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
March 3, 2021	September 30, 2026	32701-05132	75541

Grantee Legal Entity Name	Edison Vendor ID
Robertson County	0000002744

Subrecipient or Recipient	Assistance Listing Number
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end: June 30

Service Caption (one line only)

This is a Collaborative Proposal by Robertson County for four (4) drinking water and two (2) wastewater projects.

Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	$0.00	$3,573,428.86	$0.00	$0.00	$3,573,428.86
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	$0.00	$3,573,428.86	$0.00	$0.00	$3,573,428.86

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is $1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.

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.

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

tables Addendum I

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
ROBERTSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Robertson County, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002744

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 State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).

A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:

- ☒ Drinking Water
- ☒ Wastewater
- ☐ Stormwater

A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):

- ☐ Investigation and Planning
- ☐ Investigation, Planning, and Design
- ☒ Planning, Design, and Construction
- ☐ Construction Only

A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.

A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at https://www.tn.gov/environmental/arp.html;
ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.

A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:

i. Include three years of data from audited financial statements; and
ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.

A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

i. This Grant Contract document with any attachments or exhibits;
ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at https://www.tn.gov/environment/arp.html.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.

A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.

A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. **Investigation, Planning, and Design** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. **Planning, Design, and Construction** (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved corrective action plan/engineering report (CAP/ER);

b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and

i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or

ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. **Construction Only** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

i. ☐ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.

ii. ☐ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:

a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;

b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);

c. Does not need coverage under a construction general permit; and

d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.

iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);

b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or

b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.

xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.

A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.

A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.

A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (UWFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.

A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.

A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.

A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.

A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of $150,000 or more.

A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. **TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("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 March 3, 2021.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Five Hundred Seventy-Three Thousand Four Hundred Twenty-Eight Dollars and Eighty-Six Cents ($3,573,428.86) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

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:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

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: Environment and Conservation & Division of Water Resources.
(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 allowable, 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-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. 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 amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. 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.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required 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.

e. The Grantee must close out its accounting records at the end of the contract period 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 the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, 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. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

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:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

William Vogle, Mayor
Robertson County
501 Main Street
Springfield, TN 37172
bvogle@robcotn.org
Telephone # (615) 384-2476

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, Department of Environment and Conservation." 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. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

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.*

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 CFR § 200.425. 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.

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 CFR §§ 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. Reserved

D. 27 State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when

due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

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.

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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.3. 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 CFR § 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

E.4. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling $10,000,000 or greater.

E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

ROBERTSON COUNTY:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER DATE

ATTACHMENT A

GRANT BUDGET

Additional Identification Information As Necessary

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: March 3, 2021 **END: September 30, 2026**

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]	$455,849.16	$45,584.92	$501,434.08
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
19	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$3,117,579.70	$311,757.97	$3,429,337.67
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	$	$	$
25	**GRAND TOTAL**	$3,573,428.86	$357,342.89	$3,930,771.75

[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: http://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.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
GNRC Application and Administration	$150,936.33
WW-PDC-1 TN Wastewater Sewer Design & Submission	$48,000.00
DW-PDC-1 WRWA GIS Mapping	$10,000.00
DW-PDC-1 Engineering and Design	$8,500.00
DW-PDC-4 Asset Management Plan Finalization	$9,140.00
DW-PDC-2 Other Engineering	$229,272.83
TOTAL	$455,849.16

CAPITAL PURCHASE	AMOUNT
WW-PDC-1 Construction	$813,500.00
WW-PDC-2 Construction	$637,150.00
DW-PDC-1 Equipment Purchase	$279,080.63
DW-PDC-2 Easement	$112,308.37
DW-PDC-2 Construction	$1,027,190.70
DW-PDC-3 Equipment Purchase	$248,350.00
TOTAL	$3,117,579.70

INDIVIDUAL PROJECT BUDGET

APPLICANT NAME:	ROBERTSON COUNTY
PROJECT OWNER (If different than applicant):	WEST ROBERTSON WATER AUTHORITY
PROJECT ID (e.g. DW-IP-1, SW-PDC-1, etc.):	DW-PDC-1
WATER INFRASTRUCTURE SYSTEM TYPE (dropdown select)	Drinking Water Infrastructure
INFRASTRUCTURE EXPENDITURE CATEGORY:	Drinking water: Transmission & Distribution

The Project Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

PROJECT START: DATE PROJECT END: DATE

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE CO-FUNDING (GRANTEE MATCH)	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee, Grant & Award	$ 16,500.00	$ 1,650.00	$ 20,350.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications			$ -
11, 12	Travel, Conferences & Meetings		$ -	$ -
16	Specific Assistance To Individuals	$ -	$ -	$ -
18	Other Non-Personnel	$ -	$ -	$ -
20	Capital Purchase	$ 279,080.63	$ 27,908.06	$ 306,988.69
22	Indirect Cost	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
n/a	Grantee Co-Funding (Match) Requirement (for any amount of the required Grantee Co-Funding that is not specifically delineated by budget line-items above)	$ -	$ -	$ -
25	GRAND TOTAL	$ 297,580.63	$ 29,758.06	$ 327,338.69

