

## **AMERICAN RESCUE PLAN GRANT ADMINISTRATION SERVICES**

**This Agreement** is made and entered into by and between \_\_\_\_\_ County, Tennessee (the "County") or and Tennessee Utility Assistance, LLC (the "Consultant")

1. **Scope of Services.** Consultant agrees to provide grant administration services to the County in connection with its non-competitive grant application to the Tennessee Department of Environment and Conservation (TDEC) for the State of Tennessee American Rescue Plan Act (ARP) funds which have been allocated to the County for water, wastewater and stormwater infrastructure projects under TDEC's Water Infrastructure Investment Plan. These services include the following:

- Using the TDEC grant management system to prepare the County's grant application in accordance with TDEC's grant manual, grant application and any other guidance provided by TDEC;
- Assisting in preparing or preparing the County's Title VI Pre-Audit Survey, Supplier Direct Deposit Authorization Use, future invoices for reimbursement requests and state approvals, and other required documents and submit these documents to TDEC using TDEC grant management system or other means as necessary;
- Providing timely reports to TDEC during the grant award period in accordance with the terms and conditions of the TDEC grant contract with the County;
- Assisting the County in maintaining accounting records for compiling and reporting accurate financial data in accordance with appropriate accounting standards and principles;
- Ensuring that all State ARP funds used for water, wastewater and stormwater infrastructure projects are used in compliance with the United States Treasury's Final Rule;
- Assisting the County in complying with federal reporting requirements found in 2 C.F.R. Part 200 and the Compliance and Reporting Guidance issued by the United States Treasury for State and Local Fiscal Recovery funds under American Rescue Plan Act (ARPA); and
- Providing any other needed grant administration services.

2. **Compensation and Method of Payment.** The parties acknowledge that TDEC is allowing up to 6% of the County's total grant contract to be used for reasonable and allocable administrative expenses. To compensate Consultant for the work to be performed under this Agreement, the County agrees to pay Consultant 3% of the amount of the projects included in

the County's grant contract with TDEC as its fee. This fee will be paid in accordance with the following schedule:

- 25% upon the submission of the grant application to TDEC
- 25% upon the execution of the grant contract with TDEC
- 25% upon the payment of 50% of the cost of all projects included in the grant contract
- 10% upon the payment of 75% of the cost of all projects included in the grant contract
- 10% upon the payment of 100% of the cost of all projects included in the grant contract
- 5% upon the completion of all documents to bring the County into full compliance with the grant contract.

3. County Point of Contact. For purposes of this Agreement, the County shall designate an authorized person to serve as the primary point of contact to the Consultant. All communications about the grant administration services shall be directed to this point of contact who shall direct Consultant to others as appropriate.

4. Provision of Information. The County shall furnish the Consultant all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the grant administration services outlined in this Agreement. No charge will be made to the Consultant for such information, and the County will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Agreement.

5. Amendment and Changes in Work. No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

6. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties agree to resolve all disputes arising under this Agreement in accordance with this Section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including a determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or ARPA program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a qualified, mutually agreeable Rule 31 mediator to be held in \_\_\_\_\_ County. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

7. Termination of Agreement for Convenience. Either the County or the Consultant may terminate this Agreement at any time by providing at least ten (10) day notice in writing to the other party to this Agreement. If the Agreement is terminated, the Consultant will be paid a pro rata share of the compensation set forth in Section 2 up to the termination date. In such event, all

finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the County, become its property.

8. Independent Contractor. Nothing herein shall be construed as creating an agency relationship. The City shall not control the manner in which Consultant performs its duties under this agreement, and the parties agree the Consultant shall perform these duties as an independent contractor. The Consultant shall maintain independent discretion over the means, method, and manner in which it performs the services under this Agreement.

9. Severability. If any portion of this agreement is found to be unenforceable, the remaining provisions shall be enforceable and shall not render the contract void.

10. Compliance with Laws. The Consultant, shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

11. Entire Agreement. The parties agree that this Agreement is the complete expression of the agreement. Any oral or written representatives or understandings not incorporated in this Contract are specifically excluded.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

\_\_\_\_\_ COUNTY, TENNESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENNESSEE UTILITY ASSISTANCE, LLC

By: \_\_\_\_\_  
Bob Freudenthal, President

Date: \_\_\_\_\_