



### INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

<b>Begin Date</b> 06/15/2017	<b>End Date</b> 01/31/2022	<b>Agency Tracking #</b> 33004-23617	<b>Edison ID</b> 54823		
<b>Grantee Legal Entity Name</b> West Tennessee River Basin Authority		<b>Edison Supplier ID</b> 51			
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b> 14.272			
<b>Service Caption</b> (one line only) Community Development Block Grant Program - NDR					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Agreement Amount</b>
17		\$5,635,000.00			\$5,635,000.00
<b>TOTAL:</b>		<b>\$5,635,000.00</b>			<b>\$5,635,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Jessica L. Johnson</i> 6/2/17			<i>CPO USE - IG</i>		
<b>Budget Officer Signature</b>					
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71304			



GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
WEST TENNESSEE RIVER BASIN AUTHORITY

This Grant Agreement, by and between the State of Tennessee, Department of Economic and Community Development (the "State," "Grantor State Agency," or "TNECD"), and West Tennessee River Basin Authority (the "Grantee"), is for the provision of improvements under the Community Development Block Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. The Grantee shall utilize funds for activities in accordance with the description of the project in the State of Tennessee's approved National Disaster Resilience (CDBG-NDR) application, attached hereto as Attachment F.
- A.3. The Grantee shall complete the following during the Term:
  - 1. The Grantee shall create a minimum of 800 acres of wetland areas surrounding the Middle Fork Forked Deer River.
  - 2. The Grantee shall increase the functional assessment value for wetland habitats.
  - 3. The Grantee shall convert an amount of acres, as approved by TNECD, from brownfields to wetlands.
  - 4. The Grantee shall track and report the number of school field trips to the wetlands.
  - 5. The Grantee shall restore an amount of linear feet of stream, the amount of linear feet to be approved by TNECD.
- A.4. The additional objectives of the project are as follows:
  - 1. To reduce the water surface elevation level at the US-45 USGS gauge.
  - 2. To increase wetland use by migratory birds.
  - 3. To track and report the total number of visitors to the wetlands.
  - 4. To reduce nutrient loading in rivers and streams in the project area during flood events.
- A.5. The Grantee shall adhere to the following deadlines for the project. In the event that the Grantee is unable to meet a deadline, the Grantee shall request an extension of such deadline from the State in writing no later than five (5) business days prior to the deadline. Deadlines may not be extended outside of the Term of this Grant Contract except by a contract amendment executed in accordance with Section D.2. of this Grant Contract.

<u>Activity</u>	<u>Deadline</u>
Completion of Environmental Review	09/15/2017
Completion of Permitting and Acquisition	06/15/2018
Completion of Engineering and Design	07/15/2018
Procurement of Bids	10/01/2018
Start of Construction	12/01/2018
Construction Completion	12/01/2020
Project Closeout	01/31/2022

- A.6. Leverage. The Grantee shall be responsible for the expenditure of Seven Million Five Hundred Thousand Dollars and No/100 (\$7,500,000.00) of direct leverage as specified in the June 6, 2016 *Federal Register* Vol. 81, No. 109, pages 36557-36580.



- A.7. Metric Monitoring and Reporting. The Grantee shall measure and report on its progress toward the activities and objectives described above in accordance with the Tennessee Department of Economic and Community Development Community Development Block Grant – National Disaster Resilience Competition Grantee Reporting Agreement, attached to this Grant Contract as Attachment E and incorporated herein by reference.
- A.8. Final Report. The Grantee shall provide the State with a final end-of-project report upon completion of project. This report must be received by the State prior to final reimbursement to Grantee.
- A.9. Statement of Assurances. The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Contract as Attachment C and incorporated herein by reference, and with the State's CDBG Manual for the program year which can be found at <http://www.tn.gov/ecd/section/CDBG/>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.11. Incorporation of Duplication of Benefits Certification. The Duplication of Benefits Certification, which appears as Attachment D, is incorporated in this Grant Contract.

**B. TERM OF AGREEMENT:**

- B.1. This Grant Contract shall be effective for the period beginning on June 15, 2017 ("Effective Date") and ending on January 31, 2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
    - (1) Activities that are reasonably related to the Scope of Services;
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
  - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
  - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:



- (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
  - (2) the relevant federal agency fails or refuses to finalize a grant; or
  - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is February 15, 2017.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed Five Million Six Hundred Thirty-Five Thousand Dollars and no/100 (\$5,635,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. **Grant Budget and Revisions to Grant Budget Line-Items.** Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Agreement amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Agreement amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Agreement amendment.
  - c. Any increase in the total Grant Agreement amount shall require a Grant Agreement Amendment.
- C.6. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.





- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
  - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant 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, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.



- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Kent Archer, Grants Director, Rural Development  
Department of Economic and Community Development  
312 Rosa L. Parks Avenue, 26th Floor  
Nashville, Tennessee 37243  
[Kent.Archer@tn.gov](mailto:Kent.Archer@tn.gov)  
Telephone # 615.354.3591

The Grantee:

West Tennessee River Basin Authority  
David Salyers, Executive Director  
3628 East End Drive  
Humboldt, Tennessee 38343  
Email Address: [DavidSalyers@tn.gov](mailto:DavidSalyers@tn.gov)  
Telephone # 731.784.8173  
FAX # 731.784.8606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all



prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans



that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

E.4. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

WEST TENNESSEE RIVER BASIN AUTHORITY:

5/30/2017

GRANTEE SIGNATURE

DATE

DAVID SALYERS, EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)



DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Robert O. Rolfe / SR                      6/1/17  
ROBERT O. ROLFE, COMMISSIONER                      DATE



**ATTACHMENT A**  
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<b>GRANT BUDGET</b>			
<b>GRANT CONTRACT #</b>			
<b>GRANTEE:</b>	West Tennessee River Basin Authority – Forked Deer Floodplain and Waterway Restoration		
<b>GRANTEE CONTACT:</b>	David Salyers		
<b>PROGRAM AREA:</b>	COMMUNITY DEVELOPMENT BLOCK GRANT		
The grant budget line-item amounts below shall be applicable only to expense incurred during the following			
<b>Applicable Period: BEGIN: June 15, 2017</b>		<b>END: January 31, 2022</b>	
EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$4,033,080.00	0.00	\$4,033,080.00
Construction Inspection	\$475,000.00	0.00	\$475,000.00
Engineering Design	\$625,000.00	0.00	\$625,000.00
Engineering (other than design)	\$86,920.00	0.00	\$86,920.00
Legal Services	0.00	0.00	0.00
Appraisals	0.00	0.00	0.00
Acquisition of Property	0.00	0.00	0.00
Relocation (payments of assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites)	0.00	0.00	0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	0.00	0.00	0.00
Housing Inspection	0.00	0.00	0.00
Clearance and Demolition of Structures	0.00	0.00	0.00
Professional Fee (Detail Attached)	\$160,000.00	0.00	\$160,000.00
Tap Fees (for "low and moderate income" beneficiaries)	0.00	0.00	0.00
Environmental Review	0.00	0.00	0.00
Capital Purchase	\$5,000.00	0.00	\$5,000.00
Other Non-Personnel Expenses (Detail Attached)	\$20,000.00	0.00	\$20,000.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$230,000.00	0.00	\$230,000.00
<b>GRAND TOTAL</b>	<b>\$5,635,000.00</b>	<b>0.00</b>	<b>\$5,635,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/ac/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



**ATTACHMENT A**  
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**GRANT BUDGET LINE-ITEM DETAIL:**

LINE-ITEM DETAIL FOR: PROFESSIONAL FEE	AMOUNT
Administrative Services	\$5,000.00
Professional Metrics Monitoring	\$155,000.00
<b>TOTAL</b>	<b>\$160,000.00</b>

LINE-ITEM DETAIL FOR: OTHER NON-PERSONNEL EXPENSES	AMOUNT
Permits, Advertisements	\$20,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

LINE-ITEM DETAIL FOR: CAPITAL PURCHASE	AMOUNT
Equipment for Metrics Monitoring	\$5,000.00
	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>



ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	West Tennessee River Basin Authority
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	14.272
Grant contract's begin date	06/15/2017
Grant contract's end date	01/31/22
Amount of federal funds obligated by this grant contract	\$5,635,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,635,000.00
Name of federal awarding agency	HUD
Name and contact information for the federal awarding official	Mary Wilson 710 Locust Street SW Suite 300 Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A





## ATTACHMENT C

**TENNESSEE COMMUNITY DEVELOPMENT BLOCK GRANT  
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) Its chief executive officer or other officer of applicant approved by the State:
  - (1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the Tennessee Community Development Block Grant Program;
  - (2) Is authorized and consents on behalf of the applicant and him or herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as such an official.
- (d) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200, which supersedes OMB Circulars Number A-87, A-102, and A-133, Revised.
- (e) It will comply with:
  - (1) Section 110 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR § 570.603, 29 CFR Parts 1, 3, 5, and 7, and State regulations regarding the administration and enforcement of labor standards;
  - (2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units);
  - (3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 327–334) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
  - (4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.



- (f) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (g) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
  - (2) Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
  - (3) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development are administered in a manner affirmatively to further the goals of the FHAA;
  - (4) Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 CFR § 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the HCDA. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified individuals with disabilities as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;
  - (5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
  - (6) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
  - (7) Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.



- (h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.
- (i) It will:
  - (1) To the greatest extent practical under State law, comply with 24 U.S.C. §§ 4651–4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42; and
  - (2) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42.
- (j) It will:
  - (1) Comply with 42 U.S.C. §§ 4621–4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b), Section 104(d) of the HCDA, and the requirements in 24 CFR § 570.606(d);
  - (2) Provide relocation payments and offer relocation assistance as described in 42 U.S.C. § 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;
  - (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and
  - (4) Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42.
- (k) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (l) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
- (m) It will comply with the provisions of the Hatch Act, which limits the political activity of employees.



