2014 Administrative Program Manual

Creating Jobs. Building Communities. Improving Lives.

ALABAMA • ARKANSAS • ILLINOIS • KENTUCKY • LOUISIANA • MISSISSIPPI • MISSOURI • TENNESSEE

Introduction

DRA's investment program, known as the "States' Economic Development Assistance Program" (SEDAP), is the primary investment tool which allows DRA to make significant impacts in creating jobs, building communities, and improving lives in the Delta. Staff members, with an eye toward relationship building, are actively participating in the development of successful projects and making the necessary connections between applicants and other funding partners. This approach has allowed DRA to be responsive to fluid economic development opportunities.

This manual outlines for all the interested parties, who are eligible for SEDAP funding, when the funding cycle begins, what is considered an eligible project, where to go to apply for funding, and how to manage your project from application preparation through project close-out. Copies of all necessary forms are included with this document for your convenience.

This year's revisions, to the manual, help to strengthen the continuity of the SEDAP. After refocusing from award administration to project development and management, continual steps are being taken to ensure logical policies support a consistent program which is vital in facilitating the economic and community development of the region.

In reading this manual if you have questions regarding content, please feel free to contact any of the DRA staff listed on page 45.

Administrative Notice

In an effort to more formally convey changes to program policy and/or procedures the DRA has implemented the execution of Administrative Notices (Notice). These Notices shall serve to memorialize changes which shall be made to the documents herein.

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Table of Abbreviations

Abbreviation	Definition
DRA	Delta Regional Authority
LDD	Local Development District
FCC	Federal Co-Chairman
SEDAP	States' Economic Development Assistance Program
OMB	The President's Office of Management & Budget
SF	Standard Form (SF425: Financial Status Report)
RDP	Regional Development Plan
GIS	Geographic Information System
EPEFs	Existing Public Educational Facilities
IRS	Internal Revenue Service
GSA	General Services Administration
ACH	Automated Clearing House
SAM	Systems Award Management

2014 SEDAP TIMELINE

March 19	Opening of SEDAP Program
July 3	Projects are due to Local Development Districts by 5:00p.m.
July 18	Projects are due to Delta Regional Authority from the Local Development Districts
July 25	All projects are notified, by DRA, for eligibility and priority designation
August 8	In-eligible projects are notified and given a chance to appeal
August 15	Appeals are due to Delta Regional Authority by 5:00 p.m. central.
August 22	Final Determination of appeals by Delta Regional Authority
September 5	Project determination meetings with each state begin

Notification of award selections will be made following board approval process.

Eligible Entities

Entities which are eligible to apply for DRA funding include: **state and local governments (state agencies, city and county/parish) public bodies, and non-profit entities with projects in the DRA region.** Eligible entities owing any type of federal debt are precluded from applying for DRA funding until such time as the federal debt is paid in full. Should a scenario arise where a federal debt is incurred after a DRA award has been made, any disbursement of funds will be "swept" by the Internal Revenue Service (IRS) and applied toward the debt. In this circumstance, no further DRA funds would be disbursed and the awardee would be responsible for repaying these funds to the DRA.

For-profit entities, while not eligible to apply directly, are a key component of economic development, and in many circumstances, the ultimate beneficiary of the project funding. However, an eligible, entity, who owns the property, could rent or lease the property to a for-profit entity for the entity's benefit. DRA will move to acquire property liens where it is in the best interest of DRA to do so. Should the awardee ever decide to dispose of the property purchased, in whole or in part, with DRA project funds, it is the awardee's responsibility to seek DRA's approval prior to disposal. At the DRA's discretion, the return of project funds may be required after the sale of said property.

Funding Pathways

The **"Standard Process"** simply follows the DRA-published guidelines regarding the annual funding program(s). Typically, after the Authority receives an appropriation; an announcement is made to begin the annual funding cycle. Eligible applicants work with Local Development District (LDD) offices to prepare and submit applications to the Authority. Subsequently, a review and determination of project eligibility is made and projects are then selected for funding.

The selection process is a joint meeting between DRA and each state's board member, which is referred to as the Project Determination Meeting. DRA will supply a list of eligible projects, ranked by highest priority to each board member. Any projects meeting federal priority #4 (health or safety risk) will be evaluated first. DRA and the states must agree on the final project allocation before any award documents can be delivered.

All projects, whether Emergency, Contingency, Replacement or SEDAP, are developed in coordination with the appropriate LDD. These projects follow the DRA standard process. Projects are submitted electronically either by or through the LDD whose territory includes the home county/parish of the applicant and/or the county/parish being served.

LDD staff will review and certify that each project is legitimate and meets the parameters of the DRA program. Ultimately, the Authority makes the final determination of eligibility.

However, LDDs will also acknowledge their role and responsibility as project managers for each project, and ensure each project is implemented and regulations are adhered to in a timely manner. In the event an application is deemed ineligible by the Authority, the LDD also serves as the local economic development agency which should be knowledgeable of other state and federal funding sources. Applicants are encouraged to work closely with the LDD in identifying the best available resources for their project.

In order to compensate the LDDs for the administrative work they perform, project administrative fees will be paid from the awarded funds. The formula for determining project administration fees is 5 percent of the first $100,000 and 1 percent of all dollars in excess of $100,000. By example, a $200,000 award would include $6,000 in LDD project administration fees, thereby making $194,000 available for the purpose of the award. Further details of this arrangement and other alternatives can be found in the LDD Memorandum of Agreement.

It should be noted, the appropriate time to consider the project administration fee is when the application is being prepared. This should be discussed with the applicant and the fee included in the DRA requested amount. If the award is made for a lesser amount, all parties should be aware that the awarded amount (project funds) also includes the project administration fee. The administration fee is ONLY paid to the LDD and will not be allowed for consultants or other project managers. Should the LDD choose to waive their administration fee, all funds will be considered project funds.

Rural Community Advancement Program (RCAP) funding is considered discretionary and is subject to several factors including USDA Rural Development eligibility guidelines. DRA typically utilizes this funding account for various RCAP eligible purposes including training, providing technical assistance, planning, etc. In consideration of available funding DRA may choose to consider SEDAP applications, which appear RCAP eligible, for RCAP funding. In this way, DRA can have a greater impact with its investments.

The **"Expedited Process"** will be initiated by the state when an immediate need occurs; however, the DRA reserves the right to also initiate the Expedited process. In certain situations, there may be legitimate reasons for heightened confidentiality and need to respond immediately to ensure the success of a project.

The DRA will review the material available at the time and issue a conditional determination of eligibility within 24 hours. The DRA Board will vote on the project and notification will be made to the prospective applicant and state-level contacts. After conditional approval has been given and votes taken, the DRA staff will work with appropriate parties to secure the necessary application documentation. Barring any unforeseen challenges to the projects eligibility from the application material, the eligibility will be affirmed after the application has been reviewed. The DRA Communications staff will contact awardees to coordinate potential project press events. It is vital that no press announcements are released without prior approval, from the

DRA. This includes but is not limited to newspaper articles, television or radio interviews, or any other printed electronic or recorded media.

Funding Types

"Critical Development" projects are defined as projects including $300 million or more in investment (public and/or private), and other than for technology-related projects, 350 or more jobs created and/or retained. These type projects would naturally fit the requirements of the expedited process should the host state so choose to make this request. Projects must have a multiple state impact and result in immediate and long-term benefits for the area served.

Assuming a DRA state has a critical development project, the following guidelines would be implemented. The DRA Board, including each Governor, would be notified of the project developments and the host state's request. A board vote would be taken to record the affirmative responses of each state and the collective understanding and willingness to forego a certain percent of each state's allocation for this project. Up to half of the host's state's allocation for the particular funding cycle would be utilized for the project and the other seven states would split the difference equally, by percentage, to make up the difference.

"Emergency/Contingency(EC)" funding is defined separately as emergencies related to natural disasters, fire, or unforeseen/unexpected developments which present a health and/or safety risks to communities, which are documented as such by state and or federal agencies; (i.e., Department of Environmental Quality (DEQ, Federal Emergency Management Agency (FEMA), or State Departments of Health). Projects shall include items not covered by insurance.

Contingency projects would fall outside the normal scope and/or timeline of the SEDAP. These type projects would still need to conform to the clarification notes but, DRA would reserve the right to waive any note deemed to be unnecessary upon the written request of the State. EC projects generally do not exceed $150,000. However, funding for all EC projects is dependent upon the availability of funds and approval of the Federal Co-Chairman.

Due to the nature of Emergency/Contingency projects, a certain level of expediency is required and expected. Project applications originating at the LDD should be forwarded to the State (DRA designee/alternate) for review and certification. The certified application will then be forwarded to the DRA for review and eligibility determination. Eligible projects will be voted on by the DRA Board and award documents will be generated and issued to the successful applicant(s). Under normal circumstances that process can be accomplished within 48 hours.

A **"Replacement"** project takes the place of a project that fails to materialize within the current SEDAP funding cycle. In an effort to encourage timely economic development efforts, a state may choose to utilize project funding from the current cycle in order to fund a more

viable project, if a project fails to materialize or begin work within the 18 month window, from date of the Notice to Proceed. A replacement application should be submitted online, and its review will follow the Standard Process outlined above. Provided the project meets DRA eligibility requirements, the project will be voted on by the DRA Board and award documents will be issued. Replacement projects should be "shovel-ready" and DRA reimbursements should begin within the first 90-days of the new project's Notice to Proceed.

As a reminder, eligible applicants include: state and local governments (state agencies, city and county/parish), public bodies, and non-profit entities with projects in the DRA region. The applicant should work with and through the LDD, whose territory includes the home county/parish of the awardee or area served by the project, to submit electronic application material through the project application website.

After the announcement of each year's funding cycle, LDD staff will have adequate time to conduct technical assistance activity and submit the application material to DRA via the application website. DRA will, in turn, review the applications for eligibility and notify the applicants of the decisions. The determination of eligibility for all federal investments is made by the Federal Co-Chairman, which is based on the clarification notes reviewed and approved by the DRA board.

As in years past, applicants will have the opportunity to appeal ineligible decisions and the opportunity to appeal the lack of a priority designation for an eligible project. This process will be further explained on page (35).

Subsequent to exhausting all appeals, each state will be provided a list of eligible priority projects for review. DRA will hold project determination meetings with each state as part of the project selection process. This will ensure all priorities, both state and federal, are given due consideration and fully funded projects result from the process.

Once projects are selected and certified by the State, notifications will be made and award documents will be issued according to the type of project selected. As the executed award documents are returned (via U.S. Mail, email or express courier) to DRA and all documentation is found to be in order, a "Notice to Proceed" will be issued and the awardee will be authorized to begin accruing expenses toward the project. However, the DRA reserves the right to select, any awarded project for press events. DRA communications staff will contact the awardee and local development district directly, to inform them that the project has been selected, for a press event. Until such time as Notice to Proceed has been issued, no local press coverage is allowed.

No expenses accrued prior to the date of the Notice to Proceed will be allowed unless prior approval was obtained in writing from DRA. Quarterly reports will also commence on the first calendar quarter after the date of Notice to Proceed. Reports are due each calendar quarter

thereafter whether project funds have been expended or not. Quarterly reports consist of a financial status report (SF-425), and a comprehensive report narrative (SF-PPR). Project start and end dates are derived from the information provided in form SF-424 (Application for Federal Assistance). Receipt of the Notice to Proceed shall determine the actual start date, for all projects. For example, if a project has requested an 18 month completion time, the project must be completed by 18 months of reward date.

Federal Priority Criteria

- **Innovation and Small Business:** Projects include business and industry prospects committed t job creation and/or retention through the execution of a DRA Participation Agreement. This category also includes projects addressing healthy workforce solutions as a component of Business Development which can clearly demonstrate measurable results in health metrics, and improved employment data for a specific employer or business sector.
- **Regional Approach:** Projects providing benefits to constituents in multiple counties or parishes, or multiple municipalities within a single county or parish.
- **Emergency Funding Need:** Projects shall clearly demonstrate, but for the DRA funding, the negative implications of inaction would result in immediate and detrimental health and/or safety issues for the constituents served. This type project will carry the highest priority and also the highest threshold for meeting this guideline.
- **Funding Partner Initiatives:** Applicants such as communities which receive the Investing in Manufacturers Community Partnership (IMCP). For further details, please see www.eda.gov/challenges/imcp
- **Small Business:** Projects which seek to implement based upon the small business and entrepreneurship framework. For more information see www.dra.gov/initiatives/small-business

DRA Regional Development Plan Goals

Please refer to the DRA Regional Development Plan (RDP) for a complete listing of the objectives listed for each of the three goals below. Visit www.dra.gov and download the RDP to help ensure project applications are successful. A summary of initiatives begins on page 17 of the RDP. The following list provides a summary of the RDP objectives:

- **Competitive, Productive Workforce:** This goal encompasses the vision of the plan with an aggressive agenda focused on addressing workforce competitiveness in the region. It also supports existing initiatives related to health, workforce training, and regional partnerships.

- **Physical and Digital Connections:** DRA's continuing efforts to support telecommunications (iDelta), highways, and energy producing capacity are given a detailed review and connected to the larger concern for the regional workforce.

Sustainable Communities: The concept of "sustainable communities" reinforces what every economist and every resident already knows, growth requires jobs and investment. The sustainability leading to economic vitality is measurable. After analyzing more than a hundred variables, and as seen on page 12 of the RDP this plan emphasizes seven key factors empirically shown to drive employment growth and be linked to quality of place.

States' DRA Strategic Plan Priorities/Goals

To review state plans, visit the DRA website at www.dra.gov.

Each state plan is designed to dovetail into the Authority's RDP and is reviewed and revised with each new administration or every five years. Because each state's plan is slightly different, the priorities and goals for each are not listed here.

Online Project Application Process

DRA has taken a proactive role in bringing accountability, compliance and transparency to the project application process. The Authority is currently seeking to make the online application an interactive resource, and all groups will gain an invaluable management tool.

The following documentation provides a brief tutorial on the www.dra.gov site. As previously stated, eligible applicants include state and local governments (state agencies, city and county/parish), pubic bodies, and non-profit entities with projects in the DRA region.

Applicants are strongly encouraged to work with and through the LDD, whose territory covers the applicant's home county/parish, to fill out the online application materials. All applications will be electronically transmitted to the appropriate LDD, if not generated by the LDD, for review and approval prior to being sent to DRA for eligibility review. The LDD is committed to manage and provide technical assistance to the applicant/awardee during this phase of the application process.

After logging in to www.dra.gov/econom-development, the applicant and/or LDD will follow the steps below:

- Establish a login with secure credentials;
    - Applicants will be able to view project information and track the progress of the application process;
    - LDDs will have access to all projects within their district and will manage the flow of information from within this site;
    - Other interested parties will be able to view general information about projects within each state or the region;
- Applications submitted by applicants are electronically directed to the appropriate LDD office for review and certification (certification means the application is in substantial compliance with eligibility clarification notes). Applications can also be prepared by the LDD on behalf of the applicant;
- Such certified applications are kept in an electronic database for viewing, editing and/or printing;
- Electronic notification is sent to DRA indicating completed/certified projects are ready for DRA review;
- DRA staff will review for eligibility and priority designation. Using the online management tools, DRA staff will indicate opinion(s) of eligibility and priority declaration;
- The FCC will make the final determination of eligibility and priority designation;
- Electronically notification is then sent to the LDD, board member(s), and applicant;
- At the discretion of the state and concurrence of DRA, eligible priority projects can be selected at this time to enter an expedited application process (see page 8 above for details of the "Expedited Process");
- Ineligible projects and projects lacking the priority designation are provided an appeal opportunity. By providing additional/supplemental information, DRA will again review and provide opinion(s) and final determination;
- The LDD, board member(s), and applicant are again notified electronically of the final determination with no further recourse;
- Once all appeals have been reviewed and determined, a list of eligible projects/priority projects is generated and a link sent to each state's Governor, designee and alternate for state review in preparation for project determination meetings;
    - Priority projects will be shown separately on the list including status (if already selected for the expedited process);

- Priority projects not already selected for the expedited process must be considered for funding prior to any eligible project lacking a priority designation;
- The state's allocation and balance will be provided to assist in the selection process;
- Projects without the priority designation will be funded if (1) there are no priority projects, (2) funds remain after all priority projects have been funded, or (3) the project is mutually agreed upon by both the state and federal counterparts;
- Project budgets must remain intact in order to fund complete projects. If DRA funds are decreased, other funds must be identified in order to offset the difference and an affidavit must be signed by the applicant to this effect. DRA funds cannot be increased to remove or decrease a leveraged amount;

- DRA will meet with each state individually to jointly determine the state's project selections;
- Each project is submitted for a board vote as it becomes available (i.e., "rolling board vote");
- Upon concurrence of the FCC, award documents are generated for each selected project and the LDD and applicant are notified;
- LDDs will work with the pre-awardees to provide technical assistance;
- Award documents will be printed, signed, and mailed to DRA (hard copies are required due to some of the award documents requiring a notary and other numerous supporting documents which may be required);
- Once the award documents are received, DRA will utilize the application website to date/time stamp the receipt of documents; DRA staff will review and, if complete, will issue a Notice to Proceed to the LDD, Board member(s), and awardee;
- Project events, such as Notice to Proceed signings, may take place during this time; DRA communications staff will coordinate these events or determine, on a per project basis, that an event is not needed or necessary and
- Upon receipt of the Notice to Proceed, awardees may now begin incurring expenses for the project or DRA portion of the project, if so structured.

Appeals Process

During the current fiscal year project funding cycle, all appeals will be initiated after the determination of eligibility stage.

There will be two different types of appeal available:

- Appeal for ineligible projects; and
- Appeal for eligible projects lacking a priority designation

Should a project be determined ineligible, the following steps will occur:

- A notification outlining reasons for ineligibility, pursuant to the clarification notes and/or other necessary information will be sent to the applicant and other project development team members, additional comments will be included, by DRA staff, to assist applicants with strengthening the application.
- Applicants will have five working days to submit additional documentation or supplemental information which will satisfy all eligibility requirements;
- Upon receipt of the additional information the DRA project development team will review and provide an opinion of eligibility;
- Projects will then be sent to the FCC for review and determination of final eligibility; and
- Within three working days from the time the additional information is received a notification will be sent back to the applicant and team members with the appeal results.

