DocuSign Envelope ID: 546BFD2E-F300-4340-8207-6E9CD11C13F0

RESOLUTION NO. _____

A resolution accepting a Hazard Mitigation Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, and authorizing the acquisition and demolition of three houses located in various floodways/floodplains in Davidson County (Proposal No. 2020M-012PR-001).

WHEREAS, the Metropolitan Council previously enacted Ordinance BL2010-765 which authorized the Department of Water and Sewerage Services to apply for federal and state funds to acquire interests in and demolish flood-damaged properties pursuant to a hazard mitigation grant program upon approval of a resolution by the Metropolitan Council receiving at least twenty-one affirmative votes which identifies the specific parcels to be acquired and the maximum price to be paid for each parcel; and,

WHEREAS, the State of Tennessee, Tennessee Emergency Management Agency, has awarded a Flood Mitigation Assistance Grant in an amount not to exceed $483,577.50 and a required cash match of $69,082.50 for the acquisition and demolition of three houses located in various floodways/floodplains in Davidson County; and,

WHEREAS, The Metropolitan Planning Commission approved mandatory referral No. 2020M-012PR-001 on August 6, 2020, for acquisition of the properties; and

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted and that the Department of Water and Sewerage Services be authorized to acquire and demolish the properties located at 3843 and 3867 Crouch Drive and 4937 Shadowland Drive as specified in the grant (Exhibit 1) and as shown in Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the State of Tennessee, Tennessee Emergency Management Agency, in an amount not to exceed $483,577.50 and a required cash match of $69,082.50, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to acquire and demolish three houses located in various floodways/floodplains in Davidson County, a copy of which grant Contact is attached hereto as Exhibit 1 and incorporated herein, is hereby approved, and that the Director of Water and Sewerage Services is authorized to execute the same.

Section 2. That, notwithstanding the provisions of Section 2.24.250.F of the Metropolitan Code to the contrary, Department of Water and Sewerage Services is hereby authorized to acquire interests in the real property identified in the grant Contract and as shown and described in Exhibit 2, attached hereto and incorporated herein, and to execute all other necessary actions pursuant to the flood mitigation assistance grant program using federal and/or state grant funds received by the Metropolitan Government for such purpose.

Section 3. That the amount of this grant be appropriated to the Department of Water and Sewerage Services based on the revenues estimated to be received and any match to be applied.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

DocuSigned by:
Scott Potter
9C4E7B9AED2B498...
Scott A. Potter, Director
Water and Sewerage Services

INTRODUCED BY:

Kyonzté Toombs

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:
Fund No. 37039
BU 65801220
Amount: $69,082.50

DocuSigned by:
Kevin Crumbo/tlo
6A7D2976691E4B1...
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:
Sara Ladd
5B1B3A8B1E24A...
Assistant Metropolitan Attorney

DocuSign Envelope ID: 546BFD2E-F300-4340-8207-6E9CD11C13F0

GRANT SUMMARY SHEET

Grant	HMGP Project 4 (3843 Crouch Drive and 4937 Shadowlawn Drive) 20-21
Department:	WATER & SEWER
Grantor:	U.S. DEPT. OF HOMELAND SECURITY
Pass-Through Grantor (If	TENN. EMERG. MGMT.
Total Award this	$483,577.50
Cash Match	$69,082.50
Department	Antonette Plummer 862-4582
Status	NEW

Program Description:
This is to acquire and demolish three (3) properties. Two (2) properties on Crouch Drive, Nashville, TN and one (1) property on Shadowlawn Drive in Hermitage, TN in Metro Nashville/Davidson County. See attached property list for the addresses. Once Properties are acquired and demolished the properties will be designated as restricted-se public land. The funding for the acquisition and demolition of these properties is 75% FEMA Match, 12.5% State Match and 12.5% Local Match.

Plan for continuation of services
The project will be completed on or before the end of the period of performance of the grant between Metro Water Services and Tennessee Emergency Management Agency.

