABC Designated Agency" and City of Crossville, hereinafter referred to as the "Grantee", is for the provision of Arts Build Communities program services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification: 62-6000277

Grantee Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

A.1. Project in Accordance with Application. The Grantee shall plan and execute one or more arts projects for the purpose of expanding, improving and developing the arts in Tennessee in accordance with application number 2506-26008 and the Grantee-submitted Revised Budget.

A.2. Use of Funds. The Grantee shall employ funds made available under these grants in accordance with the project/program submitted in application number 2506-26008 (which is on file with the ABC Designated Agency) for Downtown Revitalization, subject to the policies of the State and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purpose set forth in application number 2506-26008 and in the Grantee-submitted Revised Budget (if required), which replaces the grant budget within the original application.

A.3. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.

A.4. Affirmative Duty to Report Major Organizational Change. Grantees shall promptly notify the ABC Designated Agency in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on August 16, 2025, and ending on June 15, 2026. The ABC Designated Agency shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the ABC Designated Agency under this Grant Contract exceed One Thousand Six Hundred Fifty Dollars (\$1,650.00).

C.2. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grantee's current ABC Application and Revised Budget (if required) approved in the Tennessee Arts Commission online grants system, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit Request for Funds Forms and other required documentation prior to any reimbursement of allowable costs.

Funds may be drawn down in up to two (2) installments. Payment to the Grantee shall be an amount equal to forty percent (40%) of the total Grant amount paid in advance upon approval of this Grant Contract and receipt of the attached initial Request for Funds form by the ABC Designated Agency and an approved ABC application budget or Revised Budget (if required). An Itemized Expenditures sheet must be included with the Final Evaluation.

C.3. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.4. Disbursement Reconciliation and Close Out. The Grantee shall submit an ABC Final Evaluation documenting a full accounting of disbursements that are in agreement with the Revised Budget within thirty (30) days of the project end date or June 15, 2026, whichever is earlier.

The ABC Designated Agency shall not be responsible for any payments requested after June 15, 2026.

C.5. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.5.a., above, giving full details supporting the Grantee's request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

#### D. STANDARD TERMS AND CONDITIONS:

D.1. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee Arts Commission officials in accordance with applicable Tennessee State laws and regulations.

D.2. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the ABC Designated Agency shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the ABC Designated Agency for damages sustained by virtue of any breach of this Grant Contract by the Grantee to the extent allowed under the laws or Constitution of the State of Tennessee.

D.3. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

- a. Notwithstanding the foregoing, City of Crossville may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

D.4. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally 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.
- b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.5. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee 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. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

D.6. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.7. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.8. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.9. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the ABC Designated Agency as requested.

D.11. ABC Designated Agency Liability. The ABC Designated Agency shall have no liability except as specifically provided in this Grant Contract.

D.12. Force Majeure. The obligations of the parties to this Grant 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, acts of God, natural disasters, riots, wars, epidemics, or any other similar cause.

#### E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. Grantee may contact the ABC Designated Agency directly with any questions, changes or requests via the online grants system, first-class mail, email or phone. Some documentation must be submitted in writing with original signatures as required by the ABC Designated Agency or the Tennessee Arts Commission

The ABC Designated Agency:  
Jessica Duke  
Upper Cumberland Development District  
1104 England Dr  
Cookeville, TN 38506-4158  
jduke@ucdd.org  
Telephone #: 931-265-4863

The Grantee:  
City of Crossville  
Baylee Rhea  
392 N Main Street  
Crossville, TN 38555-4275  
baylee.rhea@crossvilletn.gov  
Telephone # 931-456-5680

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise not made available to the ABC Designated Agency, the ABC Designated Agency reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the ABC Designated Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the ABC Designated Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The preceding sentence does not apply to any institutions of Tennessee state government.

IN WITNESS WHEREOF:  
City of Crossville:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ABC DESIGNATED AGENCY NAME: Upper Cumberland Development District

DESIGNATED AGENCY SIGNATURE

DATE

## Invoice

Please return this request along with the signed contract to the ABC Designated Agency to receive the 40% advance associated with this grant contract.

Request to:

Jessica Duke

Upper Cumberland Development District

1104 England Dr

Cookeville, TN 38506-4158

Please pay 40% of One Thousand Six Hundred Fifty Dollars (\$1,650.00) under Arts Build Communities application number (App ID) 2506-26008:

\$

Payment to be made to:

City of Crossville

Baylee Rhea

392 N Main Street

Crossville, TN 38555-4275

APPROVED:

ABC DESIGNATED AGENCY SIGNATURE