Should a project be determined eligible but lacking a priority designation, the following steps will occur:

- A notification outlining the reasons for the lack of a priority designation will be sent to the applicant and other project development team members; additional comments will be included, by DRA staff, to assist applicants with strengthening their application.
- Applicants will have five working days to submit additional documentation or supplemental information which will justify elevating the project's designation;
- Upon receipt of the additional information, the DRA project development team will review and provide an opinion of the appropriate priority designation;
- Projects will then be sent to the FCC for review and determination of final priority designation; and results.
- Within three working days from the time the additional information is received, a notification will be sent back to the applicant and team members with the appeal.

FISCAL YEAR 2014
STATES' ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM ALLOCATION FORMULA

The DRA enabling legislation requires the Authority to update distressed county designations annually. The following calculations reflect these updates.

2014 Allocation Methodology

Factors used in determining 2014 Allocation:

Factor	Factor Percentage
Equity Factor (divided equally among eight states)	50%
Population Factor (DRA counties/parishes only)	10%
Distressed Population (DRA counties/parishes only)	20%
Distressed County Area (DRA counties/parishes only)	20%

The model included factors using 2014 Distressed Counties data (based on 2012 Per Capita Income from the Bureau of Economic analysis and average from September 2011 to August 2014 National Unemployment Rate) to determine each State's allocated percent of the total budgeted for SEDAP. The table below shows the Fiscal Year 2014 States' Allocation.

Table-FY14 States' Allocations

Alabama	10.66%	$1,007,128.19
Arkansas	14.92%	$1,409,639.32
Illinois	7.88%	$744,740.07
Kentucky	9.18%	$867,005.19
Louisiana	16.90%	$1,596,438.50
Mississippi	14.67%	$1,386,206.75
Missouri	11.53%	$1,088,953.22
Tennessee	14.27%	$1,348,506.76
	Total	**$9,448,618.00**

For additional information regarding the DRA's annual budget that is explained in detail in the agency's Performance and Accountability Report completed at the end of each fiscal year, visit the DRA website at www.dra.gov/transparency.

Post Award

Compliance: By executing the award documents the awardee is affirming he or she will be accountable for the way the funds are spent and for meeting the target outcome measures. When a private entity is involved in the project, with the creation and/or retention of jobs, DRA requires the company to be held accountable for attaining those metrics through the use of the Participation Agreement (PA) . At every level accountability is vital to the success of the project and ultimately the resurgence of this region. The DRA award agreement provides for a number of other DRA-specific requirements for submitting reports, contracting procedures, and disbursements of funds, to name a few.

LDDs play a key role in ensuring accountability at the local level. As part of the technical assistance provided by LDDs, each district shall ensure awardee compliance with the various DRA award document requirements as well as state laws. Some federal requirements such as the Civil Rights Act and Americans with Disabilities Act are mandatory, for all federal funding.

The federal and DRA-specific requirements pertain to all counties and parishes. State laws, however, are specific to each state and when necessary will supersede DRA-specific requirements. It is the responsibility of the awardee to follow all state laws during the bidding and contracting portion of the project. This is an area where LDDs can provide essential compliance oversight as part of the technical assistance package.

Monitoring: DRA Project Monitors will work with and through the LDD to schedule site visits. These monitoring visits will more closely resemble a mini-audit, as the project monitor will be looking for evidence of compliance and accountability. The visit will include such items as a review of financial records, procedures, contracts, and overall awardee capabilities. If deficiencies are found, DRA and LDD staff will work to improve the awardee's abilities where possible.

In an effort to implement these visits in a timely and efficient manner, the Authority has devised the Site Visit Monitoring and Compliance Form (see pp 96-101). Typically, the LDD will be notified that a project has been selected for site visitation. The awardee will then receive no less than 10 business days to compile all requested information and return it to DRA, prior to the pre-scheduled site visit, by DRA staff. Upon return of required information, the actual site visit will commence and a written appraisal will be forwarded to both the LDD and awardee within 30 days.

Reporting

The most important aspect of the monitoring process is providing timely, accurate and comprehensive quarterly reports. It is the responsibility of the awardee to provide this information, although some LDDs include this activity as part of the technical assistance package. The reports shall follow the DRA approved format and include a form SF-425 (financial status report) and form SF-PPR (report narrative).

Quarterly report narratives shall include current information and reflect back on the tasks, timeline, and output/outcome measures described in the award application. Relevant information should include activities which occurred during the previous quarter, any problems or disruptions which prevented the project from being completed on time, and what tasks are expected to occur in the coming quarter. Quarters are divided by the calendar quarter and reports are due to DRA by the 15th of the month following the end of each quarter.

These reports and the information therein are vital to helping DRA and LDD staffs understand the status of each project. There should never be an instance where a project report merely states "no activity". If for that quarter, there was "no activity" there must be an explanation as to why there was no activity and what tasks are expected to occur next quarter. Further, the report shall state how the awardee expects to meet the timeline. Project monitors need this information in order to make sound decisions regarding change of scope requests, timeline extensions, and project site visits.

Final reports are due at project closing and should reflect the actual outcomes of the project as compared to the outcomes projected in the application materials. An introspective assessment of the project's perceived success or failure is also required. If a printed document is produced with DRA funding, an electronic copy should be included.

DRA will work to provide management tools, on www.dra.gov, which will assist all parties in meeting compliance and monitoring requirements. Reminders and templates will ease some of the paperwork burden. LDDs will be able to review at a glance each project's status as it relates to reporting and disbursements. This repository of online information and real-time communication will increase the effectiveness of project development in the region. By developing partnerships, DRA looks to strengthen relationships at all levels. This can be accomplished while ensuring integrity in the program by focusing on accountability.

Reimbursement

Funds are reimbursed to awardees for eligible expenses as determined by the appropriate set of Cost Principles for the entity type. The required documentation includes: form SF270, the DRA Worksheet, and all other supporting documents. Supporting documents could include itemized bills, invoices, and receipts, detailed accounting of personnel costs, copies of

contracts and/or a contractor's partial pay estimate. As outlined in the DRA Worksheet, there could be DRA costs as well as Non-DRA costs; invoices should be provided for ALL costs. All funding sources should be drawn down at their pro-rata share as determined in the application material, unless prior approval has been awarded in writing by DRA to do otherwise.

Upon receipt, review, and approval of the request, funds will be transferred electronically to the account established for the project by the awardee and as identified in the Automated Clearing House (ACH) form SF-3881, provided to DRA. The information provided on all ACH forms, to DRA, must match the banking information which is registered in SAM.gov. Further information, for SAM.gov is listed below. The reimbursement process generally takes seven to ten business days to complete. However, if errors in the documentation are found or there is a lack of sufficient supporting details, the DRA staff will work with and through the LDD to make necessary corrections. Copies of all forms and worksheets are provided in the subsequent sections attached hereto.

System for Award Management (SAM.GOV) and Central Contractor Registration (CCR)

It is imperative that awardees keep information in the System for Award Management, better known as, SAM updated. Awardee information, in SAM, **MUST** be updated yearly. Failure to update information in SAM can and will result in the return of payments by General Service Administration/ US Treasury. It is the responsibility of the **awardee** to update all information. **Neither the DRA nor LDD has access to SAM to update awardee information.** Step by step instructions can be found in (pages 36-46); there are several important pre-steps to remember, for SAM registration. They are as follows:

- Registration is FREE at www.sam.gov. Beware of imposter sites or companies that will complete your registration for a fee.
- An active SAM registration is required in order to be awarded a contract with the federal government and to be paid for work performed.
- If you had an active record in CCR, you have an active record in SAM. To update or renew your records in SAM, you will need to follow the instructions in the guide. Your CCR log-in will not work in SAM.
- You must have a DUNS number to register in SAM. If you already have a DUNS number and need to update information on file with Dun and Bradstreet, do so at least 24 hours prior to updating information in SAM.
- You must have a Tax Identification Number (TIN or EIN) in order to register a business.

- Your business is referred to as an “entity” by SAM.
- If your CCR profile is linked to an email address that is no longer active within your firm; contact the Federal Help Desk after completing the migration, contact the SAM.gov, hotline to submit your registration, you must review and save the entire SAM record in one sitting.
- Due to IRS validation, It will take 3-5 business days for your registration to become active after submittal

Change of Scope Request

Occasionally, an awardee would like to make subtle changes to the original project scope, which will require prior written approval from DRA. A written request should be submitted to the Director of Project Development & Management detailing the proposed request (see the attached new form DRA-216). Upon receipt, DRA staff will review and make the appropriate administrative decisions within five business days.

Change of Scope requests include but are not limited to the following examples: budget modification within budget categories, timeline extension, size of the overall project, expansion/reduction of services, etc. Any change in the size of a project, due to other funding sources withdrawing from the project, must result in a viable, fully funded, and eligible project.

Any request which would result in a different project or project purpose than that originally approved would not meet the guidelines for a change of scope. SEDAP funds are made available for specific project purposes, not for awardees to use until expended. Requests determined to be more than a change of scope will be declined and an explanation of the decision will be provided to the awardee.

Project Closeout

DRA recognizes that de-obligation of funds is occasionally required at the end of a project, which may occur upon completion of all necessary work or when an awardee does not live up to the expectations to which they committed. De-obligation can occur in one of two ways, administrative or by rescission of funds.

Administrative de-obligations occur upon the successful completion of a project. Once the final report is received and all administrative payments have been made any remaining funds shall be de-obligated. The awardee should provide written notice to DRA that the project is complete and remaining funds are no longer needed for the project. When fully approved, these funds will be de-obligated with General Services Administration (GSA) and applied to the Emergency/Contingency account.

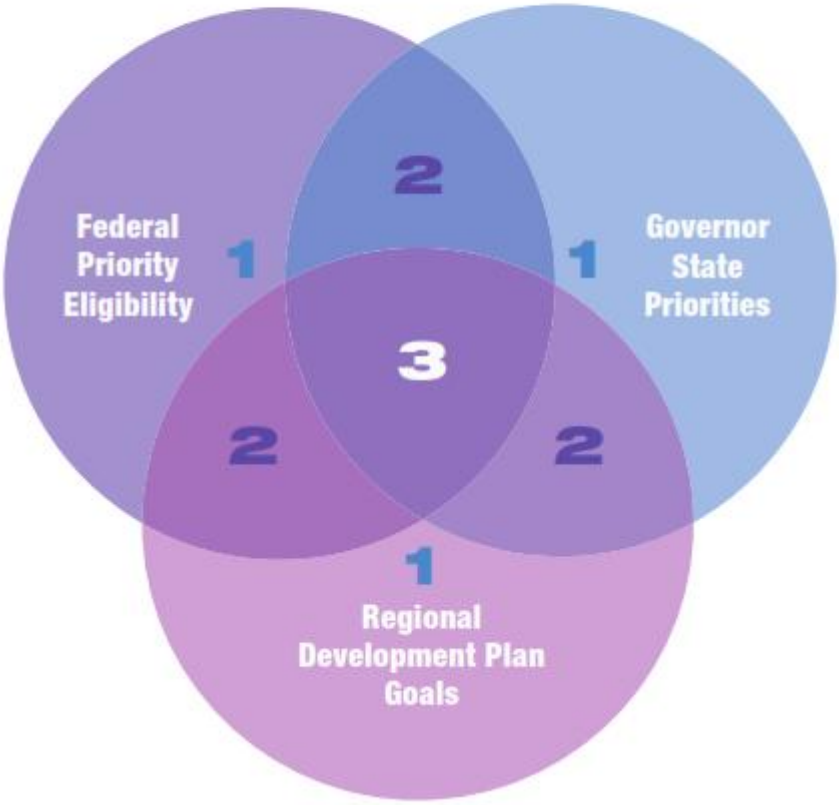
Rescission of funds occurs when an awardee allows 18-months to pass without a reimbursement request for eligible expenses, not including LDD administrative fees. When this occurs, the following measures are enacted

- On the first day of the 17th month awardees and all interested parties will be provided a copy of an Administrative Notice, DRA 11.003 allowing awardees 30-days to provide the necessary documentation to successfully request DRA funds for eligible, reimbursable expenses and/or request up to a 90-day project extension, which will be approved or denied by DRA within 15 business days of the receipt of the request.

If an extension is not awarded or there is no communication from the awardee within 30 days, an automatic final notice will be sent to the awardee informing them that funds have been rescinded.

The diagram lists the individual funding categories and priority criteria for each component. A project must first meet the eligibility criteria found in the outer layer before passing through to the inner layers of additional investment focus. All eligible projects will be arranged from highest to lowest priority and project selections will be made from this list. Projects not meeting eligibility criteria in the outer layer are not reviewed further to determine priority ranking and will not be considered for funding.

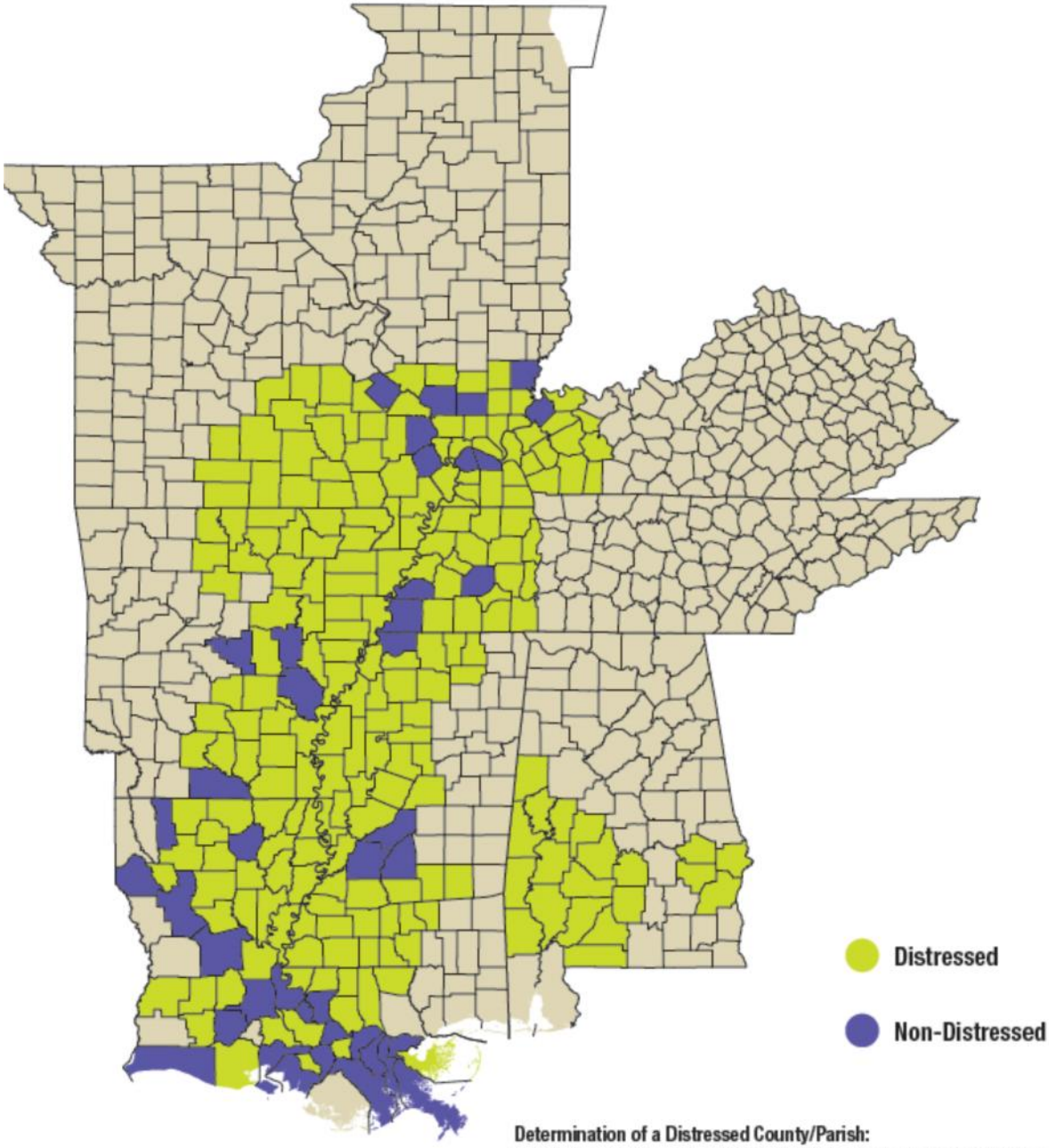
DRA Project Funding Process



The above Venn Diagram depicts three additional areas of investment focus for projects determined to be eligible for funding. The three additional areas include: federal priorities, DRA Regional Development Plan goals, and goals from individual state strategic plans. Project applications should demonstrate how the proposed activities meet at least some of the priorities and goals from each of the three areas. In this way, a project becomes more competitive and rises in priority ranking.

The diagram provides a visual representation of how a project achieves the highest priority ranking. The area where all three circles overlap includes projects meeting some priority criteria in each area. Projects meeting criteria in two of the three areas have a lesser priority ranking and can be considered for funding after top priority projects have been funded.

FY 2014 DRA Distressed/Non-Distressed Counties and Parishes



Determination of a Distressed County/Parish:
Unemployment rate of one percent higher (9.8 percent) than the national average (8.8 percent) for the most recent 24-month period; or have a per capita income of 80 percent or less of the national per capita income.

FY 2014 DRA Counties and Parishes

In FY 2013, the DRA Service Area encompassed a total of 210 distressed counties and parishes of 252 total counties and parishes. For FY 2014, 212 counties unfortunately met the distressed threshold. To be deemed distressed, counties and parishes must meet one of the following criteria:

1. An unemployment rate of one percent higher (9.8 percent) than the national average (8.8 percent) for the most recent 24-month period; or
2. Have a per capita income of 80 percent or less of the national per capita income.

To determine pockets of distress in non-distressed counties, 2010 Census Tract information was reviewed to determine which tracts meet the distressed criteria the 2006-2010 American Community Survey 5-Year Estimates for unemployment and Per Capita Income were used. The following table illustrates counties and parishes whose status changed for FY14. Counties/parishes that no longer meet either of the aforementioned criteria are reassigned as non-distressed counties. Counties/parishes that may have been categorized as distressed in FY13 and now meet one or both of the formula criteria are reassigned, per guidelines, to reflect status as non-distressed counties.

