

**CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC
AND
CROSSVILLE, TENNESSEE
Downtown Infrastructure Improvements Project
2011 Transportation Enhancement Program (TEP) Funding**

THIS IS AN AGREEMENT made as of October 11, 2011 between the City of Crossville, Tennessee (hereinafter called the CLIENT) and COMMUNITY DEVELOPMENT PARTNERS, LLC, (hereinafter called the CONSULTANT).

WHEREAS, the CLIENT has received notification of grant award for a Tennessee Transportation Enhancement Program (TEP); and

WHEREAS, the CLIENT desires to engage the CONSULTANT to render certain technical and professional services in connection with the administration of the Tennessee Transportation Enhancement Program; and

WHEREAS, the CONSULTANT agrees to administer the project in compliance with all applicable state and federal program guidelines on behalf of the CLIENT.

NOW, THEREFORE, BE IT RESOLVED THAT the CLIENT and CONSULTANT do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF THE CONSULTANT

The CLIENT hereby agrees to engage the CONSULTANT and the CONSULTANT agrees to provide administrative and project management assistance in support of the aforementioned TEP Contract. The CONSULTANT'S services shall be rendered in a prompt, timely and professional manner, and in accordance with appropriate State/Federal regulations, requirements and accepted TEP program management practices.

ARTICLE II - SCOPE OF SERVICES

The CONSULTANT shall provide technical and professional assistance to the CLIENT in satisfactorily undertaking and completing community development activities included in the above referenced TEP Project. Services rendered by the CONSULTANT in support of this project shall be those described in ATTACHMENT A to this AGREEMENT.

ARTICLE III - TIME OF PERFORMANCE

CONSULTANT services provided under this AGREEMENT shall commence upon the signing of this contract and will continue until the grant has been closed out and the CLIENT has received notice of grant completion. The CONSULTANT shall assist the CLIENT in ensuring, to the extent feasible, that the grant activities are undertaken and completed in accordance with the approved Implementation Plan.

ARTICLE IV - RESPONSIBILITIES OF THE CLIENT

The CLIENT agrees to provide, at no expense to the CONSULTANT, maps, documents and other readily available materials and information, and such other general assistance, as may be needed to facilitate fulfillment of the CONSULTANT'S obligations under this AGREEMENT. The CLIENT will be responsible for the coordination of all local force account or in-kind services to be undertaken as part of this project.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For satisfactory completion of all services specified under this agreement the CLIENT agrees to pay the CONSULTANT a fee of FORTY THOUSAND DOLLARS (\$40,000.00). Payments shall be due upon receipt of periodic written statements accurately setting forth the services and end products provided, and payments associated with such efforts as specified under ATTACHMENT A of this AGREEMENT. The CONSULTANT'S invoices and statements of services rendered shall be provided in a form and manner acceptable to the CLIENT and the Tennessee Department of Transportation.

ARTICLE IV TERMS AND CONDITIONS

The CONSULTANT and CLIENT agrees to the following terms and conditions:

1. Termination of Contract for Cause:

If, through any cause, the CONSULTANT shall fail to fulfill in the timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CLIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the CLIENT become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONSULTANT, and the CLIENT may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONSULTANT is determined.

2. Termination for Convenience of the CLIENT:

The CLIENT may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. IF the Contract is terminated by the CLIENT as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination day. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

3. Changes:

The CLIENT may, from time to time, request changes in the Scope of Services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written Amendments to this Contract.

4. Personnel:

a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.

b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability:

The CONSULTANT shall not assign any interest on its contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CLIENT thereto. 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 furnished promptly to the CLIENT.

6. Reports and Information:

The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish to the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits:

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for three years after the expiration of the Contract unless permission to destroy them is granted by the CLIENT.

8. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CLIENT agrees that they shall not be made available to any individual or organization without the prior written approval of the CONSULTANT.

9. Copyright:

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONSULTANT.

10. Compliance with Local Laws:

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CLIENT harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity:

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship interests of the United States.

12. 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. With regard to all aspects of the contract COMMUNITY DEVELOPMENT PARTNERS certifies and warrants it will comply with this policy.

13. Interest of Members of the Client:

No member of the governing body of the CLIENT and other officer, employee, or agent of the CLIENT who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

15. Interest of the CONSULTANT and Employees:

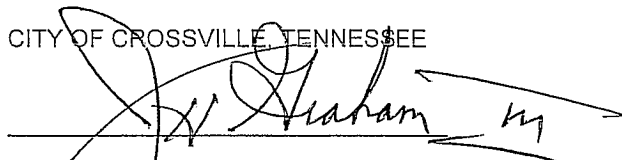
The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. Additional Services:

Should the need for additional services from the CONSULTANT be requested by CLIENT, then the CONSULTANT shall charge the CLIENT at the hourly rate of the employee that is performing the services times a 1.4 overhead factor plus expenses. The CLIENT and CONSULTANT can also negotiate a lump sum price for the additional services. Additional services shall be authorized through an addendum to this AGREEMENT.

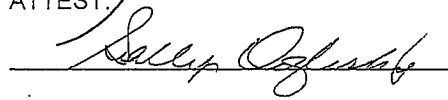
IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT AGREEMENT on _____, 2011.

CITY OF CROSSVILLE, TENNESSEE



Title: Mayor

ATTEST:

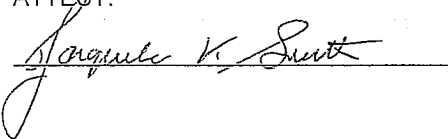


COMMUNITY DEVELOPMENT PARTNERS, LLC



Title: Vice President

ATTEST:



ATTACHMENT A

1. **PROJECT ADMINISTRATION** - The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of FORTY THOUSAND DOLLARS (\$40,000.00) 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. Environmental Compliance
 - b. Project File Set-up and Maintenance
 - c. Regulatory compliance pertaining to the TEP Project as directed by the Tennessee Department of Transportation
 - 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.