

**DRAFT**

**ADMINISTRATIVE SERVICES AGREEMENT  
TDEC NON-COMPETITIVE ARP INFRASTRUCTURE GRANT PROGRAM**

This Agreement is made and entered into by and between the Town of Walden, Tennessee hereinafter called (the "Town") and Southeast Tennessee Development District hereinafter called ("SETD"). Effective date of service(s): December 17, 2021, through December 31, 2026.

1. Scope of Services. SETD agrees to provide grant administration services to the Town 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 Town 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 Town'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 Town'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 Town;
- Assisting the Town 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 Town 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 all other needed grant administration services.

2. Compensation and Method of Payment. The parties acknowledge that TDEC is allowing up to 6% of the Town's total grant contract to be used for reasonable and allocable administrative expenses. To compensate SETD for the work to be performed under this Agreement, the Town agrees to pay 3% of the amount of the projects included in the Town's grant contract with TDEC as its fee. This fee will be billed quarterly until the completion and closeout of all projects not to exceed the contract amount of \$20,570.

- a. This is an acknowledgement that Treasury ARP SLFRF financial assistance is being awarded and used to fund all or a portion of this administrative agreement. SETD will comply with all applicable

Federal law, regulations, executive order, Treasury policies, procedures and directives.

b. Rates & Pricing – See Exhibit A.

3. Town Point of Contact. For purposes of this Agreement, the Town shall designate an authorized person to serve as the primary point of contact to SETD. In return, SETD will assign a project administrator as the Town's single point of contact. All communications about the grant administration services shall be directed to this point of contact who shall direct SETD to others as appropriate.

4. Provision of Information. The Town shall furnish the SETD 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 SETD for such information, and the Town will cooperate with the SETD in every way possible to facilitate the performance of the work described in this Agreement.

5. Access to Records:

- a. SETD agrees to provide the Town, TDEC, Treasury, the Comptroller of the United States, or any other authorized representatives access to any documents, papers, and records which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. SETD agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. SETD agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

6. Amendment and Changes in Work. Amendments, modifications, or renewal of this Agreement shall be allowable, allocable, within the scope of this administrative agreement, and reasonable for the completion of the project scope. Any such modification and or change must be approved by both parties and an amendment outlining this modification and/or change must be signed by both parties and attached to the original agreement.

7. 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 the Town. 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.

8. Termination of Agreement for Convenience. Either the Town or the SETD 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, SETD will be reimbursed for all costs incurred and 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 SETD under this Agreement shall, at the option of the Town, become its property.

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. SETD, shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement. SETD acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to SETD's actions pertaining to this administrative 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.

Town of Walden

Southeast Tennessee Development District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lee Davis, Mayor of Walden

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles H. Hammonds, Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Attachments:

Certification Regarding Debarment, Suspension & Other Responsibility Matters  
Byrd Anti-Lobbying Amendment Certification  
Iran Divestment Act Certification  
Non-Boycott of Israel Certification

**DETAIL OF ADMINISTRATIVE COSTS****Town of Walden-TDEC ARP SWIG****Name of Person or Firm Providing Services: Southeast Tennessee Development District**

<b>TASK</b>	<b>Projected Number of Hours</b>	<b>Amount</b>
<b>1. PROJECT FILES</b>	<b>8</b>	<b>\$1,570.00</b>
A. Set-Up		
B. Monthly Maintenance/Update		
<b>2. PROJECT DEVELOPMENT</b>	<b>20</b>	<b>\$4,000.00</b>
A. Meeting with Local Governments		
B. Grant Development		
1. Time Writing		
2. Coordination		
3. QA/ QC-TDEC/ EY/ B3		
4. Engineering & Community Follow Up		
<b>3. PROJECT MANAGEMENT</b>	<b>20</b>	<b>\$4,000.00</b>
A. City/ County Coordination		
B. Engineering Coordination		
C. Attend Bid Opening/Prepare Minutes		
D. Notice of Contract Award/Pre-Construction Conference		
E. Coordinate and Conduct Pre-Construction Conference		
F. Prepare Minutes of Pre-Construction Conference		
G. Bid Advertisement Documentation for Files		
H. Bid Tabulation Documentation for Files		
I. Executed Bid Document/Specs including Certifications		
J. Contractor Recommendation Letter		
K. Contractor/Subcontractor Eligibility Verification		
L. Notice to Proceed		
O. Consultation with Engineer, State, Other Funding Agency		
P. Release of Liens/Certificate of Completion/Final Inspection		
<b>4. FINANCIAL MANAGEMENT</b>	<b>25</b>	<b>\$5,000.00</b>
A. Authorized Signature Cards		
B. Designation of Depository		
C. Requests for Payment		
D. Payment of Invoices		
E. Posting of Accounting Records (Local Level)		

- F. Budget Spreadsheets
- G. Budget Revisions

<b>5. STATE MONITORING</b>	<b>15</b>	<b>\$3,000.00</b>
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- A. First TA Visit
- B. Monitoring Visit
- C. Compliance Close-Out Visit
- D. Financial Close-Out Visit

<b>6. CLOSE-OUT</b>	<b>15</b>	<b>\$3,000.00</b>
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- A. Close-out Paperwork
- C. Financial Report in Close-Out Package
- D. File Review

<b>ADMINISTRATION TOTAL</b>	<b>103</b>	<b>\$20,570.00</b>
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**STATE OF TENNESSEE**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.


**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000** *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal 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.
- If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	4/19/2023
<b>Signature of Authorized Representative</b>	<b>Date</b>
Chuck Hammonds, Executive Director	(423) 424-4264, chammonds@sedev.org
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>



**STATE OF TENNESSEE**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	4/19/2023
<b>Signature of Authorized Representative</b>	<b>Date</b>
Chuck Hammonds	(423) 424-4264, chammonds@sedev.org
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

I am unable to certify to the above statements. Explanation is attached.





**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Southeast Tennessee Development District
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

  
\_\_\_\_\_  
**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Chuck Hammonds, Executive Director

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF SIGNATORY**

4/19/2023

\_\_\_\_\_  
**DATE**




**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	4/19/2023
<b>Signature of Authorized Representative</b>	<b>Date</b>
Chuck Hammonds	(423) 424-4264, chammonds@sedev.org
<b>Printed Name</b>	<b>Phone Number / Email Address</b>