FY 2014 DRA Newly Distressed Counties and Parishes

Alabama
(None)

Arkansas
Cleveland

Illinois
Gallatin
Saline

Kentucky
Hickman
Trigg

Louisiana
East Feliciana
St. Bernard

Mississippi
Lafayette

Missouri
Butler

Tennessee
Shelby
Tipton

FY 2014 DRA Newly Non-Distressed Counties and Parishes

Alabama
(None)

Arkansas
Arkansas
Prairie

Illinois
(None)

Kentucky
Union

Louisiana
Acadia
Assumption
Cameron
De Soto
Natchitoches

Mississippi
(None)

Missouri
(None)

Tennessee
(None)

FY 2014 DRA Distressed Counties and Parishes

Alabama

Barbour
Bullock
Butler
Choctaw
Clarke
Conecuh
Dallas
Escambia
Greene
Hale
Lowndes
Macon
Marengo
Monroe
Perry
Pickens
Russell
Sumter
Washington
Wilcox

Arkansas

Ashley
Baxter
Bradley
Calhoun
Chicot
Clay
Cleveland
Craighead
Crittenden
Cross
Dallas
Desha
Drew
Fulton
Grant
Greene
Independence
Izard
Jackson
Jefferson
Lawrence
Lee
Lincoln
Lonoke
Marion
Mississippi
Monroe
Ouachita
Phillips
Poinsett
Randolph
St. Francis
Searcy
Sharp
Stone
Van Buren
White
Woodruff

Illinois

Alexander
Franklin
Gallatin
Hamilton
Hardin
Johnson
Massac
Perry
Pope
Pulaski
Saline
Randolph
Union

Kentucky

Caldwell
Calloway
Carlisle
Christian
Crittenden
Fulton
Graves
Henderson
Hickman
Hopkins
Livingston
Lyon
McLean
Marshall
Muhlenberg
Todd
Trigg
Webster

Louisiana

Allen
Avoyelles
Beauregard
Bienville
Caldwell
Catahoula
Claiborne
Concordia
East Carroll
East Feliciana
Evangeline
Franklin
Grant
Iberville
Jackson
Jefferson Davis
La Salle
Lincoln
Livingston
Madison
Morehouse
Red River
Richland
St. Bernard
St. Helena
St. James
St. Martin
Tangipahoa
Tensas
Union
Vermillion
Washington
West Carroll
West Feliciana
Winn

FY 2014 DRA Distressed Counties and Parishes

Mississippi

Adams
Amite
Attala
Benton
Bolivar
Carroll
Claiborne
Coahoma
Copiah
Covington
Franklin
Grenada
Holmes
Humphreys
Issaquena
Jasper
Jefferson
Jefferson Davis
Lafayette
Lawrence
Leflore
Lincoln
Marion
Marshall
Montgomery
Panola

Pike
Quitman
Sharkey
Simpson
Smith
Sunflower
Tallahatchie
Tate
Tippah
Tunica
Union
Walthall
Warren
Washington
Wilkinson
Yalobusha
Yazoo

Missouri

Bollinger
Butler
Carter
Crawford
Dent
Douglas
Dunklin
Howell
Iron
Madison
Mississippi
New Madrid
Oregon
Ozark
Pemiscot

Perry
Phelps
Reynolds
Ripley
Shannon
St. Francois
Stoddard
Texas
Washington
Wayne
Wright

Tennessee

Benton
Carroll
Chester
Crockett
Decatur
Dyer
Fayette
Gibson
Hardeman
Hardin
Haywood
Henderson
Henry
Lake
Lauderdale
McNairy
Obion
Shelby
Tipton
Weakley

FY 2014 DRA Non-Distressed Counties and Parishes

Alabama

(None)

Arkansas

Arkansas
Prairie
Pulaski
Union

Illinois

Jackson
White
Williamson

Kentucky

Ballard
McCracken
Union

Louisiana

Acadia
Ascension
Assumption
Cameron
De Soto
East Baton Rouge
Iberia
Jefferson
Lafourche
Natchitoches
Orleans
Ouachita
Plaquemines
Pointe Coupee
Rapides
St. Charles
St. John the Baptist
St. Landry
St. Mary
Webster
West Baton Rouge

Mississippi

DeSoto
Hinds
Madison
Rankin

Missouri

Cape Girardeau
Scott
St. Genevieve

Tennessee

Madison

DELTA REGIONAL AUTHORITY
STATES' ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM (SEDAP)
ELIGIBILITY CLARIFICATION NOTES

PREAMBLE

The Delta Regional Authority (DRA) follows a concise set of guidelines when determining the eligibility of projects submitted for award funding. This document provides DRA staff with the necessary means to make those determinations. DRA's role in this process is to ultimately create an active list of economic development projects, separated into priority and non-priority categories, which will provide the governor of each state with a list of eligible projects for his or her selections.

In order to elevate any project to "priority" status, applicants must also clearly demonstrate how the project would meet at least one of the Federal Priority Eligibility Criteria, at least one of the DRA Regional Development Plan goals, and at least one of the State's DRA Strategic Plan priorities, which are enumerated below. Additionally, infrastructure projects must demonstrate job creation and/or retention in order to be considered a priority project. Each project will be reviewed on its own merit.

Potential applicants for DRA funding should familiarize themselves with this document and provide conclusive evidence, within the application package, which clearly describes the eligible nature of the project. This determination must be consistent with the definitions found below and supported with proper documentation.

SUSTAINABILITY

Applicants must demonstrate through a sound, comprehensive business plan based on hard data, proven methodology and reasonable forecasts acceptable to DRA that the applicant is capable of maintaining the project after DRA funding to assure the sustainability of the project and achievement of the level of service outlined in the project description.

Sustainability, by definition, includes all costs associated with management, operation and maintenance necessary to maintain an acceptable level of service. A project will NOT be deemed sustainable if it is dependent on future awards to meet its normal operating expenses.

Feasibility/marketing type studies will be considered non-sustainable and speculative, therefore they will NOT be considered eligible.

Projects deemed “speculative” in any of the four funding areas will NOT be eligible.

ENTITIES

ELIGIBLE

The DRA States Economic Development Assistance Program is ONLY available to participating member states, local governments (city and county/parish), public bodies, and non-profit entities. Eligible entities must submit their electronic application through the Local Development District (LDD) office servicing the area of the project location. The LDD will certify that the project application is complete and for an eligible purpose as outlined herein.

INELIGIBLE

The DRA States’ Economic Development Assistance Program is not available to private/for-profit entities and those entities normally deemed eligible but due to prior award history have been identified as ineligible for future awards.

Eligible entities owing any type of federal debt are precluded from applying for DRA funding until such time as the federal debt is paid in full. Should a scenario arise where a federal debt is incurred after a DRA award has been made, any disbursement of award funds will be swept by the Internal Revenue Service and applied toward the debt. In this circumstance no further DRA funds would be disbursed and the awardee would be responsible for repaying to DRA an amount equal to the swept amount.

PURPOSES

ELIGIBLE

The following four funding categories as found in the Delta Regional Authority Act of 2000, as amended, represent the continued focus for all DRA investments. This document has been organized under each one of these categories.

1. Basic public infrastructure in distressed counties and isolated areas of distress.
2. Transportation infrastructure for the purpose of facilitating economic development in the region.
3. Business development, with an emphasis on entrepreneurship.
4. Job training or employment-related education, with an emphasis on the use of existing public educational institutions located in the region.

INELIGIBLE

Eligible entities may NOT be conduits for private-sector entities. Property purchased with DRA funding cannot, in turn, be sold to a private entity beneficiary.

NO financial assistance will be authorized to assist any relocation from one area (of the region) to another, except as authorized, to attract businesses from outside the DRA region to the DRA region, or to prevent a business from leaving the DRA region.

DRA funding CANNOT be used to "supplant" existing funding streams. Other funding sources shall not be reduced with the addition of DRA funding.

FUNDING CATEGORY SPECIFICS

BASIC PUBLIC INFRASTRUCTURE

For the purposes of the Delta Regional Authority's States' Economic Development Assistance Program (SEDAP), the term "Basic Public Infrastructure" shall mean Water and Wastewater Facilities, Electric and Gas Utilities, Broadband Delivery, and Solid Waste Landfills, all of which are fundamental services necessary to promote growth and attract business, which have a useful life of 20 years or more.

1. Basic residential infrastructure projects for communities in distressed counties/parishes, or isolated areas designated distressed in non-distressed counties/parishes may be considered provided they meet the program requirements set out in other applicable clarification notes. "Isolated Areas of Distress" shall mean areas of distress identifiable by census tract (distressed county criteria) within a non-distressed county.

2. DRA funding will NOT be used for projects deemed to be "Maintenance" or "Deferred Maintenance". Maintenance shall mean the work of keeping something in proper condition or upkeep. Deferred Maintenance shall mean to put off, postpone, or procrastinate the act of maintenance. However, infrastructure projects like dredging of ports will be considered if demonstrated to result in job creation and/or retention.

3. Geographic Information System (GIS) and Broadband projects (not to include speculative or feasibility-type studies – rather, complete and sustainable projects) will be considered technological infrastructure, a subpart of "basic public infrastructure", and will be deemed eligible for State, County/Parish, or Municipal government entities, if they do not directly subsidize for-profit entities.

4. Government facility construction and/or improvements (including but not limited to, local/state government offices, libraries, multi-purpose buildings and public education buildings/schools) will NOT be eligible. However, projects such as fire or police station construction and/or improvements will be considered eligible under this provision. Evidence shall be provided, with the application, that the project will have a positive impact on the community through lower taxes/insurance rates and/or includes a multi-jurisdictional coverage area that is un-served.

TRANSPORTATION INFRASTRUCTURE

5. Transportation Infrastructure shall mean basic physical structures needed to support and/or create a transportation system, which shall include roadways, bridges, rail, port facilities, airports, and other structures deemed to be central to an overall transportation system.

6. Local, state and/or federal road, highway and/or bridge maintenance projects will NOT be eligible for DRA funding.

BUSINESS DEVELOPMENT (with an emphasis on entrepreneurship)

7. Business Development shall mean those areas of business development which include entrepreneurship, the creation of new businesses or the retention or expansion of existing businesses in the local communities.

8. Will only allow funding of start-up facilities if it results in an economic development project or a committed business incubator tenant.

9. For traditional incubation projects, applicants must document that a need exists per standards of research described by the National Business Incubation Association. A plan should also be developed to coincide with standards of operation as set forth by the National Business Incubation Association.

   "Business incubation shall mean a business support process that accelerates the successful development of start-up and fledgling companies by providing entrepreneurs with an array of targeted resources and services".

WORKFORCE DEVELOPMENT

10. Workforce Development shall mean job training or employment-related education for a specific employer or industry sector to fill immediate job openings or retain current jobs, which are documented as such by that specific employer or industry expert. Delivery of such training shall be through the use of existing public educational facilities (EPEFs) located in the Region.

    However, if, the pre-applicant demonstrates (1) sufficient documentation demonstrating an EPEF's inability (as examples, insufficient capacity, curriculum, and/or accessibility) to satisfy the defined need, and the pre-applicant (2) demonstrates a compelling need to use a non-EPEF for such training, then the Federal Co-Chairman can waive this requirement and deem a project eligible.

11. Other than for "Workforce Development" projects as described above, start-up or ongoing operating costs (including but not limited to, salaries, vehicles, equipment and maintenance) will NOT be deemed eligible.

ADDITIONAL AREAS OF INVESTMENT FOCUS

In addition to the above referenced four funding categories and associated clarification notes, it is also important to clearly demonstrate how the project would meet at least one of the Federal Priority Eligibility Criteria, at least one of the DRA Regional Development Plan Goals, and at least one of the States' DRA Strategic Plan Priorities in order to achieve "priority" status for each project. Priority projects will be considered first for DRA funding over other eligible non-priority projects.

FEDERAL PRIORITY ELIGIBILITY CRITERIA

1. **Innovation & Small Business -** Projects that include business and industry prospects committed to job creation and/or retention, through the execution of a DRA Participation Agreement.

2. **Regional Approach -** Projects that provide benefit to constituents in multiple counties or parishes, or multiple municipalities within a single county or parish.

3. **Multiple Funding Partners -** Projects that include multiple funding sources, both public and/or private.

4. **Emergency Funding Need -** Projects that can clearly demonstrate, but for DRA funding, the negative implications of inaction would result in immediate and detrimental health and/or safety issues for the constituents served.

5. **Funding Partner Initiatives:** As DRA establishes federal partnerships, through program initiatives, designed to provide supplemental funding support, DRA will give additional consideration to applicants, such as communities receiving the Investing in Manufacturers Community Partnership. For further details, please see, www.eda.gov/challenges/imcp

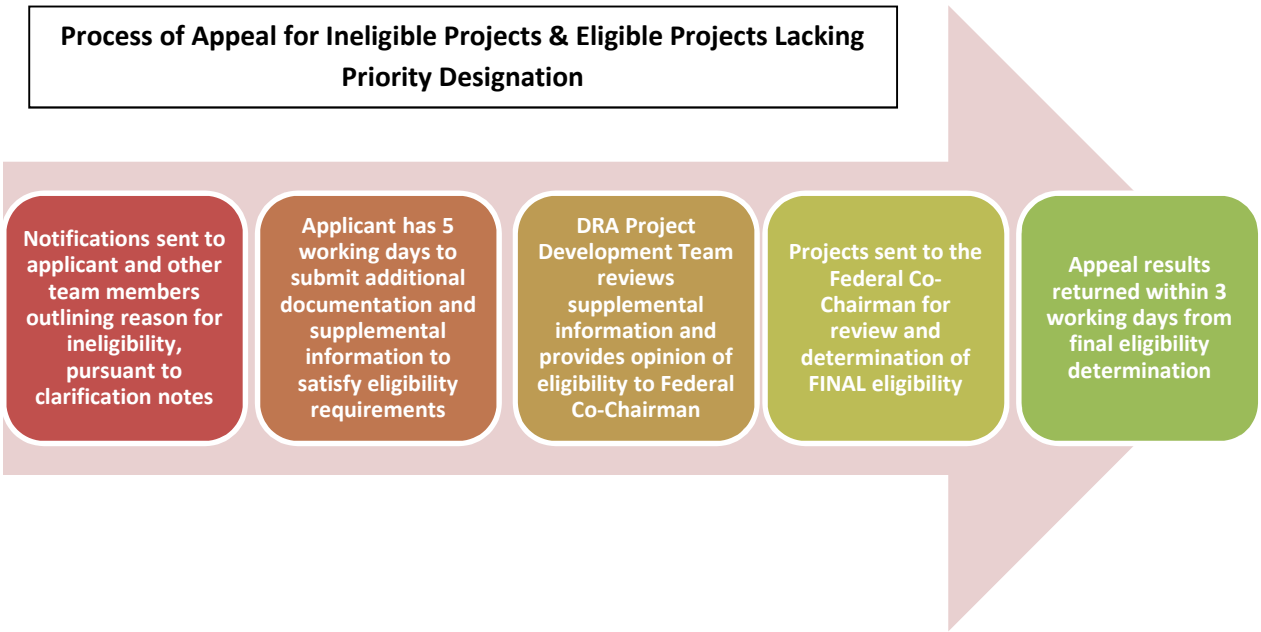
6. **Small Business Framework:** Must clearly demonstrate how the project aligns with the policy set forth in the small business framework document.

DRA REGIONAL DEVELOPMENT PLAN GOALS

For a complete listing of the objectives listed under each of the three goals below, visit http://www.dra.gov/programs/regional-dev-plan/ and click on "DRA".

Appeals Process

During determination of initial eligibility, there may be projects submitted that are deemed ineligible for funding. All applicants whose applications are deemed ineligible have the option to appeal. Typically appeals are accepted on the following conditions: 1) appeals may be submitted for ineligible projects; and 2) appeals may be submitted for projects determined eligible, but lack a priority designation, as listed in the SEDAP Manual, to address: Basic Public Infrastructure (BPI), Transportation Infrastructure (TI), Business Development (BD), or Workforce Development (WD).



<u>Appeals Process</u>

1. Notifications sent to applicant.
2. Applicant has five (5) days to submit more documentation.
3. Review of appeal by Project Development and Management team.
4. Project sent to Federal Co-Chairman.
5. Appeal results returned to applicant within three (3) working days.

Every effort is made to assist projects deemed ineligible or eligible and lacking priority status to meet the necessary criteria for funding. Of 106 applications deemed ineligible for FY 2014 SEDAP funding: 21 were appealed resulting in three reversals. To determine eligibility, DRA reviews all priority areas for applicability, which can help increase a project's priority status.