[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. Available at:

INDIVIDUAL PROJECT BUDGET

APPLICANT NAME:	ROBERTSON COUNTY
PROJECT OWNER (if different than applicant):	TN WASTEWATER SYSTEMS, INC.
PROJECT ID (e.g. DW-IP-1, SW-PDC-1, etc.):	WW-PDC-1
WATER INFRASTRUCTURE SYSTEM TYPE (dropdown select)	Wastewater Infrastructure
INFRASTRUCTURE EXPENDITURE CATEGORY:	Clean Water: Other Sewer Infrastructure

The Project Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

PROJECT START: DATE PROJECT END: DATE

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE CO-FUNDING (GRANTEE MATCH)	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee, Grant & Award	$ 48,000.00	$ 4,800.00	$ 52,800.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications			$ -
11, 12	Travel, Conferences & Meetings		$ -	$ -
13	Specific Assistance To Individuals	$ -	$ -	$ -
14	Other Non-Personnel	$ -	$ -	$ -
20	Capital Purchase	$ 813,500.00	$ 81,350.00	$ 894,850.00
22	Indirect Cost	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
n/a	Grantee Co-Funding (Match) Requirement (for any amount of the required Grantee Co-Funding that is not specifically delineated by budget line-items above)	$ -	$ -	$ -
25	GRAND TOTAL	$ 861,500.00	$ 86,150.00	$ 947,650.00

[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. Available at:

INDIVIDUAL PROJECT BUDGET

APPLICANT NAME:	ROBERTSON COUNTY
PROJECT OWNER (If different than applicant):	CITY OF SPRINGFIELD UTILITIES
PROJECT ID (e.g. DW-IP-1, SW-PDC-1, etc.):	WW-PDC-2
WATER INFRASTRUCTURE SYSTEM TYPE (dropdown select)	Wastewater Infrastructure
INFRASTRUCTURE EXPENDITURE CATEGORY:	Clean Water: Centralized Wastewater Treatment

The Project Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

PROJECT START: DATE PROJECT END: DATE

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE CO-FUNDING (GRANTEE MATCH)	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee, Grant & Award			$ -
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications			$ -
11, 12	Travel, Conferences & Meetings		$ -	$ -
16	Specific Assistance To Individuals	$ -	$ -	$ -
18	Other Non-Personnel	$ -	$ -	$ -
20	Capital Purchase	$ 637,150.00	$ 63,715.00	$ 700,865.00
22	Indirect Cost	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
n/a	Grantee Co-Funding (Match) Requirement (for any amount of the required Grantee Co-Funding that is not specifically delineated by budget line-items above)	$ -	$ -	$ -
25	GRAND TOTAL	$ 637,150.00	$ 63,715.00	$ 700,865.00

[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. Available at:

INDIVIDUAL PROJECT BUDGET

APPLICANT NAME:	ROBERTSON COUNTY
PROJECT OWNER (If different than applicant):	WEST ROBERTSON WATER AUTHORITY
PROJECT ID (e.g. DW-IP-1, SW-PDC-1, etc.):	DW-PDC-4
WATER INFRASTRUCTURE SYSTEM TYPE (dropdown select)	Drinking Water Infrastructure
INFRASTRUCTURE EXPENDITURE CATEGORY:	Drinking water: Transmission & Distribution

The Project Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

PROJECT START: DATE PROJECT END: DATE

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE CO-FUNDING (GRANTEE MATCH)	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee, Grant & Award	$ 9,140.00	$ 914.00	$ 10,054.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications			$ -
11, 12	Travel, Conferences & Meetings		$ -	$ -
13	Specific Assistance To Individuals	$ -	$ -	$ -
16	Other Non-Personnel	$ -	$ -	$ -
20	Capital Purchase		$ -	$ -
22	Indirect Cost	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
n/a	Grantee Co-Funding (Match) Requirement (for any amount of the required Grantee Co-Funding that is not specifically delineated by budget line-items above)	$ -	$ -	$ -
25	GRAND TOTAL	$ 9,140.00	$ 914.00	$ 10,054.00

[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. Available at:

INDIVIDUAL PROJECT BUDGET

APPLICANT NAME:	ROBERTSON COUNTY
PROJECT OWNER (if different than applicant):	WHITE HOUSE UTILITY DISTRICT
PROJECT ID (e.g. DW-IP-1, SW-PDC-1, etc.):	DW-PDC-2
WATER INFRASTRUCTURE SYSTEM TYPE (dropdown select)	Drinking Water Infrastructure
INFRASTRUCTURE EXPENDITURE CATEGORY:	