- (n) It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- (o) It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (p) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (q) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1974 (16 U.S.C. § 469c) by:
  - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (r) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (s) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- (t) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- (u) It will comply with environmental requirements including:
  - (1) The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*) and 24 CFR Part 58;
  - (2) Executive Order 11988, Floodplain Management;



- (3) Executive Order 11990, Protection of Wetlands;
  - (4) The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
  - (5) The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 *et seq.*);
  - (6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
  - (7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*);
  - (8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b));
  - (9) The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*);
  - (10) The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 *et seq.*);
  - (11) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); and
  - (12) Environmental Protection Agency (EPA) regulations codified at 40 CFR Part 50, as amended.
- (v) It will minimize displacement as a result of activities assisted with CDBG funds;
- (w) It will conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;
- (x) It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;
- (y) It will not use assessments or fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner occupants.
- (z) It will comply with:
- The Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.
- (aa) It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

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

- (1) 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 any 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.



- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (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.

- (bb) It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.
- (cc) It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.
- (dd) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (ee) It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.
- (ff) It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.
- (gg) It will comply with all the requirements of the *Federal Register* notice "Notice of National Disaster Resilience Grant Requirements" included in the June 6, 2016 *Federal Register* Vol. 81, No. 109, pages 36557-36580, as well as any future Notices published by HUD to issue additional waivers and alternative requirements.

The applicant hereby certifies that it will comply with the above stated assurances.

\_\_\_\_\_  
*Signature, Chief Executive Officer*



David W. Salyers

*Name (typed or printed)*

Executive Director

*Title*

5-30-2017

*Date*



ATTACHMENT D

DUPLICATION OF BENEFITS CERTIFICATION

NATIONAL DISASTER RESILIENCE COMPETITION GRANT (CDBG-NDR)

The undersigned, on behalf of, and as a duly authorized agent and representative of West Tennessee River Basin Authority (Applicant/Sub-recipient), certifies and represents that all information contained in and enclosed with the grant application is true to the best of his or her knowledge and acknowledges that the Tennessee Economic and Community Development (TNECD) has relied on such information to award disaster resilience assistance (the "assistance").

West Tennessee River Basin Authority (Unit of Local Government/Sub-recipient) certifies that it has disclosed to TNECD in the application process all FEMA, SBA, insurance proceeds and other funds received, or to be received, from governmental agencies as compensation for damages resulting from these declared disasters for which assistance may be provided by TN ECD.

West Tennessee River Basin Authority (Unit of Local Government/Sub-recipient) certifies that it will disclose to TNECD all future FEMA, SBA, insurance proceeds or other funds received from governmental agencies as compensation for damages resulting from these declared disasters for which assistance has been provided.

West Tennessee River Basin Authority (Unit of Local Government/Sub-recipient) acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all disaster recovery funds will be required in the event that it makes or files false, misleading, or incomplete statements or documents.

  
\_\_\_\_\_  
Signature

David N. Salyers  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

5-30-2017  
\_\_\_\_\_  
Date

*This project is funded under an agreement with the State of Tennessee.*





ATTACHMENT E

**TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT –  
 NATIONAL DISASTER RESILIENCE COMPETITION  
 GRANTEE REPORTING AGREEMENT**

The Grantee shall provide periodic reports to TNECD on forms to be provided by TNECD as follows:

1. Prior to Construction Completion under Section A.5 of the Grant Contract, the Grantee shall provide the following:
  - a. Monthly status updates: due on 1<sup>st</sup> of month for prior month
  - b. Quarterly performance metric updates
    - i. Jan – Mar: due April 1
    - ii. Apr – Jun: due July 1
    - iii. Jul – Sep: due October 1
    - iv. Oct – Dec: due January 1
  - c. Annual Report: due April 1
2. After Construction Completion under Section A.5. of the Grant Contract until the completion of the Term, the Grantee shall provide:
  - a. Quarterly performance metric updates
    - i. Jan – Mar: due April 1
    - ii. Apr – Jun: due July 1
    - iii. Jul – Sep: due October 1
    - iv. Oct – Dec: due January 1
3. The Grantee shall provide a grant closeout report no later than 365 days following Construction Completion and in no event later than 60 days following the end date of the Grant Contract. The grant closeout report must be received by TNECD prior to final reimbursement to the Grantee.

	Jan 1	Feb 1	Mar 1	Apr 1	May 1	Jun 1	Jul 1	Aug 1	Sep 1	Oct 1	Nov 1	Dec 1
<b>Monthly Status Update</b>	X	X	X	X	X	X	X	X	X	X	X	X
<b>Performance Metric Update</b>	X			X			X			X		
<b>Annual Report</b>				X								



**Accepted and agreed:**

**WEST TENNESSEE RIVER BASIN AUTHORITY:**

5/30/2017

GRANTEE SIGNATURE

DATE

**DAVID SALYERS, EXECUTIVE DIRECTOR**

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**



2-16-1716

**ATTACHMENT F**

**STATE OF TENNESSEE CDBG NDR APPLICATION**