Grants Tracking Form

Part One

Pre-Application ○ Application ○ Award Acceptance ◉ Contract Amendment ○

Department	Dept. No.	Contact	Phone	Fax
WATER & SEWER	065	Antonette Plummer	862-4582	862-4929

Grant Name:	HMGP Project 4 (3843 Crouch Drive and 4937 Shadowlawn Drive) 20-21		
Grantor:	U.S. DEPT. OF HOMELAND SECURITY	**Other:**	
Grant Period From:	05/27/20	(applications only) **Anticipated Application Date:**	
Grant Period To:	03/03/21	(applications only) **Application Deadline:**	
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:	TENN. EMERG. MGMT.	**Outside Consultant Project:** ☐	
Award Type:	OTHER	**Total Award:**	$483,577.50
Status:	NEW	**Metro Cash Match:**	$69,082.50
Metro Category:	New Initiative	**Metro In-Kind Match:**	$0.00
CFDA #	97.039	**Is Council approval required?**	☑
Project Description:		**Applic. Submitted Electronically?**	☐

This is to acquire and demolish three (3) properties. Two (2) properties on Crouch Drive, Nashville, TN and one (1) property on Shadowlawn Drive in Hermitage, TN in Metro Nashville/Davidson County. See attached property list for the addresses. Once Properties are acquired and demolished the properties will be designated as restricted-se public land. The funding for the acquisition and demolition of these properties is 75% FEMA Match, 12.5% State Match and 12.5% Local Match.

Plan for continuation of service after expiration of grant/Budgetary Impact:

The project will be completed on or before the end of the period of performance of the grant between Metro Water Services and Tennessee Emergency Management Agency.

How is Match Determined?

Fixed Amount of $		or	12.5%	**% of Grant**		**Other:** ☐

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	All	**Fund**	67411	**Business Unit**	65582500
Is not budgeted?		**Proposed Source of Match:**			MWS/Stormwater

(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)

Other:

Number of FTEs the grant will fund:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	20.50%	**Indirect Cost of Grant to Metro:**	$99,133.39	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.00%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☐

Metro or Community-based Partners:

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	**$414,495.00**	$69,082.50		$69,082.50	67411, 65582500	$0.00	$552,660.00	$99,133.39	$0.00
Yr 2	FY22									
Yr 3	FY23									
Yr 4	FY__									
Yr 5	FY__									
Total							$0.00		$99,133.39	$0.00

Date Awarded:	08/13/20	**Tot. Awarded:**	**$483,577.50**	**Contract#:**	34101-01021
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5082

GCP Rec'd
08/14/20

GCP Approved
08/17/20

VW

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
05/27/2020	03/03/2021	34101-01021	

Grantee Legal Entity Name	Edison Vendor ID
METRO NASHVILLE-DAVIDSON COUNTY	4

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

CFDA # 97.039

Grantee's fiscal year end June 30th

Service Caption (one line only)

HAZARD MITIGATION GRANT PROGRAM HMGP 5159-0001 TID# 0433

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	69,082.50	414,495.00			483,577.50
TOTAL:	**69,082.50**	**414,495.00**			**483,577.50**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program establish by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.

Budget Officer Confirmation: 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.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
METRO NASHVILLE-DAVIDSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metro Nashville-Davidson County, hereinafter referred to as the "Grantee," is for the provision of Hazard Mitigation Grant Program (HMGP) Project 5159-0001: Acquisition/demolition of repetitive flooded properties to create green space, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

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 Contract.

A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from the Metro Nashville/Davidson County and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.

A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to any FEMA Hazard Mitigation Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.

b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and

c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports <u>must be signed by the Applicant Agent</u> – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

A.6. The Grantee shall comply with following environmental and historic preservation conditions associated with this project are as follows:

a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Grantee will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Grantee's contractor will provide immediate notice of such discoveries to the Grantee. The Grantee will notify the Tennessee Division of Archaeology (TDOA) and the Tennessee Emergency Management Agency (TEMA) within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with State Historical Preservation Office (SHPO), Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Tennessee Code, Section 11-6-107d. Any changes to the approved SOW will require submission to, and evaluation and approval by the State and FEMA, prior to initiation of any work for compliance with Section 106.

b. Clean Air Act: Must provide copies and verification at closeout of any permits required for asbestos removal or demolition activities from the Tennessee Department of Environment and Conservation.

c. Clean Water Act: If work would involve impacts to water of the United States including wetlands with deposition of dredged and/or fill material, please contact the local United States Army Corps of Engineers (USACE) Regulatory Branch for further review. Any permits must be obtained prior to construction activities and verification of compliance with permit conditions will be required at project closeout.

d. Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

e. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

f. If ground disturbing activities occur during construction, Grantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.

g. Maintain documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.

h. Maintain documentation that demonstrates compliance with all environmental conditions.

i. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.