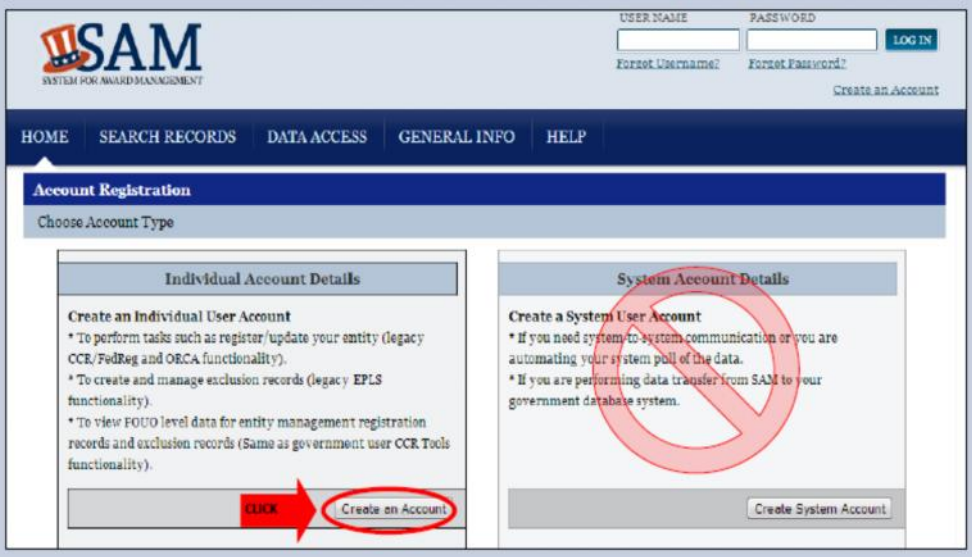
OVERVIEW OF SAM

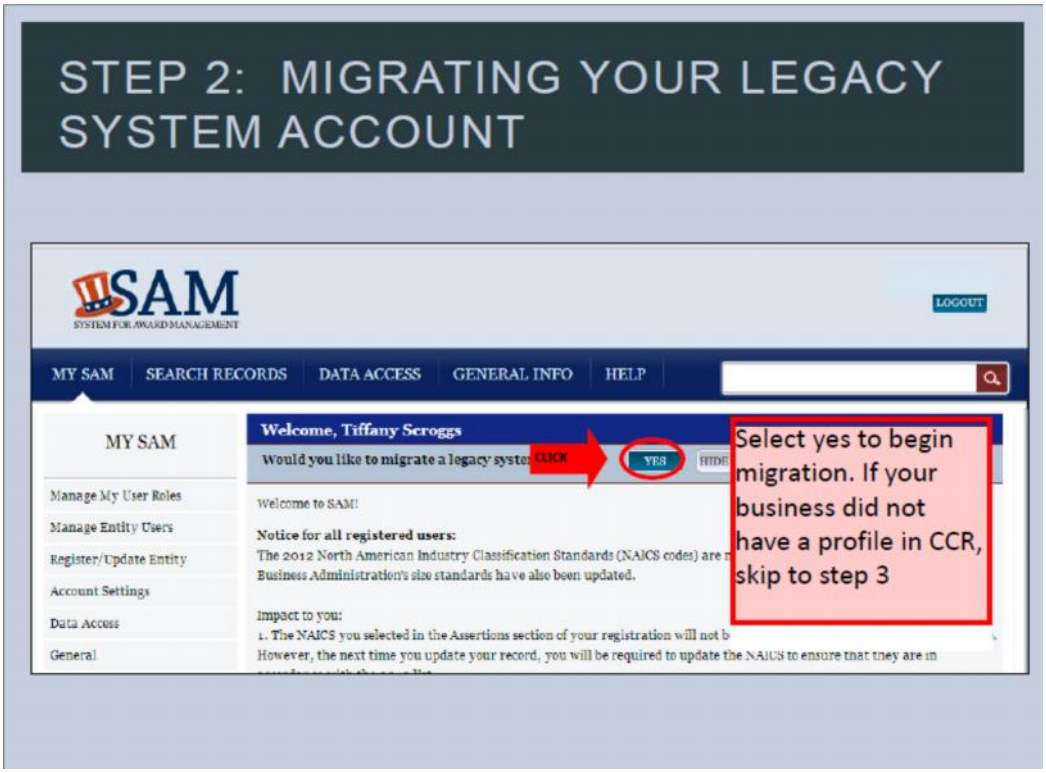
* Indicates systems currently in SAM as of 12/4/12

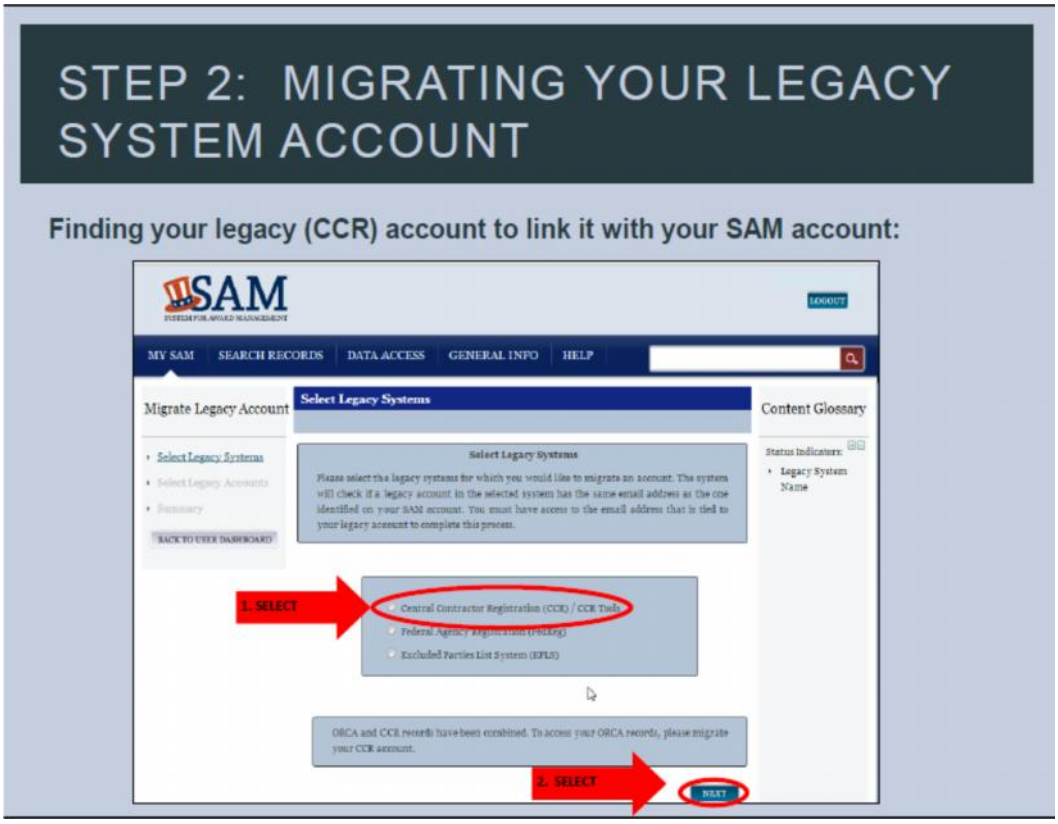
STEP 1: CREATING AN INDIVIDUAL ACCOUNT

Go to www.sam.gov

STEP 1: CREATING AN INDIVIDUAL ACCOUNT

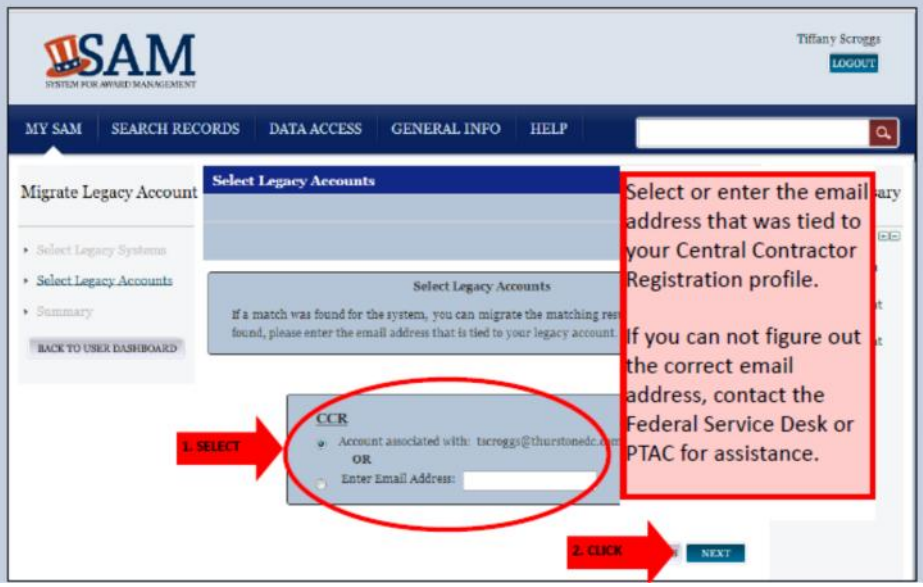



STEP 2: MIGRATING YOUR LEGACY SYSTEM ACCOUNT
SAM
SYSTEM FOR AWARD MANAGEMENT
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
MY SAM
Manage My User Roles
Manage Entity Users
Register/Update Entity
Account Settings
Data Access
General
Welcome, Tiffany Scroggs
Would you like to migrate a legacy syste
CLICK
YES
Select yes to begin migration. If your business did not have a profile in CCR, skip to step 3
Welcome to SAM!
Notice for all registered users:
Impact to you:


STEP 2: MIGRATING YOUR LEGACY SYSTEM ACCOUNT
Finding your legacy (CCR) account to link it with your SAM account:
SAM
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
Migrate Legacy Account
Select Legacy Systems
Content Glossary
1. SELECT
2. SELECT
NEXT

STEP 2: MIGRATING YOUR LEGACY SYSTEM ACCOUNT

Finding your legacy (CCR) account to link it with your SAM account:

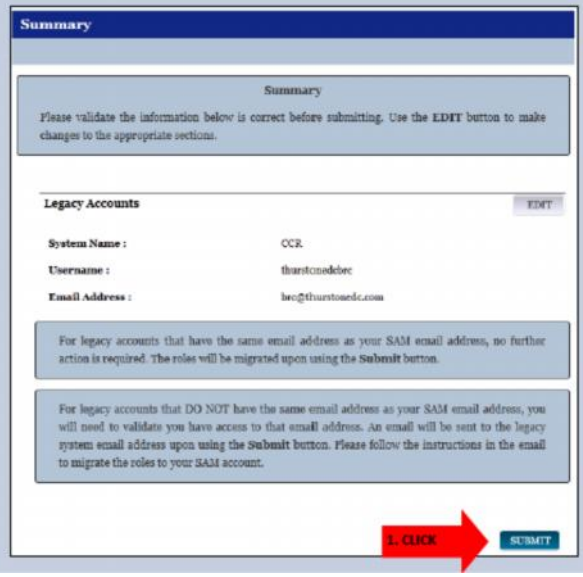


Select or enter the email address that was tied to your Central Contractor Registration profile.

If you can not figure out the correct email address, contact the Federal Service Desk or PTAC for assistance.

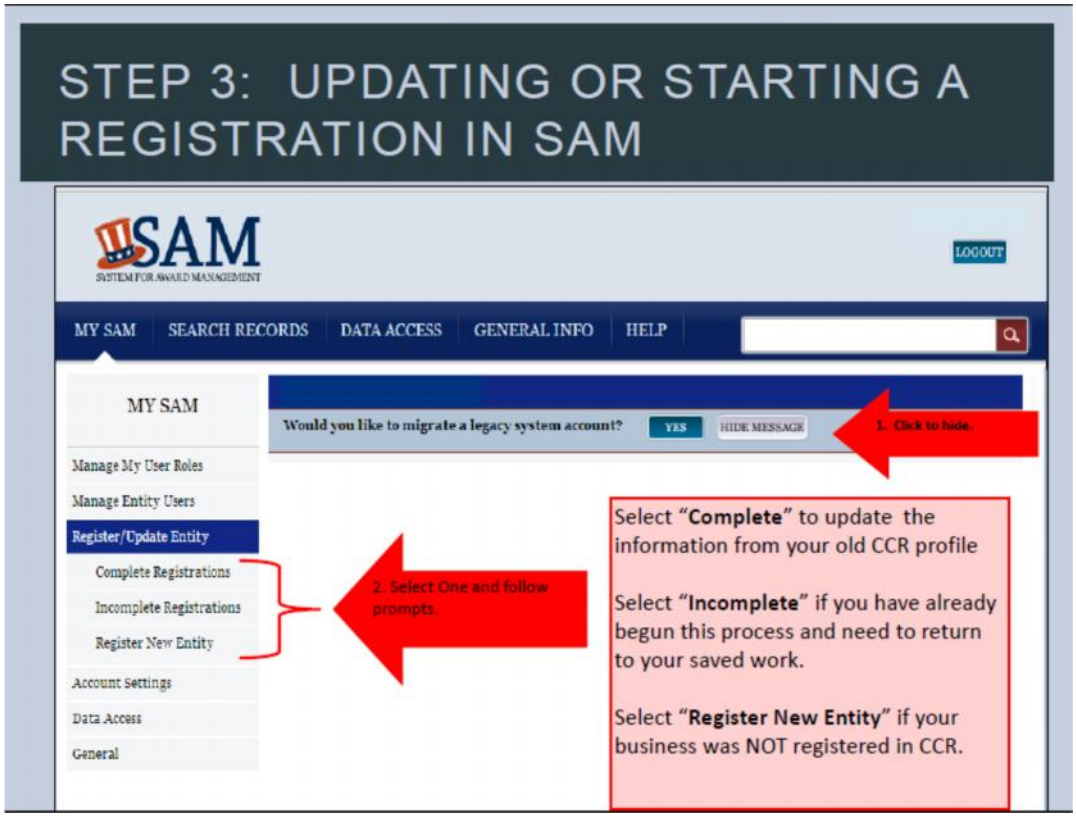
STEP 2: MIGRATING YOUR LEGACY SYSTEM ACCOUNT

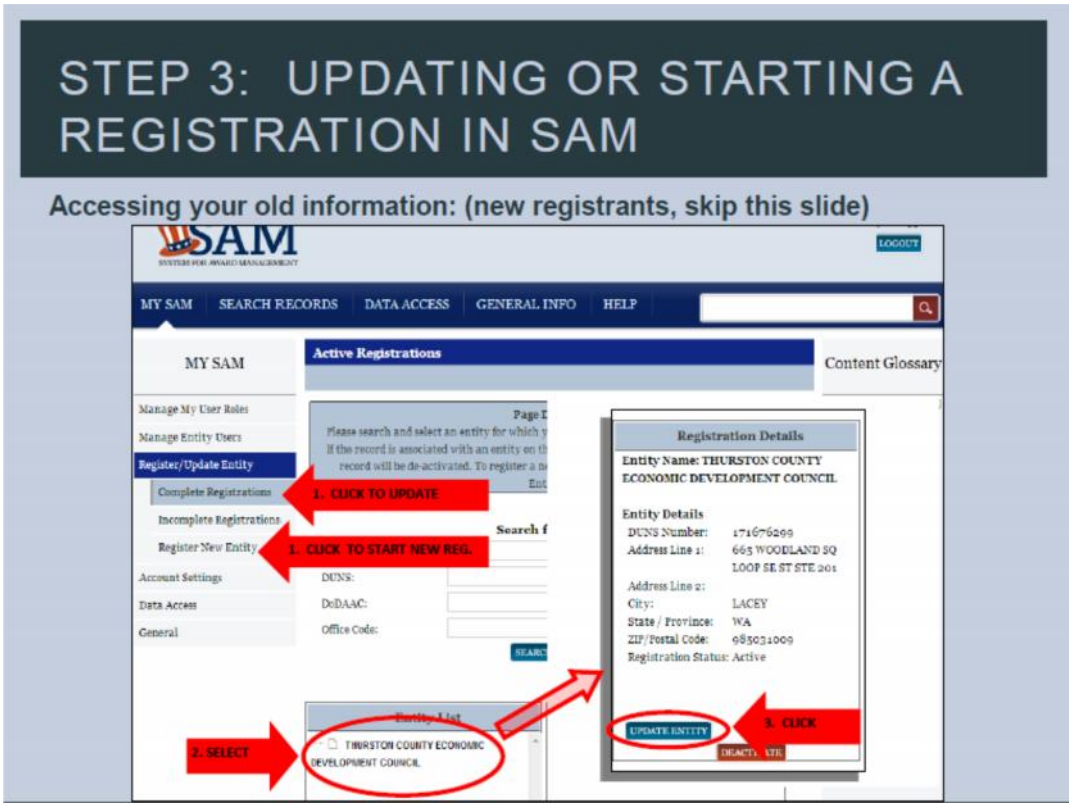
Summary/Submit:



If the email address tied to your CCR profile is no longer accessible, contact the Federal Service Desk or PTAC for assistance gaining access to your migrated profile.

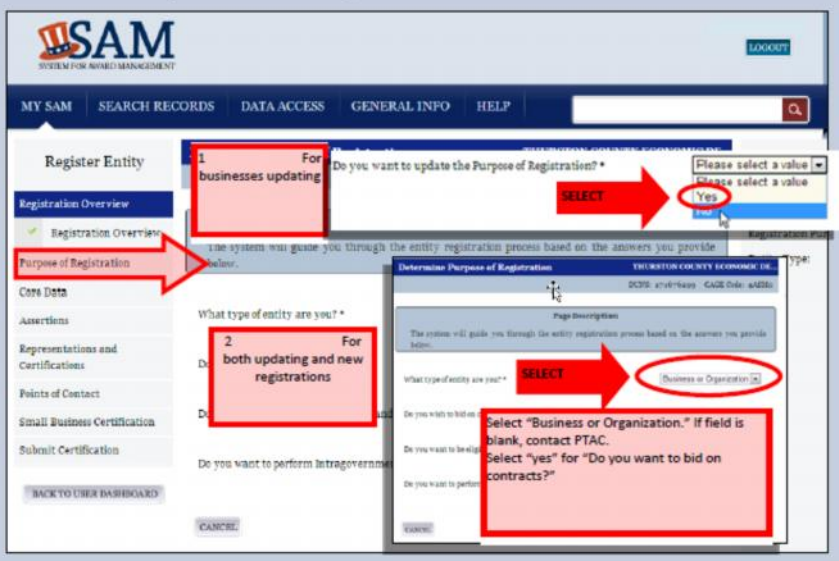
You should still click "submit" on this screen even if you do not have access to the email account previously used for the CCR.


STEP 3: UPDATING OR STARTING A REGISTRATION IN SAM
SAM
SYSTEM FOR AWARD MANAGEMENT
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
MY SAM
Manage My User Roles
Manage Entity Users
Register/Update Entity
Complete Registrations
Incomplete Registrations
Register New Entity
Account Settings
Data Access
General
Would you like to migrate a legacy system account?
YES
HIDE MESSAGE
1. Click to hide.
2. Select One and follow prompts.
Select "Complete" to update the information from your old CCR profile
Select "Incomplete" if you have already begun this process and need to return to your saved work.
Select "Register New Entity" if your business was NOT registered in CCR.


STEP 3: UPDATING OR STARTING A REGISTRATION IN SAM
Accessing your old information: (new registrants, skip this slide)
SAM
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
MY SAM
Active Registrations
Content Glossary
Manage My User Roles
Manage Entity Users
Register/Update Entity
Complete Registrations
Incomplete Registrations
Register New Entity
Account Settings
Data Access
General
1. CLICK TO UPDATE
1. CLICK TO START NEW REG.
DUNS:
DoDAAC:
Office Code:
2. SELECT
THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL
Registration Details
Entity Name: THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL
Entity Details
DUNS Number: 171676299
Address Line 1: 665 WOODLAND SQ LOOP SE ST STE 201
Address Line 2:
City: LACEY
State / Province: WA
ZIP/Postal Code: 985031009
Registration Status: Active
UPDATE ENTITY
3. CLICK

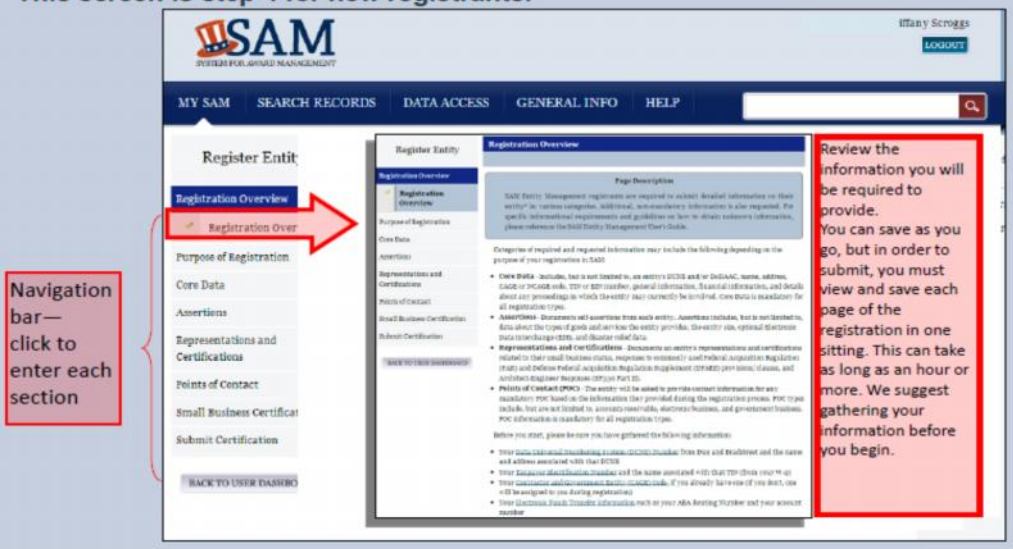
STEP 4/5: PURPOSE OF REGISTRATION

This screen is step 5 for new registrants.