The Project Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

PROJECT START: DATE **PROJECT END:** DATE

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE CO-FUNDING (GRANTEE MATCH)	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee, Grant & Award	$ 229,272.83	$ 22,927.28	$ 252,200.11
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications			$ -
11, 12	Travel, Conferences & Meetings		$ -	$ -
13	Specific Assistance To Individuals	$ -	$ -	$ -
18	Other Non-Personnel	$ -	$ -	$ -
20	Capital Purchase	$ 1,139,499.07	$ 113,949.91	$ 1,253,448.98
22	Indirect Cost	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
n/a	Grantee Co-Funding (Match) Requirement (for any amount of the required Grantee Co-Funding that is not specifically delineated by budget line-items above)	$ -	$ -	$ -
25	**GRAND TOTAL**	$ 1,368,771.90	$ 136,877.19	$ 1,505,649.09

[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. Available at:

http://www.tn.gov/finance/looking-for/policies.html

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 **Website:** https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

ATTACHMENT C

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: 0000002744

Is Robertson County a parent? Yes ☒ No ☐

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

Is Robertson 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: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, which may be referred to herein as the "MOU", entered into by and between ROBERTSON COUNTY, TENNESSEE, referred to herein as "the County", and the undersigned City or Water Utility, referred to herein as "the City", or as the case may be, "the Water Utility".

WITNESSETH:

WHEREAS, the federal government has appropriated funds for States, Counties and/or Cities across the country under the provisions of the American Rescue Plan ("ARA"), and the use of such funds in Tennessee will be managed by the Tennessee Department of Environment and Conservation ("TDEC"), and more specifically, can be used by TDEC for implementation of the Water Infrastructure Investment Plan ("WIIP") as set forth by TDEC; and

WHEREAS, these funds applicable to these parties will be used by governmental entities in Tennessee to provide infrastructure for the drinking water and/or wastewater to their local citizens; and

WHEREAS, the use of said funds are also available directly to Tennessee municipal entities which operate a water and/or wastewater delivery system for its citizens, and the use of said funds is also available directly to private water utility districts within the State that likewise operate water systems to benefit Tennessee citizens; and

WHEREAS, the amount of $3,573,428.86 is expected to be made available separately to Robertson County pursuant to said program, but the parties all acknowledge that the County does not operate a water delivery and/or wastewater system within the County; and

WHEREAS, under said program, the County is allowed to allocate these "County funds" to those municipalities, water utility districts and/or wastewater entities within the County; and

WHEREAS, the County has been provided with a document attached as Exbibit "A" hereto, entitled "Governmental Grant Contract", which provides certain requirements and standards for the County use of said funds, and also sets forth the allocation of funds and a project description of each participate; and

WHEREAS, because Robertson County is only a "pass through entity" for said funds to be distributed ultimately to cities, water districts and/or wastewater entities ("the Participants") as set forth herein, it has been agreed between and among the County and said Participants that this MOU will be approved and executed by all the parties receiving any of said funds through the County as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Each "Participant" as set forth in Exhibit "A" and signed below, acknowledges receipt from the County of the attached "Governmental Grant Contract document".

2. Each Participant acknowledges that either it has its own satisfactory expertise, or has obtained professional assistance, to comply with the terms of said Contract and/or any standards or regulations that may be implemented by any governmental agency relative to compliance and/or performance of the terms of said Contract.

3. Each Participant as set forth in the schedule attached hereby agrees that upon receipt by the County of the grant funds, and then payment by the County to said Participant, said Participant will fully perform all duties and responsibilities as provided by said Contact and any other rules or regulation governing the use of the funds, holding Robertson County, Tennessee fully harmless in said regard.

4. To the extent said funds must be paid first to the County and then distributed to each Participant, the County will perform that limited "pass through" duty for the benefit of the respective Participant.

5. Each Participant acknowledges that said grant funds are given on a "reimbursement basis", and each Participant represents that it will be able from its own funds to pay for and perform the initial work for its respective approved project, and then be reimbursed for said work through these grant funds.

EXECUTED by each party set forth below. This document may be executed in Counterparts and an executed photocopy may be considered a duplicate original.

ROBERTSON COUNTY, TENNESSEE

Date: 7/28/23

By: William A. Vogle
WILLIAM A. VOGLE, County Mayor

TN WASTEWATER SYSTEMS, INC

Date: 7/31/23

By: _____

Title: Jeff Ridge, CEO

CITY OF SPRINGFIELD, TENNESSEE

Date: _____ By: _____

Title: _____

WEST ROBERTSON WATER AUTHORITY

Date: 01 Aug 23 By: _____

Title: Superintendent

WHITE HOUSE UTILITY DISTRICT

Date: _____ By: _____

Title: _____

CITY OF SPRINGFIELD, TENNESSEE

Date: _____ By: Ann Schneider

Title: Mayor

WEST ROBERTSON WATER AUTHORITY

Date: _____ By: _____

Title: _____

WHITE HOUSE UTILITY DISTRICT

Date: _____ By: _____

Title: _____

CITY OF SPRINGFIELD, TENNESSEE

Date: _____ By: _____

Title: _____

WEST ROBERTSON WATER AUTHORITY

Date: _____ By: _____

Title: _____

WHITE HOUSE UTILITY DISTRICT

Date: 8-7-2023 By: _____

Title: General Manager