A.7. <u>Mitigation Project Description:</u>

Project Title:	Metro Nashville/Davidson County 2018 HMGP Project FEMA ID HMGP-5159-0001
Project Location:	Metro Nashville/Davidson County
Project Description:	The purpose of this project is to acquire and demolish 3 homes located in various floodways/floodplains in Metro Nashville/Davidson County. The properties located at 3843 Crouch Drive, 3867 Crouch Drive and

4937 Shadowlawn Drive has suffered multiple flood losses. After acquisition of the properties, the land will become restricted-use public land and remain open space.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on May 27, 2020 ("Effective Date") and ending on March 3, 2021, ("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 the 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 May 27, 2020.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four hundred eighty-three thousand, five hundred seventy-seven dollars and 50/100 ($483,577.50) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. 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 State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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 Contract, 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 said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Military, Tennessee Emergency Management Agency.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget 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 explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. 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 Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. 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.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State 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 costs 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 State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract 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.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract 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, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally 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.

b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract 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 State:
Doug Worden

State Hazard Mitigation Manager
3041 Sidco Drive
Nashville, TN 37204
douglas.worden@tn.gov
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

The Grantee:

Mr. Scott A. Potter, Director
Metro Water Services
Metro Nashville-Davidson County
1600 Second Avenue
Nashville, TN 37208
scottpotter@nashville.gov
Telephone #: (615) 862-4505
FAX #: (615) 862-4929

Point of Contact:

Tom Palko, Asst. Director
Metro Water Services
Metro Nashville-Davidson County
1600 Second Avenue
Nashville, TN 37208
tompalko@nashville.gov
Telephone #: (615) 862-4510
FAX #: (615) 862-4929

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.9. Subject to Funds Availability. This Grant Contract 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 State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of

alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State 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, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

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 Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/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 requirements, including but not limited to those set forth herein, of FFATA 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 section 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.).

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 is awarded.

c. If this Grant 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 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. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. 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,

METRO NASHVILLE-DAVIDSON COUNTY:

DocuSigned by:
Scott Potter
994E7D0AE02B458...

8/13/2020

GRANTEE SIGNATURE **DATE**

SCOTT POTTER, DIRECTOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

SIGNATURE PAGE
FOR
GRANT NO HAZARD MITIGATION GRANT PROGRAM HMGP 5159-001, TID# 0433

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Scott Potter
804E7D0AE92B458...
Scott Potter, Director
Water & Sewer Department

8/13/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/tlo
A6CCD297C6FE4E1...
Kevin Crumbo, Director
Department of Finance

8/17/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
B8AC6E02FD4E1...
Director of Risk Management Services

8/17/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Sara Ladd
B8F0B0B8E2A4...
Metropolitan Attorney

8/17/2020
Date

FILED:

Metropolitan Clerk

Date

DocuSign Envelope ID: 546BFD2E-F300-4340-8207-6E9CD11C13F0

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG JEFFREY H. HOLMES, THE ADJUTANT GENERAL, MILITARY DEPARTMENT **DATE**

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 2

GRANT BUDGET

GRANTEE NAME: METRO NASHVILLE-DAVIDSON COUNTY
HAZARD MITIGATION GRANT PROGRAM HMGP-5159-0001, TEMA ID #0433

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 05/27/2020 END: 03/03/2021

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	483,577.50	69,082.50	552,660.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**483,577.50**	**69,082.50**	**552,660.00**

[1] 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: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

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GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Appraisal	1,312.50
Acquisition/Fair Market Value	391,702.50
Closing costs/Legal Fees	5,250.00
Demolition	78,750.00
Project Management Cost	6,562.50
TOTAL	483,577.50

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ATTACHMENT 2

Subrecipient's name (must match registered name in DUNS)	Metro Nashville/Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	4211DRTNP0000000: 5
Federal award date	May 27, 2020
CFDA number and name	97.039 Hazard Mitigation Grant
Grant contract's begin date	May 27, 2020
Grant contract's end date	March 3, 2021
Amount of federal funds obligated by this grant contract	414,495.00
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	414,495.00
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Ms. Jacky Bell, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
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)	0

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ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ Metro Nashville-Davidson County is subject to an audit for fiscal year 2021.

☐ Metro Nashville-Davidson County is not subject to an audit for fiscal 2021.

