

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
ASHLAND CITY MUNICIPAL GOVERNMENT
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between ASHLAND CITY MUNICIPAL GOVERNMENT (“CLIENT”) and the GREATER NASHVILLE REGIONAL COUNCIL (“GNRC”), is for the provision of professional services. The GNRC and CLIENT may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

A. SCOPE OF SERVICES:

Scope of Services. GNRC agrees to provide, upon authorization from the CLIENT, one or more activities identified from the “Scope of Services” described in Exhibit A and incorporated into this Contract.

B. TERM OF CONTRACT:

The parties agree that this Contract will be effective for the period beginning on January 1, 2022 (“Effective Date”) and ending on June 30, 2026 (“Term”).

C. PAYMENT TERMS AND CONDITIONS:

C.1. Compensation and Task Orders. The CLIENT agrees to pay GNRC according to the fee schedule included in Exhibit A. The CLIENT will authorize the amount of compensation through the issuance of Task Orders which shall be made part of this Agreement upon the signature of the CLIENT and GNRC representatives identified in D.2. The Task Order shall identify the compensation amount and period of performance. All work shall be conducted within the effective period of this contract as identified in Section B.

C.2. Progress Reports. The GNRC will submit to the CLIENT a narrative report along with each invoice describing the work performed or services provided during the billing period.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations, or bylaws.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally-recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, or email address.

CLIENT:
JT SMITH
COUNTY MAYOR
233 TENNESSEE WALTZ PARKWAY, SUITE 103
ASHLAND CITY, TN 37015
EMAIL: jtsmith@ashlandcitytn.gov
PHONE: 615-792-4211

GNRC:
MICHAEL SKIPPER
EXECUTIVE DIRECTOR
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG CC: MMILLS@GNRC.ORG
PHONE: 615-880-3540

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Termination for Convenience. The agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CLIENT be liable to GNRC for any service which has not been rendered. The final decision as to the amount for which the CLIENT is liable shall be determined by the CLIENT.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final

payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

- D.10. Monitoring. The CLIENT understands and agrees that GNRC's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the CLIENT as well as other entities including without limitation the U.S. Department of Economic and Community Development the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.12. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.13. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.14. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.15. Force Majeure. The obligations of the Parties 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.18. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.21. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits.
- D.22. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.23. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.24. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.
- D.25. Cost Sharing Allowance. The CLIENT understands that revenue from this contract may be pooled with funding provided by other GNRC member governments seeking similar services. Further, the CLIENT understands funding provided to GNRC by the CLIENT as a result of this contract may be used to satisfy non-federal matching requirements of state and federal grant programs which are made available by GNRC to share in the costs of delivering or supplementing the scope of services identified in Part A of this contract.

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Exhibit A

Scope of Services

A1. BACKGROUND

The Ashland City Municipal Government (“CLIENT”) is a formal member of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. The CLIENT has requested technical assistance from GNRC to support the CLIENT’s goal of accessing state and federal grant funds to invest in local government infrastructure and services.

A2. TECHNICAL ASSISTANCE ACTIVITIES

The CLIENT may authorize GNRC to conduct one or more of the following types of activities through the term of the agreement.

- **Ad Hoc Grant Planning Workshops:** A half day workshop with the CLIENT to evaluate project ideas, potential funding sources, and recommendations for preparing for grant announcements.
- **Ad Hoc Community Prioritization Workshops:** GNRC can facilitate a full day workshop with the CLIENT and its stakeholders to assess community needs and priorities, evaluate project ideas, and to identify local resources that can be used to leverage state or federal grant funds. The workshop can be conducted in a single session or designed to offer breakout or concurrent sessions with smaller groups focused on specific topics as needed to meet the CLIENT’s objectives.
- **Ad Hoc Research and Mapping Support:** GNRC can provide ad hoc services to identify available grant opportunities, assess and document best practices of peer communities, and analyze or map local trends and conditions related to demographics, socioeconomics, infrastructure, environmental quality, public attitudes and opinions, among other topics.
- **Grant Writing or Application Assistance:** GNRC can lead or assist in the development of grant applications and assist the CLIENT with application submissions to granting agencies.
- **Environmental Reviews:** Federal grants awarded through state and federal agencies must comply with the requirements of the National Environmental Policy Act (NEPA). GNRC can lead or assist in environmental reviews to include the necessary documentation of exempt projects and categorical exclusions up to the completion of an Environmental Assessment document.
- **Grant Administration:** GNRC can provide project management support or serve as the grant administrator for grants awarded to the CLIENT. Grant administration services include 1) establishing proper filing systems, 2) assisting with procurement and recordkeeping in accordance with local, state, and federal laws, 3) managing meetings and contracts with vendors or contractors, and 4) preparing and submitting required reports.

A3. FEE SCHEDULE

SERVICE	FEE SCHEDULE
Grant Planning Workshops	\$750 flat fee for to include approximately 8 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials
Community Prioritization Workshops	\$5,000 flat fee to include approximately 55 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials.
Research and Mapping Support	Priced per project based on the required level of effort.
Grant Writing	Priced per project based on the required level of effort.
Environmental Reviews	Priced per project based on the required level of effort.
Grant Administration	Priced per project based on the required level of effort.

A4. BUDGET ASSUMPTIONS

Project budgets include the following costs:

- GNRC labor and associated fringe and indirect costs
- GNRC use of its licensed software applications and databases
- General office printing and project-related supplies
- Local mileage and parking for GNRC project personnel

The contract budget does not include direct or indirect costs incurred by the CLIENT in relation to any grant being administered by GNRC. Excluded costs include expenses for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal services or legal advice to the CLIENT as part of this agreement.