

**STATE OF TENNESSEE  
CITY OF MOUNT PLEASANT  
CONTRACT FOR PROFESSIONAL SERVICES  
#31126**

March 11, 2026

1. **Parties.** This contract is made and entered into by and between City of Mount Pleasant, TN (City) and SCHAUS LLC (SCHAUS).
2. **Purpose.** City of Mount Pleasant hereby engages the services of SCHAUS, and SCHAUS hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope.** The intent of this contract is to assist City of Mount Pleasant with FEMA Consulting including Grant Management, Project Management, and Category Z Assistance. Projects will include Hazard Mitigation Grant Management, Homeland Security Grants, Flood Mitigation Grants, and FEMA Reimbursements if required. SCHAUS will also assist City of Mount Pleasant with FEMA Debris Plans, Debris Removal/Monitoring Request for Proposals and Contract Templates.

**Scope of Services:**

1. SCHAUS will provide experienced personnel to complete the above Scope.
2. SCHAUS will represent the City for required follow-through with the Tennessee Emergency Management Agency, TDEQ, and FEMA.
3. Represent City of Mount Pleasant at the Applicant Briefings, prepare necessary FEMA applications/documents and gather documents intended to recover both straight and overtime wages as accumulated by the City.
4. Management of Hazard Mitigation Grants, Homeland Security Grants, and Flood Mitigation Grants.
5. SCHAUS will assist in collecting and constructing Project Worksheets for all FEMA Categories A-Z as requested.
6. Review Insurance Claims with FEMA and Insurance Companies.

**Deliverables upon activation:**

1. SCHAUS will provide experienced personnel to oversee projects.
2. SCHAUS will represent City of Mount Pleasant for required follow-through with TEMA and FEMA.

**City of Mount Pleasant Responsibilities:**

1. City will assign a single Point of Contact for each project.
2. Provide legal agreements that may surface for FEMA/TEMA related issues.
3. Provide legal approvals and opinions associated with Projects.
4. Provide user access to the existing FEMA Grants Portal.
5. Provide TEMA and FEMA with a letter advising that SCHAUS LLC will have authority to represent City of Mount Pleasant for related matters.

4. **Period of Performance.** The period of performance of services under this Contract shall be for one year beginning on March 11, 2026 through March 10, 2027 and include automatic renewals for an additional 4 years beginning on January 1 each year. SCHAUS may request price adjustments within the Contract time frame for City approval. Notice of any cancellation must be sent to SCHAUS in writing at least thirty (30) days prior to the effective termination date.
5. **Consideration and Method of Payment.** Consulting upon activation will require Hourly rates reviewed annually for updates. Rates for 2026 (March 11, 2026 through March 10th, 2027) are as follows:

<b>POSITIONS /FEE SCHEDULE</b>	<b>HOURLY RATES</b>
Sr. FEMA Project Manager/Planner/Consultant	\$120.00/hour
FEMA Project Manager/Consultant	\$110.00/hour
Field/Technical Consultant	\$ 90.00/hour
Financial Manager	\$100.00/hour
Data Entry	\$ 60.00hour
Clerk	\$ 40.00/hour

**Expenses:**

Copies, Photo Documentation, GIS Printing, Scanning and Hotels                      \$At Cost + 5%

Mileage, Meals at Current IRS Rate and State  
Per Diem Rates (Over 50 Miles from Mt. Pleasant, TN).

SCHAUS will bill City of Mount Pleasant monthly for Services net 30.

Should City of Mount Pleasant not desire to continue to utilize the services of SCHAUS, then City of Mount Pleasant shall notify SCHAUS in writing 30 days in advance, upon cancellation and the City shall be under no further obligation under this contract.

6. **Relationship of Parties.** It is expressly understood and agreed that City of Mount Pleasant enters into this Contract with SCHAUS based on the purchase of Professional Services and not based on an employer-employee relationship. For all purposes under this Contract:
- A. SCHAUS represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of City of Mount Pleasant without approval of the City.
  - B. Any person or subcontractor employed by SCHAUS to perform the services hereunder shall be the responsibility of SCHAUS, who shall have the sole right to hire and discharge its employees.

C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SCHAUS for services rendered shall be paid with no withholdings or deductions being made by City of Mount Pleasant for any purpose except as provided in Paragraph 7 herein.

SCHAUS shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of and shall pay any Tax and any withholdings that may be required.

7. **Termination for Cause.** If, through any cause, SCHAUS shall fail to fulfill in a timely and proper manner, as determined by City of Mount Pleasant, its obligations under this Contract, or if SCHAUS shall violate any of the covenants, agreements, or stipulations of this Contract, City of Mount Pleasant shall thereupon have the right to terminate the Contract by giving written notice to SCHAUS of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by City of Mount Pleasant in its sole discretion. In the event of such termination, SCHAUS shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by SCHAUS in connection with this Contract as of the date of receipt of Notification of Termination. Such compensation shall be based upon the fees set forth in Paragraph 5.

Notwithstanding the above, SCHAUS shall not be relieved of liability to City of Mount Pleasant for damages sustained by City of Mount Pleasant by virtue of any breach of this Contract by SCHAUS and City of Mount Pleasant may withhold any payments to SCHAUS for the purpose of set off until such times as the exact amount of damages due to City of Mount Pleasant from SCHAUS are determined.