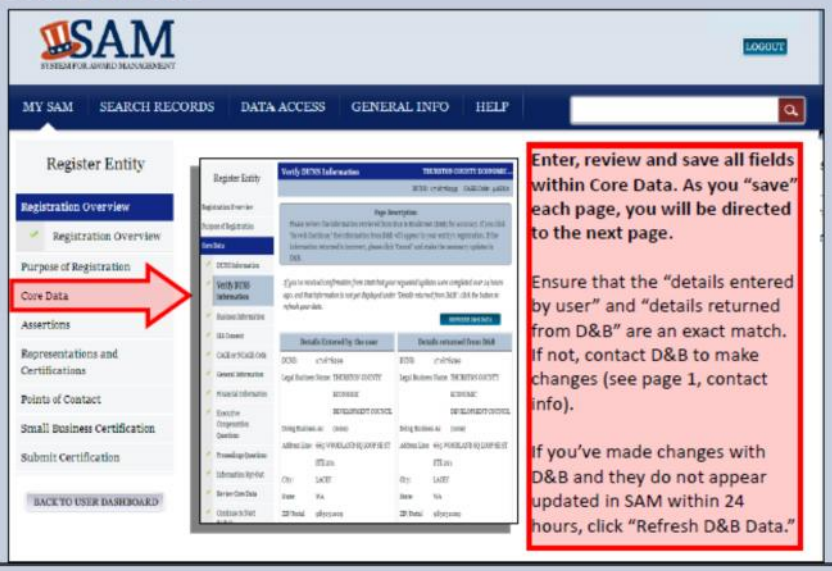
STEP 4/5: REGISTRATION OVERVIEW

This screen is step 4 for new registrants.



STEP 6: CORE DATA

Core Data/ DUNS Info



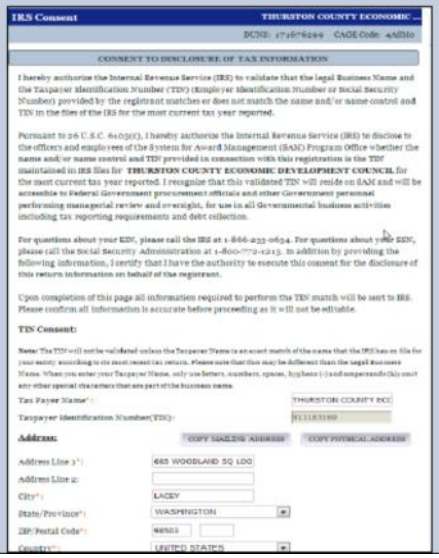
Enter, review and save all fields within Core Data. As you "save" each page, you will be directed to the next page.

Ensure that the "details entered by user" and "details returned from D&B" are an exact match. If not, contact D&B to make changes (see page 1, contact info).

If you've made changes with D&B and they do not appear updated in SAM within 24 hours, click "Refresh D&B Data."

STEP 6: CORE DATA

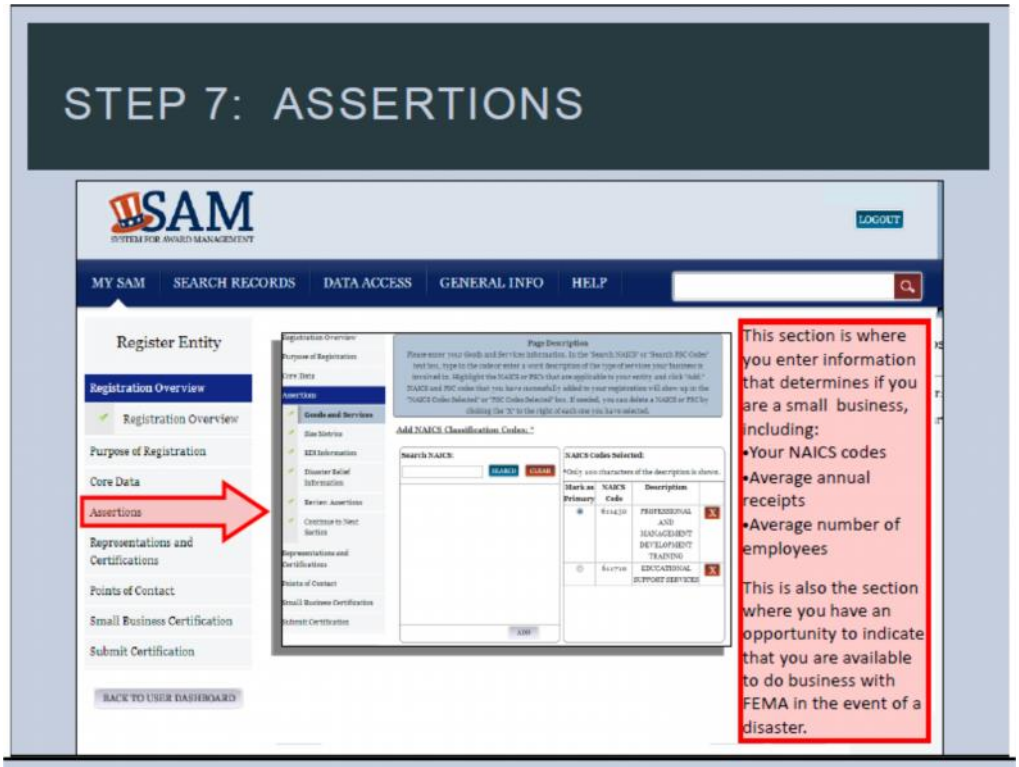
IRS Consent

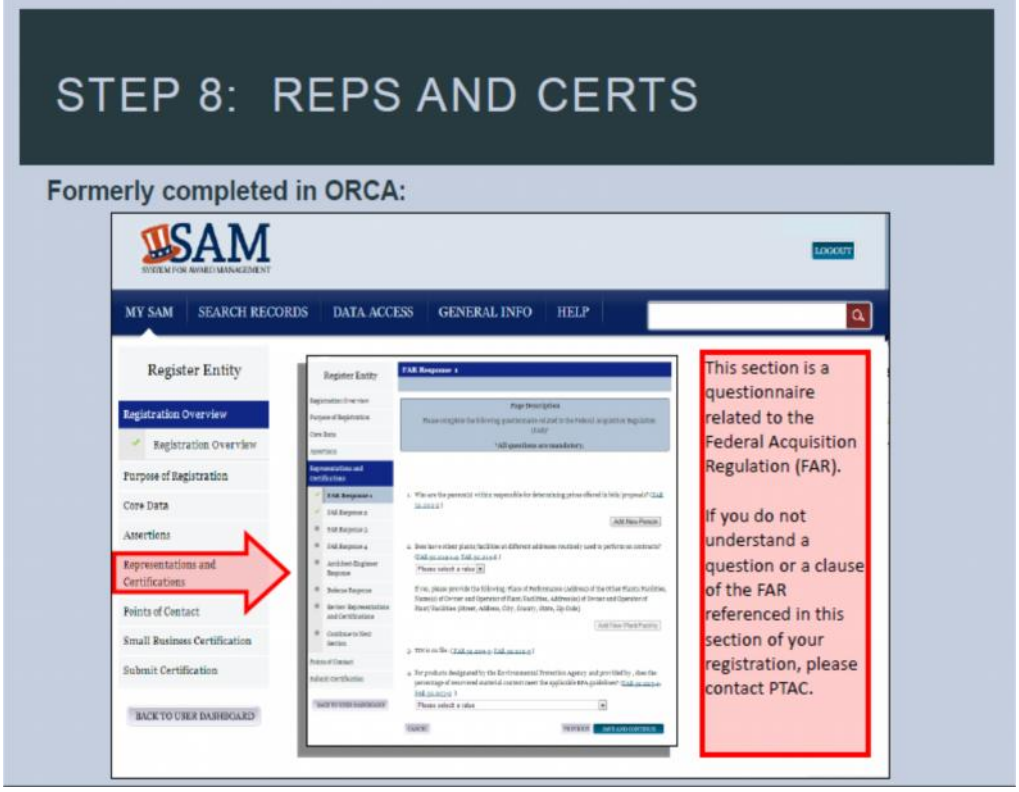


Incorrect data entry on the DUNS information and IRS Consent pages are two of the most frequent mistakes that impact a business' ability to complete their registration in SAM.

Ensure that your Taxpayer Identification Number (TIN) and all information on the IRS Consent page is correct.

After you have gone through each page of the "Core Data" section, you will be prompted "Continue to Next Section?," select YES. You will receive this prompt at the end of each section of the registration.


STEP 7: ASSERTIONS
SAM
SYSTEM FOR AWARD MANAGEMENT
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
Register Entity
Registration Overview
Registration Overview
Purpose of Registration
Core Data
Assertions
Representations and Certifications
Points of Contact
Small Business Certification
Submit Certification
BACK TO USER DASHBOARD
This section is where you enter information that determines if you are a small business, including:
•Your NAICS codes
•Average annual receipts
•Average number of employees
This is also the section where you have an opportunity to indicate that you are available to do business with FEMA in the event of a disaster.


STEP 8: REPS AND CERTS
Formerly completed in ORCA:
SAM
SYSTEM FOR AWARD MANAGEMENT
LOGOUT
MY SAM
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
Register Entity
Registration Overview
Registration Overview
Purpose of Registration
Core Data
Assertions
Representations and Certifications
Points of Contact
Small Business Certification
Submit Certification
BACK TO USER DASHBOARD
This section is a questionnaire related to the Federal Acquisition Regulation (FAR).
If you do not understand a question or a clause of the FAR referenced in this section of your registration, please contact PTAC.

STEP 8: REPS AND CERTS

FAR Resonse 3: Small Disadvantaged Business

Register Entity

- Registration Overview
- Purpose of Registration
- Core Data
- Assertions
- Representations and Certifications
  - FAR Response 1
  - FAR Response 2
  - FAR Response 3
  - FAR Response 4
  - Architect-Engineer Response
  - Defense Response

17.Are you a Small Disadvantaged Business?

The answers below regarding your small business status ("Small" or "Other than Small") are pre-filled based on your previously entered size standard information (number of employees and total receipts).
When you answer the question on your Small Disadvantaged Business status, you are doing so for each NAICS fo which you have been identified as "small".
The NAICS for which you are identified as small are shown in the table below; these Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". These answer are derived from the SBA's size standards.
The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS. If you disagree with any of the pre-filled information, you must return to Assertio and change your values there.
The "Edit" button will return you to the correct location to make these changes.
(FAR 52.212-3, FAR 52.219-22)

EDIT

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
336612	BOAT BUILDING		500	Y
441310	AUTOMOTIVE PARTS AND ACCESSORIES STORES		500	Y

VIEW MORE

Yes

ONLY SELECT YES IF QUALIFIED (SEE SIDEBAR)

Must be at least 51% owned by one or more socially & economically disadvantaged individuals.

Socially disadvantaged = subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of a group.

Economically disadvantaged = net worth less than $750,000

STEP 9: POINTS OF CONTACT

SAM
SYSTEM FOR AWARD MANAGEMENT

LOGOUT

MY SAM | SEARCH RECORDS | DATA ACCESS | GENERAL INFO | HELP

Register Entity

- Registration Overview
  - Registration Overview
- Purpose of Registration
- Core Data
- Assertions
- Representations and Certifications
- Points of Contact
- Small Business Certification
- Submit Certification

BACK TO USER DASHBOARD

Points of Contact

Page Description

Mandatory Points of Contact

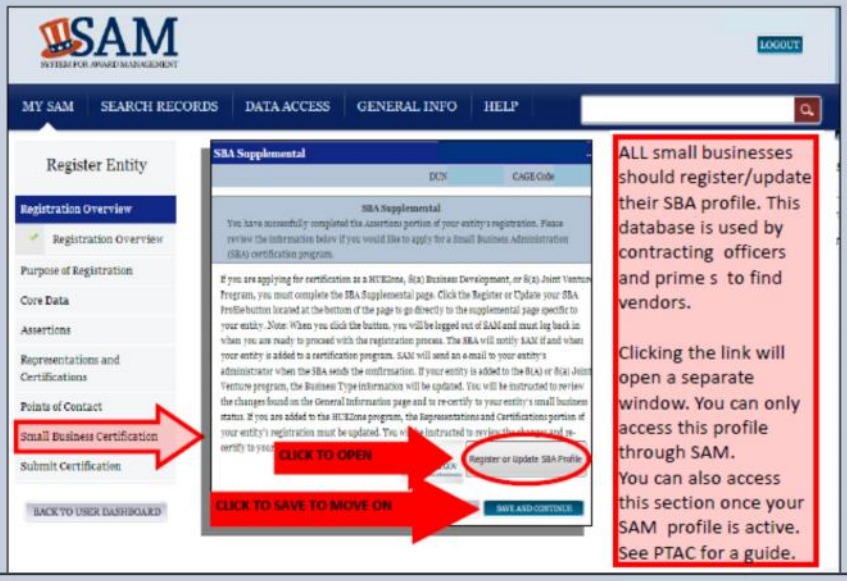
Electronic Business POC

Points of Contact were migrated incorrectly, with both first and last names listed in the first name field. You will need to move the last name to the appropriate field and will also need to reformat phone and fax numbers in order to save.

Be sure to do your alternate POCS before proceeding.

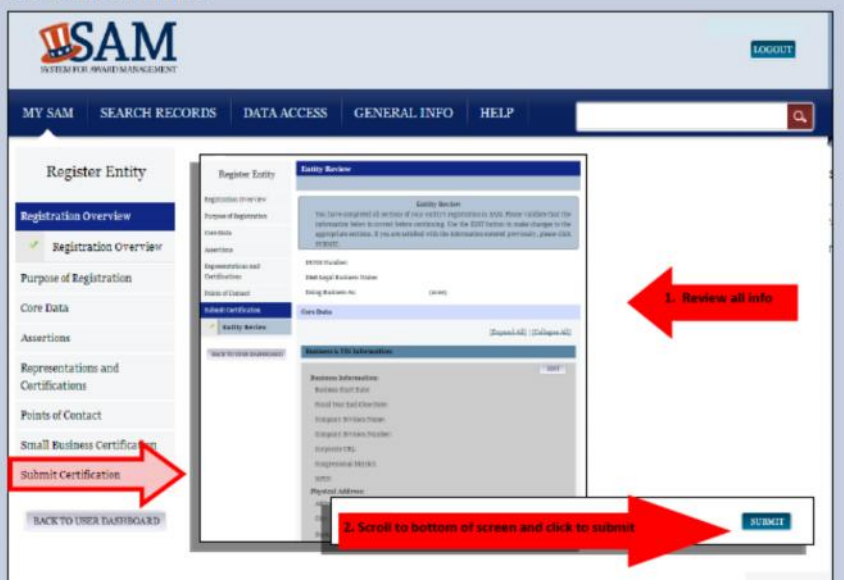
STEP 10: SMALL BUSINESS CERTIFICATIONS

IMPORTANT! DON'T SKIP THIS STEP!!

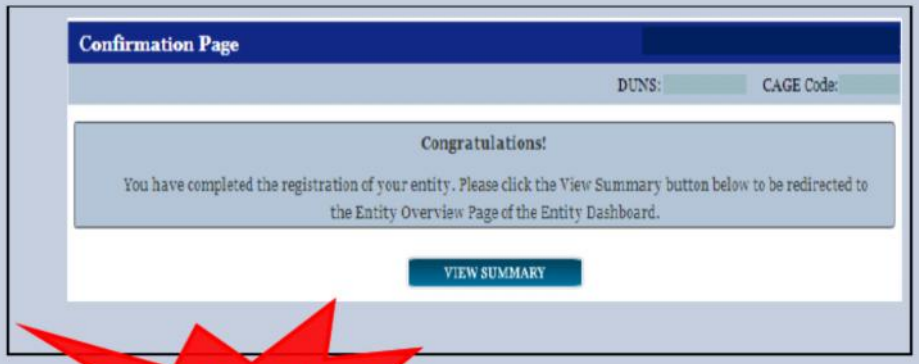


STEP 11: SUBMITTING YOUR SAM REGISTRATION

You are almost done!



CONFIRMATION



Make sure the confirmation page pops up. You are done!

NOW WHAT?

Within 3-5 business days, you should receive 2 emails from samadmin@sam.gov:

1. Notifying you that your TIN has been validated by the IRS
2. Notifying you that your registration is active. New registrants--this email provides you with your CAGE code

If you do not receive these emails, see next slide to check status.

If you receive emails notifying you that your TIN or CAGE code could not be validated, follow the instructions in the emails and contact your PTAC if additional assistance is needed.

Your registration in SAM is valid for one year, at which time you will need to update your information.

Delta Regional Authority
States' Economic Development Assistance Program
Staff Directory

Clarksdale Office Phone: 662-624-8600
Clarksdale Office Fax: 662-624-8537

Washington, D.C. Office Phone: 202-434-4872
Washington, D.C. Office Fax: 202-434-4871

Kemp Morgan, Director of Project Development & Management
Clarksdale, Mississippi
Email: kmorgan@dra.gov

Emanuel Edmond, SEDAP Program Manager
Clarksdale, Mississippi
Email:eedmond@dra.gov

Amanda Taylor, Senior Project Manager
Clarksdale, Mississippi
Email: ataylor@dra.gov

Nancy Larrow, SEDAP Program Assistant
Clarksdale, MS
Email: nlarrow@dra.gov

Spencer Lucker, Communications Manager
Washington, DC
Email: slucker@dra.gov

Mae Artis, Administrative Assistant
Clarksdale, Mississippi
Email: martis@dra.gov

FREQUENTLY ASKED QUESTIONS

1. Who is eligible to apply?

   Any person representing a legally organized non-profit or local/state government entity who is recognized by that entity, through a board resolution, to apply for Delta Regional Authority (DRA) project funding; this representative would also be bonded and/or insured by the applicant entity against employee theft.