Grantee's Edison Vendor ID Number: 4

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

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ATTACHMENT 4

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4

Is Metro Nashville-Davidson County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metro Nashville-Davidson County a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

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CROUCH DRIVE ACQUISITION/DEMOLITION (HMGP 5159-0001)					
ADDRESS	**PARCEL ID NUMBER**	**TOTAL PROPERTY COST**	**FEDERAL SHARE**	**STATE SHARE**	**LOCAL SHARE**
3843 Crouch Drive	059 14 0 148.00	$ 176,210.00	$ 132,157.50	$ 22,026.25	$ 22,026.25
3867 Crouch Drive	059 10 0 241.00	$ 160,550.00	$ 120,412.50	$ 20,068.75	$ 20,068.75
4937 Shadowlawn Drive	076 05 0 048.00	$ 215,900.00	$ 161,925.00	$ 26,987.50	$ 26,987.50
	TOTAL	**$ 552,660.00**	**$ 414,495.00**	**$ 69,082.50**	**$ 69,082.50**

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3843 Crouch Drive

Nashville, TN 37207

Parcel # 059 14 0 148.00

36.214692

-86.825006

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3867 Crouch Drive

Nashville, TN 37207

Parcel # 059 10 0 241.00

36.220344

-86.819124

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4937 Shadowlawn Drive
Hermitage, TN 37076
Parcel # 076 05 0 048.00
36.206897
-86.584725

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METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

August 6, 2020

To: Peggy Deaner, Metro Water

Re: HMGP 5159-001 Grant Acceptance
Planning Commission Mandatory Referral #2020M-012PR-001
Council District #02 – Kyonzté Toombs, Council Member
Council District #11 – Larry Hagar, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a resolution authorizing the acquisition and demolition of two houses located at 3843 Crouch Drive and 4937 Shadowlawn Drive (see sketches for details) in connection to a Hazard Mitigation Grant approval (Parcel Nos. 05914014800 and 07605004800), (HMGP 5159-0001, TID #0433).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Jason Rust at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: *Metro Clerk, Elizabeth Waites*