8. **Termination for Convenience.** Either City of Mount Pleasant or SCHAUS may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. SCHAUS shall be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of SCHAUS covered by the Contract, less payments previously made.
9. **Ownership of Documents and Work Product.** Except as otherwise required by law with regard to the confidentiality of patient records, all documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SCHAUS specifically at the request and solely for the use of City of Mount Pleasant, which information is not of the sort that would be compiled in the ordinary course and scope of SCHAUS regular business activities, shall be owned by City of Mount Pleasant upon completion or termination of this agreement. City of Mount Pleasant reserves the rights to any and all information and/or materials collected on its behalf.

SCHAUS assures that any and all information regarding clients of City of Mount Pleasant will be kept strictly confidential pursuant to current state and local requirements and will

become the property of City of Mount Pleasant. SCHAUS further assures us that City of Mount Pleasant shall have full access to all information collected.

SCHAUS is prohibited from use of the above-described information and/or materials without the express written approval of City of Mount Pleasant.

10. **Agreements by SCHAUS.**

Subcontractors. It is understood and agreed that SCHAUS may enter into agreements or subcontracts with qualified entities, to fulfil the obligations contained in this agreement. Any such contracts, subcontracts or agreements shall include or incorporate by reference, the terms and conditions of this agreement. SCHAUS shall bear full responsibility for the performance of any and all contractors and subcontractors.

Subcontractor Liability. In any agreement or subcontract for the performance of any service or services under this agreement, SCHAUS shall require a contractor or subcontractor to indemnify, release, save and hold harmless City of Mount Pleasant from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney fees arising under this agreement.

SCHAUS shall require any and all licensed professionals either employed by or under a contract/subcontract to SCHAUS to perform services under this Contract shall be fully responsible and liable to SCHAUS and City of Mount Pleasant for work performed or any omission by any associates, employees and/or consultants. SCHAUS shall require that any such licensed professional (example: Engineers, Environmentalist, etc.) carry errors and omissions insurance coverage in an amount equal to at least one million (\$1,000,000.00), to include all associates, employees and/or consultants, and that the cost thereof shall be born by the licensed professional. Such errors and omissions coverage shall remain in full force and effect for the period of time that the professional or subcontractor is responsible for performance of any part of this Contract.

11. **Record Retention and Access to Records.** SCHAUS shall maintain, and shall make available to City of Mount Pleasant, any state agency authorized to audit City of Mount Pleasant, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

12. **Modification or Amendment.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.

13. **Assignment.** SCHAUS may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of City of Mount Pleasant. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall

be void.

14. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power there under at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
15. **Funding.** It is expressly understood by the parties hereto that the fulfillment of the obligations of City of Mount Pleasant under this agreement is conditioned upon the availability of City of Mount Pleasant funds. In the event that funds are insufficient or otherwise unavailable to satisfy payments due under this agreement, City of Mount Pleasant shall satisfy all payment request of completed service by the SCHAUS and shall notify SCHAUS to cease work.
16. **Indemnification.** SCHAUS agrees to indemnify, defend, save and hold harmless City of Mount Pleasant from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney fees, arising out of or caused by SCHAUS, its agents, subcontractors, or employees in the performance of this Contract.
17. **Governing Law and Legal Remedies.** This Contract shall be construed and governed in accordance with the laws of the State of Tennessee. SCHAUS expressly agrees that under no circumstances shall City of Mount Pleasant be obligated to pay an attorney's fee or the cost of legal action to SCHAUS.  
  
SCHAUS and City of Mount Pleasant agree that the courts of general jurisdiction of City of Mount Pleasant, and appropriate appellate courts therefrom, shall have exclusive venue and jurisdiction for the litigation and resolution of any dispute regarding this Contract.
18. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Tennessee or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
19. **Disputes.** Any dispute concerning a question of fact arising under this Contract may be disposed of by good faith negotiation between a duly authorized representative of City of Mount Pleasant and SCHAUS. Such a resolution shall be reduced to writing, executed by both parties, and a copy thereof mailed or furnished to the SCHAUS and shall be final and conclusive, unless within ten (10) days from the date of such resolution, SCHAUS mails or furnishes to City of Mount Pleasant a written request for review.
20. **Compliance with Laws.** SCHAUS shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America or any agency thereof, the State of Tennessee or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Contract. Specifically, but not limited to, SCHAUS shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Contract because of race, color, sex, age, religion, national origin or disability.

21. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth following:

CITY OF MOUNT PLEASANT TENNESSEE:

Bill White, Mayor  
100 Public Square  
Mt. Pleasant, TN 38474

SCHAUS LLC:

Sonya Shows, President, and CEO  
SCHAUS LLC  
PO Box 331  
211 South Front Street  
Ellisville, MS 39437

The parties agree to promptly notify each other of any change of address.

22. **No Liability of City of Mount Pleasant Officials and Employees.** No board member, administrator, official, agent or employee of City of Mount Pleasant shall be personally liable to SCHAUS or any other person or entity, including a third-party beneficiary, in the event any provision of this Contract is unenforceable; there is any default or breach by the City; for any amount which may become due under this Contract; or on any obligations under the terms of this Contract.
23. **No Third-Party Beneficiaries.** Except as expressly provided herein, this Contract shall be construed to benefit the parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency. No person who is not a party to this Contract shall have any right to enforce any of its terms, even if indirectly benefited by it.
24. **Open Records.** Notwithstanding any other provision of the Contract Documents, the parties acknowledge and agree that City of Mount Pleasant is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., including disclosure of the Contract and any other documents or records subject to release pursuant to the Tennessee Open Records Act.
25. **Certification Regarding Israel.** By execution of this Contract, SCHAUS certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto in duplicate originals.

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF MOUNT PLEASANT**

By: \_\_\_\_\_  
Bill White, Mayor

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SCHAUS LLC**

By: \_\_\_\_\_  
Sonya Shows  
President and CEO