2. How do I apply?

   First contact the Local Development District (LDD) office that covers the county/parish of the applicant's location. Working with the LDD and through www.dra.gov, an online application will be completed and submitted.

   Applications completed by the applicant will be submitted to and approved by the LDD before the DRA eligibility and priority review. LDDs can also submit applications on behalf of applicants who may not have access to internet service.

3. What is an LDD?

   Local Development Districts (LDDs) are sub-regional organizations DRA works with to provide technical assistance to applicants and awardees. These organizations go by different names in different states: Planning and Development Districts, Planning Commissions, Regional Commissions, etc. They can cover as few as one and up to twelve or more counties/parishes. DRA works with 45 different LDDs in the eight-state region. A complete list can be accessed on the DRA website site at www.dra.gov.

   LDDs are a great resource for project development. In addition to the assistance they provide with DRA funding, LDDs can also provide guidance on other funding sources and impart invaluable practical knowledge on moving your project forward.

4. What forms and documents are required to be completed for a construction project?

   Standard Forms (424c & 424d) are the only unique forms required for construction projects during the application phase. Once a funding award has been made, copies of all contracts and engineering reports shall be provided to DRA for review and inclusion into the award file.

5. What forms and documents are required to be completed for a non-construction project?

   Standard Forms (424a & 424b) are the only unique forms required for non-construction projects during the application phase.

All applications will include the SF-424, project summary, and full project narrative. This information is supplied during the online application session.

6. How long do I have to complete the application?

From program announcement, LDDs will have sixteen (16) weeks to work with applicants to prepare and submit applications to DRA. Applications will be reviewed for eligibility and priority in the order they were received.

7. Are awardees required to contribute matching funds?

Awardees are required to contribute at least a 10% match. However, at the Federal Co-Chairman's discretion, the match can be waived for those projects located in distressed counties or parishes and isolated areas of distress.

8. Can DRA funds be used as the local match for other federal funds?

No; as stated in DRA's enabling legislation, the Federal Co-Chairman may increase the federal share of a project to 90%, and in distressed counties, up to 100%. If DRA increases the federal share to 100%, a local match is no longer needed.

9. Which activities are not allowable and cannot be funded?

Reference the DRA Eligibility Clarification Notes at www.dra.gov

Eligible entities may NOT be conduits for private-sector entities. Property purchased with DRA funding cannot, in turn, be sold to the private entity beneficiary.

NO financial assistance will be authorized to assist any relocation from one area (of the region) to another, except as authorized, to attract businesses from outside the DRA region to the DRA region, or to prevent a business from leaving the DRA region.

DRA funding CANNOT be used to "supplant" existing funding streams. Other funding sources shall not be reduced with the addition of DRA funding.

Government facility construction and/or improvements (including, but not limited to, local/state government offices, libraries, multi-purpose buildings and public education buildings/schools) will NOT be eligible. However, fire station construction and/or improvements will be considered eligible under this provision. Evidence shall be provided with the application that the project will have a positive impact on the community through lower taxes/insurance rates and/or includes a multi-jurisdictional coverage area that is under-served.

Local, state and/or federal road, highway and/or bridge maintenance projects will NOT be eligible for DRA funding.

Other than for "Workforce Development" projects as described above, start-up or ongoing operating costs (including, but not limited to, salaries, vehicles, equipment and maintenance) will NOT be deemed eligible.

Feasibility/marketing type studies will be considered non-sustainable and speculative; therefore, they will NOT be considered eligible.

Projects deemed "speculative" in any of the four funding areas will NOT be eligible.

10. How long will it take to receive the award?

The applicant will be notified within 45 days of receipt of the application as to whether the project has been selected for funding. A Notice to Proceed will be issued after all award documents are completed and returned with signatures.

11. How do I determine the actual start date of my project?

The funding application website will ask for a start and end date for your project. This provides DRA with the actual length of your project. When all award documents are signed and returned, a Notice to Proceed will be issued to the awardee. The actual start date will be the date of this notice and will last for the duration of time provided in the application.

If the awardee fails to return the award documents, and no Notice to Proceed is issued, the start date will be calculated 60-days from the date of the Award Document Letter.

12. What is the maximum time I have to begin spending allotted award funds?

DRA reserves the right to withdraw funds of projects that have not begun within 18-months of the award. Awardees are encouraged to begin and end their projects on time. If, due to unforeseen circumstances, the project is no longer feasible, the awardee should contact DRA to de-obligate the award funds and apply again at a later date.

13. If an awardee does not complete its project within the stated project end date, may an extension be awarded?

Yes; DRA should be able to discern from quarterly reports that the project has experienced unforeseen problems which would necessitate a no-cost timeline extension. The awardee should prepare and submit a letter to DRA requesting the extension which is based on reasonable forecasts for completing the project.

14. How do awardees collect their award funds?

The awardee should complete an ACH form SF-3881 and submit to DRA. Funds will be electronically transferred to the bank account listed on this form.

Actual requests for reimbursement/advance should include form SF-270 and all supporting documentation. Supporting documents could include itemized: invoices, time accounting for personnel, contracts, receipts, etc.

15. When may an awardee begin charging against the award?

Funds may be expended only after the Notice to Proceed has been issued.

16. What is the CFDA Number?

CFDA stands for Catalog of Federal Domestic Assistance and each federal program has a unique CFDA number. The CFDA number for DRA is 90.201.

17. What is the purpose of the Participation Agreement?

The Participation Agreement was developed to demonstrate the private entity's commitment to creating and/or retaining jobs and injecting capital investment into a project. Congress looks to DRA to track certain metrics which include jobs created, jobs retained, families affected, and people trained. DRA also tracks private leveraged investment in addition to the other public investment (other project funds).

When DRA reports to Congress the results of the prior fiscal years, there needs to be a certain level of confidence in the metrics being reported. In the case of a project that benefits a private entity and allows that entity to expand or locate a facility, DRA is asking that partner to show its commitment by agreeing to this document.

There are provisions within the document that protect DRA's investment and there are provisions that protect the private entity, as well. It is not DRA's intention to burden a business during an unforeseen economic downturn by leveling financial penalties against the firm. However, depending on the circumstances and the economic climate in the area at the time, DRA may exercise its right to enforce the terms of the agreement.

18. What type of documentation can be provided to demonstrate a federal debt has been paid?

The Internal Revenue Service can provide an account statement showing a zero balance. This would be sufficient for DRA purposes.

Common
DRA Award Documents & Forms

LOCAL DEVELOPMENT DISTRICT (LDD) RESPONSIBILITIES

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the Delta Regional Authority (hereinafter referred to as “DRA”) and the Local Development District (hereinafter referred to as "LDD").

DEFINITIONS for key terms and concepts can be found in Appendix A;

W I T N E S S E T H

WHEREAS, DRA was created by Congress by the Delta Regional Authority Act of 2000, as amended, as a federal/state partnership now comprised of 252 counties and parishes within the eight states of Alabama, Arkansas, Illinois, Kentucky, Louisiana, Mississippi, Missouri and Tennessee and is designed to remedy severe and chronic economic distress by stimulating economic development and fostering partnerships that will have a positive impact on the Delta Region’s economy;

WHEREAS, 7 U.S.C. §2009aa-4 of the *Delta Regional Authority Act* (hereinafter referred to as "DRAA") sets forth the relationships between the DRA and LDDs; and

WHEREAS, the purpose of this Agreement is to memorialize the agreement between the parties and establish procedures, terms, responsibilities, and conditions in order to facilitate cooperation;

WHEREAS, under federal law, the DRA is directed to enhance and leverage the capacity of the LDDs serving local governments and communities within the eight-state region;

WHEREAS, under the provisions of this agreement DRA seeks a mutual understanding from the LDDs on how to encourage, improve, and facilitate public outreach through various technical assistance, project oversight/management, and monitoring/compliance activities;

WHEREAS, through the execution of this Agreement, the LDD will be recognized as a “Certified Strategic Program Affiliate” of the DRA, as outlined in section 1 below, and listed on the DRA website with other “good standing partners”;

NOW THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, assuming federally appropriated funding levels permit and as stated in the States’ Economic Development Assistance Program (SEDAP) manual, the DRA and LDD

hereby agree to the following:

1. Project Development and Management. The LDD shall seek opportunities for DRA involvement and/or utilization of DRA programs in an effort to encourage new partnerships and elevate investment strategies within the LDD counties or parishes served. The LDD shall also assist in the administration of award projects. In doing so, the LDD will accept, adhere to, and provide the following services, which will distinguish the LDD as a "Certified Strategic Partner Affiliate" of the DRA, which will be renewable on a yearly basis:

* Identify, within the LDD organization, a single point of contact which will be recognized as a DRA Project Manager who will serve as the key principal for project oversight and execution;
* Complete individual training to become a DRA-certified Project Manager;
* Incorporate DRA priorities in preparation of the Comprehensive Economic Development Strategy (CEDS) document;
* Provide a high level of professional service in order to ensure that DRA programs are adequately represented in the Region;
* Prepare applications of prospective DRA awardees as needed or necessary;
* Review all applications from the region before being submitted to DRA;
* Employ professional and competent staff to assist in the administration of DRA awarded projects; and
* Provide technical assistance to local constituents for project/ application development and project management of approved awards.

2. Monitoring and Compliance. The LDD will monitor DRA award projects and ensure compliance of awardees by providing the following:

* Administration and monitoring projects according to DRA standards, as outlined by DRA;
* Working with awardees to ensure complete understanding of DRA award documents, requirements, and expectations found therein;
* Ensuring timely reporting of project milestones and setbacks, if any, on a quarterly basis to include quarterly and final close-out reports;
* Ensure that evidence is provided, sufficient for DRA's purposes, to prove outcomes for the project are being or have been met;
* Verifying compliance with state bid laws and other state laws that could supersede DRA requirements; and
* Meeting with DRA officials and assisting with planning and execution of project site visits.

3. Public Outreach and Communications. The LDD shall provide public outreach and communications to DRA's constituents within the Region by providing the following:

* Making local stakeholders (business community, local government, non-profit enterprises, un-served and under-served constituent groups, etc.) aware of DRA funding and program opportunities;
* Communicating with the DRA member states;
* Maintaining open communications with DRA;
* Informing local elected officials within the DRA Region of DRA programs;
* Integrating DRA priorities into local plans within the Region;
* Providing the connection between DRA and all local governments as well as elected officials in the Region;
* Working to further educate stakeholders about non-funding DRA program initiatives (i.e., Delta Doctors, Delta Leadership Institute, iDelta, etc.);
* Sharing DRA programs and information with local communities within the Region;
* Effectively communicating DRA priorities to local government members, so as to plan projects most capable of positive change;
* Committing to the formation of a DRA/LDD association, similar to the one presently in existence between the Appalachian Regional Commission and local development districts within its Region;
* Advocating for the DRA on the state and national levels;
* Issuing press releases, with DRA concurrence, when projects are funded and as may otherwise be requested by DRA; and
* Assisting DRA communication's office with project funding presentations, groundbreaking ceremonies, and ribbon cutting opportunities.

4. Responsibilities of DRA. DRA will:

* Not change the process, requirements, and expectations of the LDD during a funding cycle;
* Engage in consistent two-way communication;
* Encourage DRA state designees and alternates to hold regular meetings with LDDs;
* Seek new ways to improve award automation and technical assistance delivery;
* Keep LDDs informed of evolving projects and/or programs as well as provide for return communication from the LDDs;
* Research ways to coordinate timelines with other funding agencies;
* Provide for technical assistance funding to LDDs who meet expectations (see Sections 1-3), or otherwise determined by DRA;
* Hold regular conference calls with the Federal Co-Chairman's LDD Executive Council;

* Develop and provide project development and management training for both LDD and LDD staff;
* Assume the responsibility of paying LDD project administration fees directly to the LDD;
* Create processes that adequately address the needs of real-time 7 economic development projects; and
* Listen and consider LDD comments and concerns in order to adapt the same when and where it is prudent to do so, as determined by DRA.

5. Relationship of Parties. The parties agree and intend that the relationship between them created by this Agreement is that of a principal-independent contractor. Considering LDD compliance with the terms of this agreement, the LDD will be considered "certified" to develop and administer DRA projects.

6. Project Administration Payments. DRA project administration fees are payable from DRA project funds and calculated as 5% of the first $100,000, and 1% of all dollars in excess of $100,000. One half of the project administration fee can be paid as part of the first reimbursement request from the awardee (first administration fee cannot be a stand-alone request), the other half will be paid with the submission of the final close-out report. Individually, LDDs may submit an alternative administrative fee structure for review and approval by the Federal Co-Chairman should the above format cause undue hardship on the LDD. The LDD may, at its own discretion, reduce or waive altogether the project administration fees. Lastly, should it be determined by the DRA and with the consent of the LDD, the awardee possesses the necessary capabilities to administer their own project - no project administration fees will be paid to either party. Consequences for the LDD not meeting the terms of this agreement may include one or more of the following: non-renewal of the MOA for the following year including loss of technical assistance funding until such measures are taken to bring the LDD into compliance, loss of the "certified" LDD identity, and/or loss of project administration fees not yet collected.

7. Technical Assistance Payment. The LDD will be paid up to $1,801.00, per DRA, county served for Fiscal Year 2014 which is dependent on DRA's annual Congressional budget. Fiscal Year 2014 funds are now being paid, provided the requisite semi-annual reporting forms have been submitted to DRA. A timeline for Fiscal Year 2014 funding will also be established within this agreement. $900.50 per DRA county served, divided in two equal payments of $.00 (assuming funds have been Congressionally authorized), payable on execution of the MOA and the balance no later than August 15 of the current funding cycle, provided all of the terms of this agreement have been met and requisite reporting has been submitted in a timely fashion to DRA. Quality control measures will be established this year through consultations with the LDD Advisory Council, which will include, but not be limited to a yearly review of each LDD and the establishment of a "good standing partners" list on the DRA website.

8. Period of Contract. This Agreement shall begin on the date this document is signed by the LDD, and conclude on September 30, 2014. The MOA will be renewable, on October 1, 2014 pending review of reporting instruments and compliance with the terms of the MOA.

9. Proprietary Information and Non-Disclosure. The LDD shall not use to its own advantage or the advantage of any other person, business or entity during its association or at any time thereafter with DRA, any information gained for or from business, files, and/or records of DRA or its awardees. LDD shall maintain all confidential information disclosed to LDD hereunder by DRA in strict confidence.

10. Non-Discrimination. No discrimination shall be made of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sexual or gender orientation, or sex of such person.

11. Termination. Each of the parties has the right to terminate this Agreement and any or all services rendered at any time with 30 days written notice.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supercedes all other agreements or understandings, whether written or oral. No agreements, extension, addendums, or change of the Agreement shall be binding unless in writing and signed by both parties.

13. Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Mississippi.

14. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective upon receipt. Any notices required by this Agreement shall be made in writing and delivered personally, by facsimile, by electronic mail, by registered or certified mail postage prepaid, or by a commercial courier service to the Director of Project Development & Management, Delta Regional Authority, 236 Sharkey Avenue, STE 400, Clarksdale, MS 38614, Phone: 662-624-8600, Fax: 662-624-8537, and/or kmorgan@dra.gov.

15. Waiver. A waiver by either party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this provision.

16. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. Revisions to any article of this Agreement shall not prevent the entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

IN WITNESS WHEREOF, representatives of the parties who have the authority to do so have affixed their signatures to this Agreement as of the date below.

Delta Regional Authority	Local Development District
By: _____ Christopher Masingill, Federal Co-Chairman	By: _____
Date: _____	Date:_____

STATE (BOARD MEMBER) RESPONSIBILITIES

The following list provides further guidance and instruction on the basic responsibilities of each state as it relates to DRA project development and management. Each state shares a role with DRA to ensure accountability and the success of each project, specifically each state shall:

- Identify a technical assistance person in each state's economic development office to coordinate on state-level economic development projects;
- Certify projects; Governors will certify all projects submitted to DRA (see attached Sections 382H & I and sample certification letter language below);

  The State of XYZ has reviewed the following funding application(s) and hereby recommends that they be approved by the Delta Regional Authority Board.

  [applicant name], [project title], in the amount of [dollar amount applied for]
  [applicant name], [project title], in the amount of [dollar amount applied for]

  This letter also certifies that these projects are in compliance with the XYZ Delta Regional Authority Development Plan, meets applicable criteria under section 382H of the Delta Regional Authority Act of 2000 as amended, provides adequate assurance that the proposed project will be properly administered, operated, and maintained; and otherwise meets the requirements of this subtitle SEC.382I.

- Provide strategic vision and advocacy of DRA programs;
- Integrate DRA project investment from a policy perspective, working with the FCC;
- Create a strategic plan which is a subset of the DRA Regional Development Plan and is revised, at a maximum, every five-years; and
- Cast votes for DRA policy and project investment.

States are NOT responsible for award management activities. DRA and LDD staff will conduct this type of administrative activity. This allows for an improved flow of information and refined constituent services.

STATE CERTIFICATION

Key Points for the DRA 2014 SEDAP
from the Delta Regional Authority Act of 2000, as Amended

SEC. 382H. PROGRAM DEVELOPMENT CRITERIA.

(a) **IN GENERAL**.--In considering programs and projects to be provided assistance under this subtitle, and in establishing a priority ranking of the requests for assistance provided by the Authority, the Authority shall follow procedures that ensure, to the maximum extent practicable, consideration of—

(1) the relationship of the project or class of projects to overall regional development;

(2) the per capita income and poverty and unemployment rates in an area;

(3) the financial resources available to the applicants for assistance seeking to carry out the project, with emphasis on ensuring that projects are adequately financed to maximize the probability of successful economic development;

(4) the importance of the project or class of projects in relation to other projects or classes of projects that may be in competition for the same funds;

(5) the prospects that the project for which assistance is sought will improve, on a continuing rather than a temporary basis, the opportunities for employment, the average level of income, or the economic development of the area served by the project; and

(6) the extent to which the project design provides for detailed outcome measurements by which award expenditures and the results of the expenditures may be evaluated.

SEC. 382I. APPROVAL OF DEVELOPMENT PLANS AND PROJECTS.

(a) **IN GENERAL**.--A State or regional development plan or any multistate sub-regional plan that is proposed for development under this subtitle shall be reviewed and approved by the Authority.

(b) **EVALUATION BY STATE MEMBER**.--An application for a award or any other assistance for a project under this subtitle shall be made through "State Responsibilities" which was revised June 2014 and evaluated for approval by the State member of the Authority representing the applicant.

(c) **CERTIFICATION**.--An application for a award or other assistance for a project shall be approved only on certification by the State member that the application for the project--

(1) describes ways in which the project complies with any applicable State development plan;

(2) meets applicable criteria under section 382H;

(3) provides adequate assurance that the proposed project will be properly administered, operated, and maintained; and

(4) otherwise meets the requirements of this subtitle.

DELTA REGIONAL AUTHORITY

March 18, 2014

Mayor John Doe
301 11th Avenue
Franklinton, City Place

RE: AB-1234

Dear Mayor Doe,

I am pleased to inform you that the Delta Regional Authority (DRA) has approved your application for States' Economic Development Assistance Program (SEDAP) funding in the amount of $165,000.00. We look forward to working in partnership with you in achieving your goals for this important project. In order to complete the application closing and before authorization to proceed can be issued, the following conditions must be met and documents fully executed. Accordingly, please advise us as to the following:

1. Please provide a copy of all contracts from the general and sub-contractors as they become available.

2. Please provide evidence that you are bonded and insured.

The following documents are enclosed with this correspondence for your review, execution, and return.

1. **Awardee's Affidavit** – By signing this Affidavit, you swear to and acknowledge various matters are true and correct. Please insure that you have the authority and power to certify as to each item.

2. **Award Agreement** – This agreement sets forth the conditions that apply to this project. Please review this document carefully as it contains the terms of the agreement between DRA and the awardee.

3. **Affidavit as to Liens and Encumbrances** – By signing this affidavit, you swear to and acknowledge various matters are true and correct as to the property involved in the memorandum of agreement. Please write the word "none" on the first of each of the lines and initial if the property involved in the project is not involved in a bankruptcy, lawsuit, and is free and clear of any liens or judgments. If not, please explain therein.

4. **Mediation and Arbitration Disclosures and Arbitration Agreement** – By executing these two documents, the parties agree to mediate and/or arbitrate any disputes or controversies between the parties.

5. **Notice of Basic Agency Transfer** – The administration of your project will be transferred to a basic agency, the pertinent information which is listed therein. This document explains the responsibilities of the parties and how the transfer will take place.

6. **Environmental Declaration and Indemnity** – By executing this document, you covenant and warrant various items regarding environmental issues including indemnifying DRA from any litigation or cleanup costs involving this property. In addition, this document requires production of all environmental site assessments or audit reports completed regarding this project.

7. **Single Audit Affidavit** – By signing this Affidavit, you swear to and acknowledge various matters are true and correct.

An ACH form SF3881 and Request for Advance and Reimbursement form SF270 has been made available to the administering agency. A separate project account for DRA funds shall be established at a bank of your choosing. When requesting an advance or reimbursement, please forward the appropriate supporting documentation to your administering agency which will assist in the completion of the Request for Advance and Reimbursement form. Expect your request to be filled within eight to ten business days if all documentation is provided.

Quarterly reports are due fifteen days after the end of each calendar quarter. A final report is also required upon attainment of the project deliverables. The necessary forms have been made available to your administering agency.

If you have questions or comments regarding these documents or the administration of your project, please address them to Emanuel Edmond, SEDAP Manager, at the above address or by email at eedmond@dra.gov.

Please execute the documents enclosed before a notary public, where applicable, and return to DRA at the following address:

Delta Regional Authority
236 Sharkey Street, STE 400
Clarksdale, MS 38614

AWARDEE'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who after being duly sworn according to law, stated on oath that he is the _____ of _____(hereinafter referred to as "Awardee"), and acknowledged that for and on its behalf, he signed, sealed and delivered the following Awardee's Affidavit on the day and year herein mentioned as its act and deed and that he acknowledges that for and on its behalf, he executed this Awardee's Affidavit stating that the following matters are true and correct, being first duly authorized so to do:

1. Awardee [i] is duly organized, validly existing, and in good standing in the state of its formation, [ii] is validly existing in good standing, and qualified to do business in the jurisdiction in which the Property is located, and [iii] has all requisite power and authority and the legal right to own, operate, and lease the Property, and to conduct the business in which it is currently engaged.

2. The individuals acting on behalf of Awardee in executing and delivering the Award Documents are authorized to act for and to bind Awardee in connection therewith; all requisite consents or approvals to such authorization have been obtained and remain effective; and the Award Documents are the legal, valid, and binding obligations of, and are enforceable against Awardee in accordance with their respective terms, except as enforceability may be limited by bankruptcy, reorganization, arrangement, or other similar laws effecting the rights of creditors generally, or principles of equity.

3. No litigation, arbitration, investigation, or administrative proceeding of or before any court, arbitrator, governmental authority, bureau, or agency is pending or threatened [i] by or against Awardee, [ii] with respect to or against the Property, [iii] with respect to the Award Documents, or [iv] which could have a material adverse effect on the business, operations, property, or general condition of Awardee.

4. The closing of the Award pursuant to the Award Agreement and other documents does not violate, conflict with, or result in a default or breach of any law or regulation, order, injunction or decree of any court or governmental instrumentality, or of any agreement or instrumentality, or of any agreement or instrument to which Awardee is a party or is subject or any law or regulation of DRA.

WITNESS MY SIGNATURE on this the ____ day of _____, 2014.

ABC CITY, Awardee

By: _____
Johnny B. Doe, Chairman

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Award Agreement between the Delta Regional Authority and [Awardee] [DRA #]

Project Name:
State:
Federal Agency or Other Recognized Service (EIN #):
Award Amount:

The Following Conditions Apply to all DRA Projects

Order of Precedence:	This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, and Administrative Requirements for Awards Awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The awardee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.
Deadline:	The Authority may revoke or revise its approval of any project if work intended to be assisted is not underway within 18 months after the date of this Agreement.
Awardee's Compliance to all laws and regulations:	The awardee shall comply fully with all laws and regulations. Specifically, the awardee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.
DRA Under Run Policy:	If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and another agency funds, the funds shall be returned proportionately.
Additional Funds:	It is understood that if the awardee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In

Additional Funds Cont.:	affirming this award, the awardee certifies that the additional funds are committed and available as needed for the project and that the additional funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all award proceeds.
Change in Scope:	It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items or other property purchased.
Close Working Relationship with Administering Agency:	Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the awardee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to insure that all pertinent federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.
Restrictions on Assistance:	DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region.
Project Account:	All DRA funds must be placed in a separate project account in the awardee's name with copies of all bank statements produced to DRA with the quarterly reports.
Bonding or Insurance:	The Awardee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.
Audit:	Audit requirements only apply to the year(s) in which the Agency award funds are expended. Awardees expending $500,000 or more of Federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 7 CFR 3052. Awardees that expend less than $500,000 a year in a Federal award are exempt from Federal audit requirements for that year except as noted in 7 CFR 3052.215(a), but the records must be available for review or audit by appropriate officials of the DRA, administering agency, pass-through entity, and General Accounting Office.
Interest:	The Awardee will remit interest earned on award funds deposited in an interest bearing account in accordance with 7 CFR Parts 3015 and 3016 and

3019 to DRA.

Cost Incurred Prior to Approval: Prior to the initial disbursement of award funds, the awardee shall provide acceptable documentation to the Authority for costs incurred prior to the award to determine their eligibility in accordance with the requirements of the costs principles contained in the applicable OMB Circular (i.e., A-87, A-122, or A-21). DRA reserves the right to deny all costs incurred prior to the award of this award.

Quarterly Report: Quarterly reports are due to the DRA on the 15th of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the awardee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.

Final Report: Within one month after the period of performance, the awardee shall prepare and submit to DRA for approval a final report of all work accomplished under this award including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either return to the awardee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the awardee shall within 15 days submit another final report for review and comment.

Budget: Costs will be determined in general accord with the budget produced in the awardee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.

Hold Harmless: Awardee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Awardee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Awardee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the awardee expressly releases the DRA from any liability for any losses or damages suffered by awardee, directly or indirectly, from or in any way connected with the performance of this

Agreement.

Subcontracting:

Subcontracting Cont.:

The awardee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval from the Authority, and subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority. Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the awardee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the awardee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the awardee of any obligations under this Agreement.

Project Personnel:

The Authority reserves the right to approve or disapprove the selection or continued participation of any personnel supported with the funds made available under this Agreement.

Suspension/ Termination/ Collection:

The DRA shall have the right, upon written notice to the awardee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other DRA award agreement and begin collection proceedings by unilateral election. This Award Agreement may also be terminated and/or suspended for a violation of any law, rule, and/or regulation of DRA or other applicable laws.

Termination for Convenience:

The DRA may, by written notice to the awardee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the awardee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

Award Related Communications:

It will be the responsibility of the awardee to include the Delta Regional Authority in any award-related communications from your office. Specifically, all DRA funded or partially funded projects shall include proper acknowledgement of DRA award funding to include but not be limited to: project announcements, press releases, news articles, ribbon-

cutting ceremonies, check presentations, radio and/or television advertisements and the like. Whether written or verbally communicated, the awardee agrees to recognize DRA for its participation. Additionally, those written communications will include the DRA seal. A jpeg file of the DRA seal can be downloaded from the Authority's website at www.dra.gov/state-award-funding/ and clicking on the "resource" link. DRA will be pleased to assist with any of these communications.

Cornerstone, Plaque or Sign: Any facility constructed in whole or in part by the funds provided under the DRA shall include a cornerstone, plaque or sign appropriately acknowledging the assistance provided through the DRA program; provided that such an item not be required if it would be prohibited as an eligible project cost under the basic federal program through which the DRA assistance is provided.

Operation and Maintenance Agreement: If the awardee will not operate and maintain the project, then prior to the initial disbursement, the awardee shall provide to the Authority an executed copy of an agreement with the party responsible for the operation and maintenance of the project. Such agreement must be consistent with the Authority policies including, but not limited to, non-discrimination, environmental requirements, an adequate consideration. The agreement must also set forth that prior to occupancy, the occupant of any part of the land acquired or approved by this project must furnish to the awardee, for transmittal to DRA, properly executed DRA forms evidencing assurance of compliance with all applicable requirements.

Project Start and Ending Dates: The project start date shall be the date the Awardee receives an official Notice to Proceed, from Delta Regional Authority. The project end date shall be calculated, accounting for original time requested to complete the project, from the date of Notice to Proceed.

Financial Procedure: The award proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the awardee fail to follow such procedures and standards, DRA reserves the right to collect, suspend, terminate, and/or collect said funds as referenced herein.

Certification Regarding Lobbying: The awardee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the awardee to any person or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of this award and the entering into of any and all agreements to effectuate this transaction. The awardee further agrees to comply with applicable statutory provisions prohibiting use of Federal assistance funds activities designed to influence any legislation or appropriations except through proper, official channels.

Return of Award Proceeds:	The awardee acknowledges that all award proceeds, until they are spent for the purposes of the award and in accordance with the award application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the award and in accordance with the award application and this Agreement, will be returned to DRA within 30 days after the final date on which the award proceeds were scheduled to be spent under the terms of the award application and this Agreement.
Licenses and Permits:	The awardee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinance, and codes, and for all costs of the project in excess of the amount of the approved award.
Notices:	Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the awardee shall be sent to the address set forth in the award application.
Waiver/Cumulative Remedies:	Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the awardee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the awardee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.
General Procedures:	All DRA awards shall be administered as follows: awards to state and local governments, in accord with OMB Circulars A-102 and A-87; awards to hospitals and other non-profit organizations, in accord with OMB Circulars A-110 and A-122; awards to higher educational institutions, in accord with OMB Circular A-110 and A-21; and other Federal regulations as applicable. The General Provisions hereof shall be applicable to DRA, its

employees, representatives, agents, successors and/or assigns. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Awardee shall maintain custody of time records, payrolls, and any other records as appropriate to substantiate all services reported to DRA and/or the administering agency, if any.

Contracting Procedures: In contracting for services and/or purchasing equipment under this Agreement, awardee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the awardee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the awardee. Awardee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Coordination and Non-Duplication: In carrying out the project under this Agreement, awardee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the awardee under other related DRA awards, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those awards.

Compliance with Applicable laws: Awardee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Award Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.

Progress Payments: Awardee may receive progress payments on the basis of worked performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserve the right to determine that the requirements of this Agreement are being met before making such payments.

Advance Payments: Awardee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) awardee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) awardee's certification that any previous advance has been exhausted (if

previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).

Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements. DRA will make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from Liability:	Awardee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the awardee shall be paid to DRA to the extent that they are properly allocable to costs for which the awardee has been reimbursed. Awardee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of this Agreement.
Official not to Benefit:	No member or delegate to Congress, or resident Commissioner, shall be admitted to any part of this Agreement, or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.
Covenant Against Contingent Fees:	The awardee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the awardee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the award amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
Certification Regarding Debarment:	Awardee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
Fraud:	The awardee certifies that it has not within a three year period preceding the submission of the award application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of

	embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
Indicted:	The awardee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.
Termination of Public Transaction:	The awardee certifies that it is not within a three year period preceding this award application had one or more public transactions, federal, state, or local, terminated for cause or default.
Conflicts of Interests:	The awardee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.
Certification Regarding Drug-Free Work Place:	The awardee certifies that it will provide a drug free workplace.
Errors and Omissions/ Compliance Agreement:	The awardee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this award within 30 days from the date of mailing said request.
Basic Agency:	If the servicing of this award is transferred to a Basic Agency, the awardee shall be responsible for all fees, expenses, or other charges for such servicing which will be paid from the award funds by DRA.
Percentage Payments:	If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
Free and Clear of Liens:	The awardee will keep the project free and clear of any liens, adverse claims, security interest, other charges and/or encumbrances.
Illegal Aliens:	The awardee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee, knowing the illegal alien is unauthorized to work in the United States. The awardee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.
Conveyance:	The awardee represents and warrants that it shall not convey, transfer or assign any/or all of its interest in and to the project.

The awardee affirms this award and the statements and documents produced in the accompanying award application. By executing this Award Agreement with DRA, the awardee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the award, and agrees to all terms and conditions of this Award Agreement.

PLEASE SIGN AND DATE IN BLUE INK.

DELTA REGIONAL AUTHORITY

_____	_____
KEMP MORGAN Director of Project Management & Development	[Awardee Offical]
_____	_____
Date	

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this the _____ day of _____, 2014, before me personally appeared _____of _____, to me personally known, who, being duly sworn on his oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the constructions, repair, or renovation of the property described in the accompanying award application, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankruptcy or receivership have been instituted by or against the Awardee, except:
_____
_____.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon, except:
_____
_____.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmen liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as follows:
_____
_____.

Affiant on behalf of the Awardee does for a valuable consideration hereby agree and guarantee to hold Delta Regional Authority harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair, or renovation of the [property described in the award application]

ABC City, Awardee

By: _____
John Doe,
Awardee Official

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2014.

_____
Notary Public

My Commission expires:
_____

ARBITRATION AGREEMENT

This Agreement is entered into on the date hereafter stated by and between Delta Regional Authority ("DRA"), its successors, agents and/or assigns, and ("").

1. Part of Transaction. This document ("Agreement") is a part of the agreement and transaction between DRA and AWARDEE described above. That agreement and transaction, as well as all past and future agreements and transactions between the parties, their employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, and any other affiliated entities or persons, are hereinafter collectively defined as the “Transaction”. This Agreement is incorporated into each document executed in connection with the Transaction. In the event of a conflict between the provisions of this Agreement and other documents executed in connection with the Transaction, the provisions of this Agreement shall control.

2. Consideration. The consideration for this agreement is the consideration given and received in the Transaction, and the mutual benefits to be derived by DRA and AWARDEE from the convenient, expeditious, economical, and private procedures for resolving disputes between them and other entities or persons covered by this Agreement.

3. Dispute Resolution. Any claim, dispute or controversy between AWARDEE and DRA, including DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, successors, assigns, other affiliated entities or persons (collectively, "Covered Persons"), (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort or equitable claims), arising from or relating to any matter, including, but not limited to, the Transaction, any past or future interactions, business or dealings between the parties or between AWARDEE and the Covered Persons or any application, advertisements, promotions, or oral or written statements related to the Transaction, any goods or services furnished in connection with the Transaction or the terms of financing, the relationships with respect to the Transaction (including to the full extent permitted by applicable law, relationships and dealings with third parties who are not signatories to the Transaction or this Agreement) or the validity, enforceability or scope of this Agreement (collectively, "Claim"), shall be resolved, upon the unilateral or joint election of AWARDEE or DRA or said Covered Persons, respectively, by binding arbitration, as hereinafter provided, pursuant to the Rules of the National Arbitration Forum (“NAF”) in affect at the time the Claim is asserted. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in the lawsuit by any other party or parties. The Rules of NAF may he obtained by calling 1-800-474-2371 or by going to the NAF Website at www.arb-forum.com, and all Claims shall be filed at any NAF office (provided, however, that if for any reason NAF is unwilling or unable or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by the parties hereto).

4. Arbitration.

(a) Any Claim shall, at the request of the AWARDEE, DRA or any Covered Persons, whether made before or after institution of legal proceedings, be determined by binding arbitration. The Transaction involves interstate commerce, and the arbitration is subject to and shall be conducted in accordance with the United States Arbitration Act, 9 U.S.C. §1, et. seq., as amended, notwithstanding any choice of law provision in this Agreement or any other documents executed in connection with the Transaction, and under the Rules of NAF. The Arbitrator shall have authority to award damages and award such other relief he deems appropriate. The Arbitrator shall give effect to applicable law, including statutes of limitations in determining any Claim. Any controversy concerning whether an issue is arbitrable shall be determined by the Arbitrator. However, AWARDEE, DRA or any Covered Persons may institute a lawsuit for the purpose of compelling the other parties to any Claim to arbitrate in accordance with this Agreement. Judgment upon the arbitration award may be entered in any court having jurisdiction. The Arbitrator(s) shall be chosen no later than 30 days after filing of the Claim with NAF. The arbitration procedures shall be concluded, and the Arbitrator's award issued, no later than six (6) months after selection of the Arbitrator.

(b) The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff to submit the Controversy or claim to arbitration if any other party Contests such action. No provision of this Agreement shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies for a court of competent jurisdiction before, after, or during pendency of any arbitration or other proceedings. The exercise of a remedy does not waive the right of either party to resort to arbitration.