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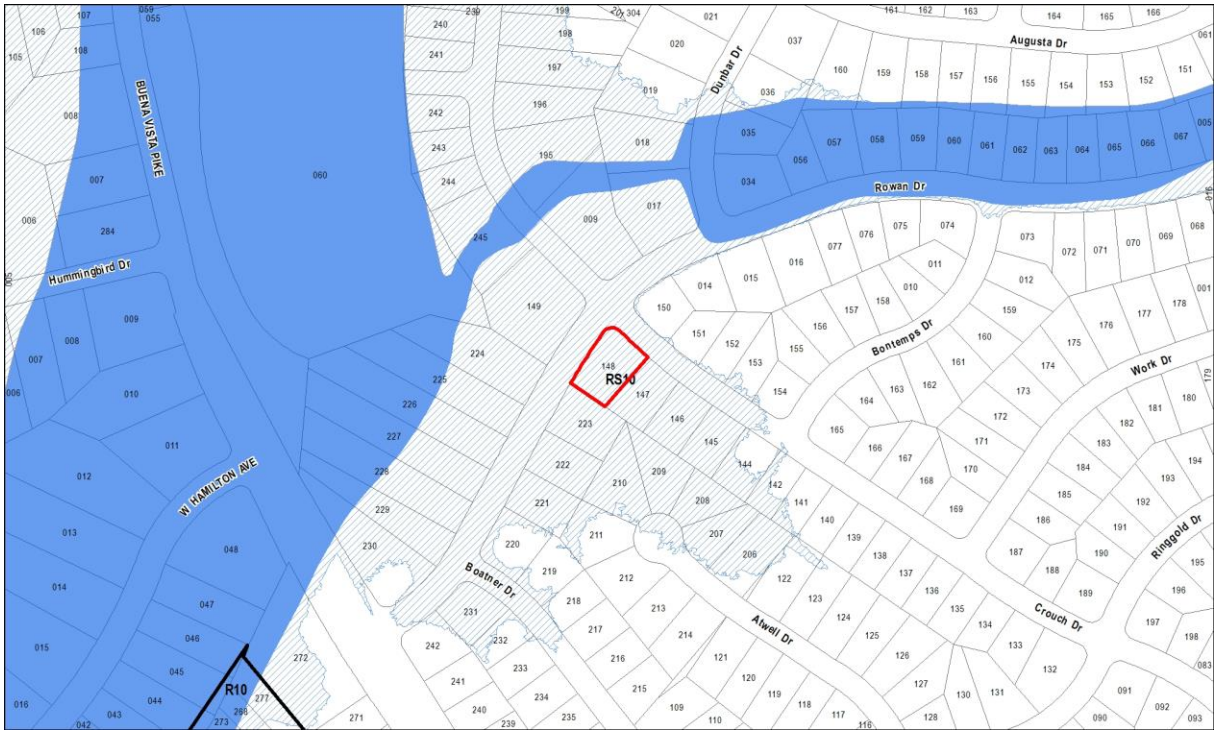
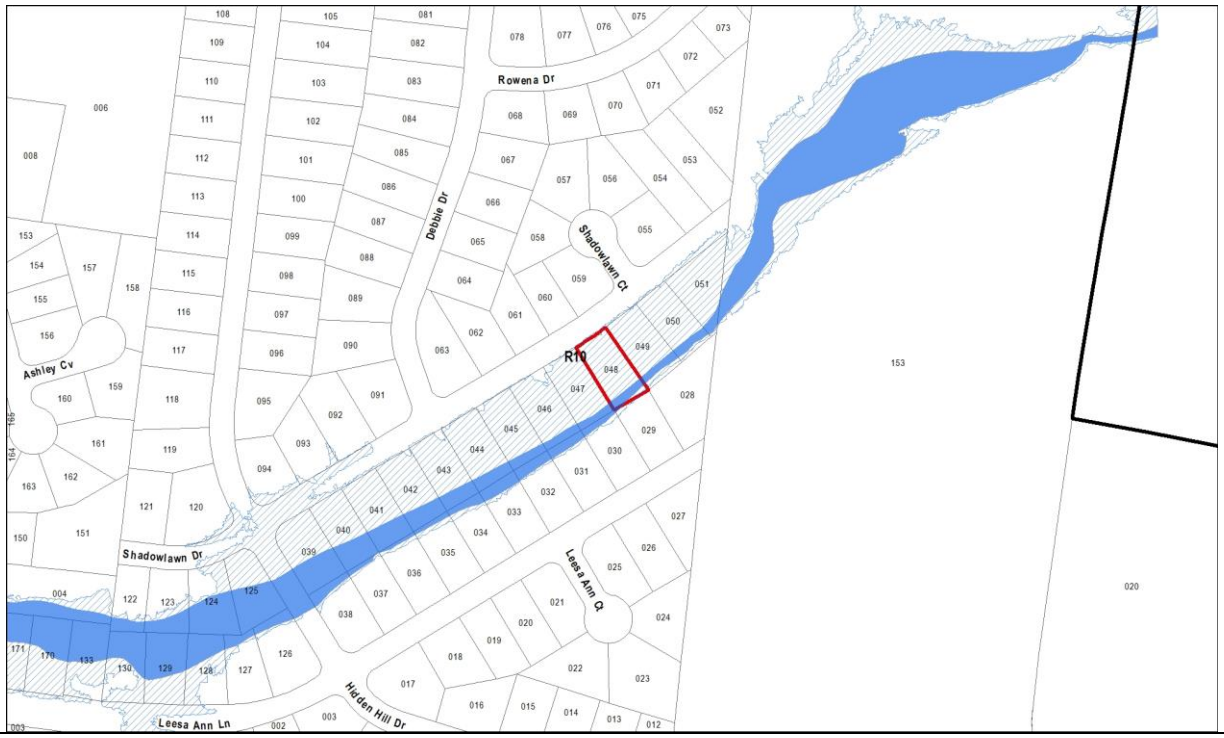
Re: HMGP 5159-001 Grant Acceptance
Planning Commission Mandatory Referral #2020M-012PR-001
Council District #02 – Kyonzté Toombs, Council Member
Council District #11 – Larry Hagar, Council Member

A request for a resolution authorizing the acquisition and demolition of two houses located at 3843 Crouch Drive and 4937 Shadowlawn Drive (see sketches for details) in connection to a Hazard Mitigation Grant approval (Parcel Nos. 05914014800 and 07605004800), (HMGP 5159-0001, TID #0433).





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ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution accepting a Hazard Mitigation Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, and authorizing the acquisition and demolition of three houses located in various floodways/floodplains in Davidson County (Proposal No. 2020M-012PR-001).

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor