

CONTRACT AGREEMENT

between

Community Development Partners, LLC

and

City of Crossville, Tennessee

THIS AGREEMENT, entered into as of this 20th day of January, 2022 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (herein called the *CONSULTANT*) and the City of Crossville, TENNESSEE (herein called the *CLIENT*). The Agreement pertains to the AMERICAN RESCUE PLAN ACT (ARPA).

Whereas the *CLIENT* desires to engage the *CONSULTANT* to render professional administrative management services (professional services) and to advise the *CLIENT* on complying with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA); and the *CONSULTANT* agrees to provide professional advice to the *CLIENT* on complying with ARPA. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT*, 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 Agreement by both parties and will remain in effect until completion and closeout of ARPA activities unless terminated in writing.

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. **Office Space:** The *CONSULTANT* agrees to maintain office space and facilities required to perform all services as called for under this Agreement at no expense to the *CLIENT*.
- c. **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 contract or agreement and shall be subject to each provision of this Contract.
- d. **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 direct bearing on the ARPA funding for the *CLIENT*, at no expense to the *CONSULTANT*.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Agreement, 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 Agreement). 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 shall be One Hundred Thirty Nine Thousand Dollars (\$139,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If through any cause the *CONSULTANT* shall fail to fulfill in a 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. 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 just and equitable compensation for any work satisfactorily completed on such documents or materials.

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.

- 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 just and equitable compensation for any work satisfactorily completed on such documents and materials. 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. If this Contract is terminated due to the fault of the *CONSULTANT*, the above clause relative to termination shall apply.

- 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*.
- 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).
- 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 *CONSULTANT* shall take appropriate steps to assure compliance.

- f. **Interest of the *CONSULTANT*:** The *CONSULTANT* covenants that he 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 considered to be an integral part of the Scope of Services herein. Under this Agreement, all 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.

IN WITNESS WHEREOF, the *CLIENT* and the *CONSULTANT* have caused this Agreement 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 SERVICES

The consultant shall support effective management and oversight, including consultation for ensuring compliance with regulatory and other requirements for funds awarded to the City of Crossville under Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA).

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

DELIVERABLES		AMOUNT
1	Planning	\$20,850.00
	<ul style="list-style-type: none"> A. Community and stakeholder outreach/engagement where required B. Review Master Plan, comprehensive plans, or other plans to identify projects or activities that may be eligible for SLFRF funding C. Formulate goals, recommendations, and establish priority of eligible activities per Interim/Final Rule and Guidance for State and Local Fiscal Recovery Funds, best practices, local context, and community need D. Develop documentation for eligible projects, activities, and uses of funds E. Draft and coordinate with the City's staff to submit initial spend plan to State of Tennessee Department of Finance & Administration (F&A) 	
2	Reporting and Monitoring	\$30,580.00
	<ul style="list-style-type: none"> A. Create, complete, and maintain filing system of documentation and data for use of funds B. Prepare and coordinate with the City's staff to submit Performance and Financial Reports to the US Treasury as required by the Interim/Final Rule, and Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds C. Prepare and coordinate with the City's staff to submit annual spending plan updates to State of Tennessee Department of F&A D. Provide monthly or periodic status report regarding use and status of funds for officials and staff E. Provide electronic and other communications with local, state, federal entities F. Assist with the education and training of staff that may be involved with various aspects of SLFRF 	
3	Equal Opportunity/Title VI	\$6,950.00
	<ul style="list-style-type: none"> A. Civil Rights compliance and reporting B. DBE Solicitation for competitive bid C. On-site poster documentation 	

DELIVERABLES		AMOUNT
4	Project Management	\$41,700.00
	<ul style="list-style-type: none"> A. Develop and manage procedures and practices for determination of subrecipient, contractor, and beneficiary eligibility B. Procurement, Suspension & Debarment monitoring to ensure procurement/payments are consistent with federal, state, local guidelines C. Coordinate with the City's staff, technical consultants/engineers to formulate front-end bid manual that is consistent with local purchasing requirements, Uniform Guidance, and compliance guidance for SLFRF D. Review, proposals, contracts, requests for payments and other purchasing documentation to ensure compliance using federal funds E. Collect, evaluate, and manage programmatic documents and data on each project F. For any infrastructure project, assist in establishing applicable labor standards, establish contractor reporting requirements, and monitor contractors for compliance 	
5	Financial Management	\$30,580.00
	<ul style="list-style-type: none"> A. Work with the City's staff to establish reporting and internal methods to record, disburse, and track funds in accordance with Uniform Guidance and Compliance and Interim/Final Rule for SLFRF B. Coordinate pre-reimbursement set up C. Work with the City's staff to review payment request for each eligible project D. Propose corrective action to ensure compliance E. Perform internal control/risk assessment as needed or required F. Provide other assistance/oversight to ensure funding is retained 	
6	Audit and Closeout	\$8,340.00
	<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		\$139,000.00

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.