

CITY OF SPRING HILL, TN
2020 LPRF Walnut Street Skate Park Enhancements & Fischer Park at Port Royal Enhancements

Agreement for Grant Administration Services

THIS AGREEMENT, entered into as of September 8, 2022 by and between the City of Spring Hill (hereinafter called the "City") and the South Central Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the **Walnut Street Skate Park Enhancements & Fischer Park at Port Royal Enhancements** (hereinafter called "Project"), being financed with a Local Park and Recreation Funds grant from the Tennessee Department of Environment and Conservation (TDEC).

WHEREAS, the LPRF does not require a solicitation for administrative services when this service is provided by the South Central Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer this project:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and the proper manner the following services:
 - a. Provide administrative assistance to the City through staff that is trained and/or approved by the TDEC.
 - b. Set up administrative record keeping files for the City.
 - c. Manage compliance with environmental requirements.
 - d. Assist in removing any contract conditions and securing release of funds.
 - e. Assist in any necessary documentation of beneficiaries.
 - f. Assist in establishing procedure for financial management of contract funds.
 - g. Prepare and submit any necessary budget amendments.
 - h. Assist in meeting Equal Opportunity requirements and construction wage and employment requirements.
 - i. Monitoring of records for completeness.

- j. Assistance as necessary in complying with the acquisition process under the Uniform Relocation Assistance Act.
 - k. Preparation, coordination and/or submission of all necessary reports, forms and documents.
 - l. Any and all other technical assistance requested and required by the City in completion of their LPRF Grant in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The City agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by LPRF, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$9,999.00** for grant administrative costs which are grant eligible expenses and included in the project budget.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, or national origin. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor 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 performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
12. Attachment to the contract "FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR" dated September 8, 2022 between the Contractor and the City have signed the attachment and understand the Certification of Contractor Regarding Conflicts of Interest, Lobbying, Non-Discrimination, Public Accountability and Public Notice signed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

City of Spring Hill

Witness

By:

Jim Hagaman, Mayor

South Central Tennessee Development District

Witness

By:

Jerry Mansfield, Executive Director

Dates of the Contract

Beginning: September 8, 2022

Ending: August 29, 2025



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
RECREATION EDUCATIONAL SERVICES**

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR
REGARDING CONFLICTS OF INTEREST,
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: **(check one)**

- Local Park & Recreation Fund (LPRF)** **Land & Water Conservation Fund (LWCF)**
 Recreation Trail Program (RTP) **Other** _____

The Contractor, SCTDD, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: City of Spring Hill, TN (*the Grantee*) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **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.
2. **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 sub-recipients 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.

3. **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.

4. 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.

5. 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.
6. 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.

**Grantee's Authorized Representative:
(USUALLY MAYOR)**

Signature

Print Name

Title

Date

CONTRACTOR: _____

Signature

Print Name

Title

Date