(c) In the event of a conflict between the provisions of this Agreement and the Rules of NAF, the provisions of this Agreement shall control. No class action arbitration maybe originated or had under this Agreement and, except as provided in paragraph 3 above, there shall be no joinder of multiple party plaintiff, except for joinder of all parties covered by this Agreement.

5. Administrative Fees and Expenses. Upon request, DRA will advance the first Five Hundred Dollars ($500.00) of the filing and hearing fees charged by NAF for any Claim filed by any AWARDEE or any Covered Person against DRA. The Arbitrator will determine who will ultimately be responsible for paying any filing, hearing or other administrative fees in connection with the arbitration. Unless inconsistent with applicable law, each party to an arbitration shall bear the expense of their respective attorneys', experts' and witness fees and expenses, regardless of which party prevails in the arbitration.

6. Selection of Arbitrators. On claims of $100,000 or less, including counterclaims, an Arbitrator shall be selected from a panel of nine (9) arbitrators submitted by NAF, by DRA and AWARDEE either agreeing on the Arbitrator or striking persons from the panel until one person is left, that person being the Arbitrator. On claims in excess of $100,000, including counterclaims, three Arbitrators shall be selected from a panel of fifteen (15) arbitrators submitted by NAP by DRA and AWARDEE either agreeing on the Arbitrators or striking persons from the panel until three (3) persons are left, those persons being the Arbitrators. The

determination of whom shall make the final strike and the resolution of any disputes concerning selection, including, if necessary, the appointment of the Arbitrator(s), shall be done by NAF.

7. Discovery. The Arbitrator shall have the power to authorize reasonable discovery and to issue any necessary orders and subpoenas. All discovery shall be expedited to the maximum extent practicable. In no event shall the Arbitrator allow discovery which would result in this matter not being concluded and an award issued in the time specified herein.

8. Location. The arbitration sessions shall be held at a location mutually acceptable to the parties to the arbitration. If the parties to the arbitration cannot agree on the location, the location shall be selected by NAF.

9. Confidentiality. To the extent permitted by applicable law, all proceedings pursuant to or in connection with this Agreement shall be kept strictly confidential, except for disclosures of information required in the ordinary course of the business of DRA and AWARDEE or by applicable law or regulation. This provision shall not exempt from discovery or use in any other or future proceeding any evidence otherwise discoverable, merely because it is presented in, referred to, or discussed in the course of, or in connection with, proceedings pursuant to this Agreement.

10. Severabililty. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall be enforced to the extent permitted by applicable law and in lieu of any such unenforceable provision, there shall be substituted in its place a provision as similar in substance and effect as is capable of being enforced.

11. Successors and Assigns. This Agreement shall be binding upon, and shall enure to the benefit of, the parties, the Covered Persons, any co-signors, endorsers, guarantors or other obligors to the Transaction and their respective successors and assigns, including to the full extent permitted by applicable law, third parties who may not be signatories to the Transaction or this Agreement, such as DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, other affiliated entities or persons.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, arrangements, negotiations, and other communications, if any, on dispute resolution. The undersigned agrees that this Agreement may not be amended or modified in any respect except in writing.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING ARBITRATION AGREEMENT AND BY SIGNING BELOW DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

Delta Regional Authority, Awarder	[Awardee]., Awardee
By:_____ Kemp Morgan Director of Project Management & Development	By:_____ [Awardee] [Official Tite]
Date: _____	Date: _____

MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the undersigned John DOE, by and on behalf of UNIVERSITY of USA, (the "Awardee"), in connection with a transaction between the Awardee and Delta Regional Authority, it successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Awardee dated this date.

1. The DRA and Awardee each have the right to request Mediation. Mediation is a procedure in which the DRA and Awardee select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the arbitration agreement.

2. The DRA and Awardee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Awardee select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Arbitration Agreement.

3. Arbitration is final and binding on the parities and subject to only very limited review by a court.

4. Except as to provisional remedies, self-help and foreclosure, the parties are waiving their right to litigate in court, including their right to a jury trial, because they have given each party the right to demand arbitration.

5. Pre-arbitration discovery is generally more limited and different from court proceedings.

6. Arbitrators' awards are not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THAT THIS DOCUMENT DISCLOSES THE PARTIES ARE ENTERING INTO AN ARBITRATION AGREEMENT AND BY SIGNING THE SAME DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

Delta Regional Authority, Awarder

By:_____
Kemp Morgan,
Director of Project Management & Development

Date: _____

University of USA, Awardee

By:_____
John Doe
Board Member

Date: _____

AWARDER/AWARDEE NOTICE OF TRANSFER OF SERVICING OF AWARD

Re: DRA Contract No.: AB-1234
Project Title: Waterwheel Replacement
Awardee: City of Town
Basic Agency: American Planning and Development District
Total Award: $40,000.00
LDD Administration: $2,000.00

The servicing of the above-referenced Award will be transferred effective February of 2014. Prior to this date, all draw requests should be made to the Delta Regional Authority ("DRA"). After this date, any draw request should be made to North Delta Regional Planning & Development District (the "Basic Agency") under the terms of the Award and Memorandum of Agreement. After this date, the Awardee's communications should be made directly to the Basic Agency.

The Basic Agency shall be responsible for any and all draw request, monitoring and enforcement of the terms and conditions of the Award and other related documents. In addition, the Awardee shall be responsible for complying with any and all terms and conditions required by the Basic Agency. The DRA reserves the right to revoke the duties and responsibilities of the Basic Agency and require that the servicing of the Award be returned to DRA. In the event of such revocation, the Awardee shall be immediately notified.

To answer any questions or inquiries relating to the transfer of servicing, you may contact the DRA by calling Mr. Kemp Morgan, Director of Project Management & Development of DRA, at (662) 624-8600. To answer any questions or inquiries relating to the transfer of servicing or servicing in general, please contact the Basic Agency. The name, address and telephone number of the Basic Agency is as follows:

Attention
American Planning and Development District, Inc.
1913 Here Ave.
Monroe, TN 71205
Phone (555) 555-5572
Fax (555)5555

The transfer of the servicing of the Award does not affect any representation, warranties, terms or conditions of the Awardee set forth in the Award Agreement and/or other documents signed in connection with the Award.

By executing this document, the undersigned certificates he/she has read and understands the notice.

Awardee: City of Town

By: _____
Name: Johnny B. Doe
Title: Executive Director
Date: _____

ENVIRONMENTAL DECLARATION AND INDEMNITY

FOR AND IN CONSIDERATION of the Award provided to the _____(the "Awardee") by Delta Regional Authority, its successors and assigns ("DRA"), and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Awardee, being the owner, operator and/or occupier of the real property described in the accompanying award application ("Property"), hereby declares, covenants, represents, and warrants unto DRA as follows:

1. Awardee represents and covenants that, except as disclosed by Awardee to DRA in writing on or prior to the date of this agreement, (i) the Property has at all time during Awardee's ownership, occupancy and control thereof and is presently free of contamination from any substance or material presently identified to be toxic or hazardous according to any applicable federal, state or local statute, rule or regulation (collectively, the "Law"), including without limitation, any asbestos, PCB, radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property; (ii) Awardee has not caused or suffered to occur, and Awardee will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill"), or hazardous substance at, upon, under or within the Property or any contiguous real estate; (iii) neither Awardee nor any other party has been, is or will be involved in operations at or near the Property which could lead to the imposition on Awardee or any other owner of the Property of liability or the creation of a lien on the Property, under the Law or under any similar applicable laws or regulations; and (iv) Awardee has not permitted and will not permit any tenant or occupant of the Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Awardee or any other owner of any of the Property, or the creation of a lien on the Property, under the Law or any similar applicable laws or regulations; and (v) no friable asbestos, or any substance containing asbestos deemed hazardous by federal or state regulations on the date of this Agreement, has been installed in or on the Property. The terms "hazardous substance" and "release" as used in the Agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event that the applicable laws of the applicable jurisdiction establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

2. Awardee shall comply strictly and in all respects with the requirements of the Law and related regulations and with all similar applicable laws and regulations and shall notify DRA promptly in the event of any spill or hazardous substance upon the Property, and shall promptly forward to DRA copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or hazardous substance or any other matters relating to the Law or related regulations or any similar applicable laws or regulations, as they may affect the Property.

3. Awardee, promptly upon the written request of DRA from time to time, shall provide DRA with an environmental site assessment or environmental audit report, or an update or such an assessment or report, all in scope, form and content satisfactory to DRA.

4. In consideration of the award, Awardee shall indemnify DRA and hold DRA and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, loss, liability, damage, costs and expense, including, without limitation, attorneys' fees, costs of suit and fees of expert witnesses, suffered or incurred by DRA, whether as holder of a mortgage, as mortgagee in possession or as successor in interest to Awardee as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure (i) under or on account of the Law or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Property whether or not the same originates or emanates from the Property or any such contiguous real estate, including any loss or value of the Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Property within the jurisdiction of the U.S. Environmental Protection Agency or any similar state or local agency. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of the Property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous substances or solid wastes, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Without prejudice to the survival of any other agreements of Awardee hereunder, this indemnity shall survive the closing of the Award and shall continue thereafter in full force and effect.

5. In the event of any spill or hazardous substance affecting the Property, whether or not the same originates or emanates from the Property or any such contiguous real estate, and/or if Awardee shall fail to comply with any of the requirements of the Law or related regulations or any other environmental law or regulation, DRA may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as DRA shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the legal rate from the date of payment by DRA shall be due and payable by Awardee to DRA within fifteen (15) business days of demand therefore, and until paid shall be added to and become a part of the indebtedness and shall have the benefit of any lien hereby created as a part thereof.

6. Awardee shall permit any officer, employee or agent of DRA to visit and inspect the Property, examine the books of record and accounts of Awardee, take copies and extracts therefrom, and discuss the application of any Applicable Environmental Laws to the Property with Awardee's officers, consultants and employees, all at such reasonable times and on reasonable notice and as often as DRA may reasonably desire. In addition to this right of inspection, Awardee hereby awards to DRA an easement upon personal servitude of right of use of the Property for environmental inspection. As used in this section, the term "environmental inspection" shall mean any visitation to or inspection of the Property (including obtaining underground soil samples), or interview with Awardee or its consultants or employees, to

determine the continuing accuracy of the environmental representations state in this Agreement. DRA may exercise this right of use at any time during normal business hours of Awardee. The easement shall continue until termination of the transaction provided in the award, and shall automatically be transferred with any transfer of rights under the award.

Witness the signature of Awardee on this the _____ of _____, 2014.

Awardee Name

By: _____
Official,
Title

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:

_____

AFFIDAVIT AND ACKNOWLEDGMENT REGARDING SINGLE AUDIT

_____ ***LA-11496 Town of Harrisonburg Wastewater Treatment***

The undersigned, John Doe, Mayor for Town of Place, Awardee, being duly sworn, deposes and says:

1. As the Awardee may expend $500,000.00 or more of federal assistance in the Awardee's fiscal year, the Awardee agrees to provide to the Delta Regional Authority (DRA) a copy of any and all single audits, also known as the OMB A-133 Audit.

2. If the Awardee does not initially exceed $500,000.00 in federal funds and a single audit is not completed, but such an audit is later required and conducted, the Awardee agrees to provide a copy of the same to DRA.

3. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.

4. The Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing DRA to award this project.

WITNESS MY SIGNATURE on this the _____ day of _____, 2014.

_____, Awardee

By: _____

_____
John Doe,
Mayor

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:
_____

AFFIDAVIT AND
ACKNOWLEDGMENT

IL-1234 ABC Sewer Repair

The undersigned John Doe, Chairman, ABC City, Awardee, being duly sworn, deposes and says:

5. The Award Proposal submitted by the Awardee and approved by the Awarder was conditioned upon the applicant providing $10,000.00 from other funding sources.

6. The Awardee represented and warranted in its Award Proposal that certain additional funds would be provided from additional funding sources in order to complete the Project.

7. At the time of closing of the Award, the additional funds to complete the Project had not been received.

8. The Awardee understands, acknowledges and agrees that all of the Award proceeds for the Awarder shall be returned to the Awarder upon expiration of the completion date unless the additional sources of funding have been received by the Awardee at that time, all at the discretion of the Awarder.

9. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.

10. The Awardee has not sold, assigned, pledged, transferred, deposited under any agreement, hypothecated the original or any interest therein, or signed any power of attorney or other authorization respecting the Project.

11. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awarder to close the Award.

WITNESS MY SIGNATURE on this the _____ day of _____, 201__.

ABC City, Awardee

By: _____
John Doe, Chairman
ABC City

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between _____ (hereafter "Company") and the Delta Regional Authority (hereafter "DRA").

W I T N E S S E T H

WHEREAS, _____ (hereafter "Awardee") filed an Application for a award with DRA entitled _____ bearing reference number _____ in the amount of $_____ on or about _____; and

WHEREAS, the Company will directly benefit from this Award; and

WHEREAS, the Application includes and requires Job Creation from the Company which is a significant factor in the awarding of this Award; and

WHEREAS, the Federal government is results oriented which led to the Office of Management and Budget announcement of the President's Management Agenda in the summer of 2001, that includes an aggressive strategy for improving the management of the Federal government; and

WHEREAS, DRA's federal awards program attempts to achieve desirable and measurable results at an acceptable cost in order to comply with the President's Management Agenda and in doing so, requires the Company to achieve Job Creation goals set-forth in the Application or face penalties; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Company and DRA hereby agree to the following:

1. Definitions.
    a. Application – The documents, forms, certifications, engineering reports, company financial statements, and other information submitted by the Awardee to DRA regarding the Project.
    b. Capital Expenditures – The funds expended by the Company (or lessor) for new real and personal property improvements related to the Project.
    c. Current Employees or Current Employment – The number of Full-time, Permanent Employees of the Company at this location, at the time this Agreement is signed by the Company.
    d. Financial Statements – Current and/or projected balance sheets, profit and loss, cash flow and other financial information about the Company at this location. Such projections must be consistent with those submitted to lenders, stockholders, partners, or other parties having an interest in the Company.

e. Full-Time, Year-Round Employee – An employee of the Company at this location who works a minimum of 1,800 hours per year for the Company.
f. Award Agreement – An agreement between the Awardee and DRA defining the conditions of this Project.
g. Award – The award funded by DRA bearing the reference number above.
h. Awardee – The public or non-profit entity that submitted an application to DRA for funding.
i. New Jobs – The number of new Full-Time, Year-Round Employees of the Company at this location who will be added after DRA's conditional approval of the Application due to the Project within two years of the date of DRA's conditional approval of the Application. The number of "New Jobs" is the addition at the Project location over Current Employment, and net of decreased employment at other locations of the Company of related companies in the state where the Project is.
j. Project – The construction, reconstruction, purchase, and/or installation of buildings, machinery, equipment, utilities, streets, furniture, and other real estate or personal property improvements to be located at the site indicated in the Application, whether owned or leased by the Company or Awardee, as detailed in the Application.
k. Retained Jobs – The number of current Full-Time, Year-Round Employees of the Company who would have been terminated if the Project had not been undertaken. In the event less than 100% of the employees of the entire facility would be terminated, the specific employees who would be retained have been named, and a direct relationship has been established between their proposed termination and the Project.
l. Unforeseen Economic Events – The Company's actual sales volume at this location was significantly less than was projected by the Company prior to the Commencement of the Project due to factors beyond the Company's control.

2. Accuracy – The Company has reviewed the entire contents of the Application including all attachments, except for information that pertains to other companies that may be included, and hereby certifies that all information that relates to the Company is true and accurate, and can be verified upon request by proper official of DRA or the Applicant.

3. Access to Records – The Company agrees to provide reasonable access to company records by proper officials of DRA and the Applicant in order to verify information submitted in this Application and requirements set forth in this Agreement. "Reasonable access" shall be considered access at the Company's normal business hours with at least a three day notice by DRA or the Applicant.

4. New Job Creation Project (If Applicable) – The Company will create, at a minimum, _____ New Jobs in addition to the Current Employment of _____. The Company will maintain a combination of, at a minimum, _____ Full-Time, Year-Round Employees at this location for a period of five years from the completion of the project.

5. Proposed Capital Expenditures – The Company certifies that the proposed Capital Expenditures for the Company's Project, as identified in the Application, has not yet begun, and will not begin until DRA has conditionally approved the Application. The Company also certifies that it will expend, at a minimum, $_____ in Capital Expenditures for the Project, and provide upon request paid invoices and other allowable documentation dated after DRA's conditional approval of the Application substantiating said expenditures to the Awardee and DRA.

6. DRA/Civil Rights – The Company agrees to comply with Equal Employment Opportunity and civil rights laws and procedures as applicable to the DRA program, which, among other requirements, requires non-discrimination in employment.

7. Default and Remedies – If for any reason whatsoever, the Company does not adhere to the commitments as contemplated by this Agreement, the Company shall reimburse DRA the amount contemplated by the Award Agreement, plus 10% interest accrued from the time DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds. In the event of partial New Job Creation or Retained Jobs, reimbursement shall be computed on a prorated basis dependent on actual performance as follows:

    a. New Job Creation – For every New Job less than the number stated in Item 4 of this Agreement within two years after the date of DRA's conditional approval and sustained for five years after the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of New Jobs plus 10% interest compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.

    b. Retained Jobs – For every Full-Time, Year-Round Employee less than the number indicated in Item 4 of this Agreement not maintained for a period of five years from the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of employees to be maintained, plus 10% interest compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.

    c. Reduction of Penalties – DRA, at its sole discretion, may reduce or waive the penalties specified in this Section of this Agreement in the event the Company experiences Unforeseen Economic Events as defined in paragraph1. (l), as determined by DRA. This information must reflect the activity only at the facility referred to in the Application, and not include other sites, subsidiaries, or parent company. In the event the Company elects not to submit the current

and projected financial information in the application, DRA is not obligated to determine if a reduction in penalties would be warranted.

8. Certification – The Company certifies that but for the proposed DRA assistance described in the Application, the Company's project will not be done at the proposed site, and the New or Retained Jobs would not occur.

9. Hold Harmless – The Company shall fully and completely indemnify, defend, and hold harmless DRA and its officers, directors, employees, board and agents against any liability, judgment, loss, costs, claim damages (including consequential damage) or expenses (including attorneys' fees and disbursements, settlement costs, consultant fees, and investigation fees) to which any of them may become subject insofar as they may arise out of or based upon this Agreement or any agreement or document executed by the Company and DRA as part of the transaction described herein. The Company shall be given the full opportunity, at the expense of the Company, to defend against any such third party claim or demand.

10. Disputes -- In the event of a dispute between the parties arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party must then pursue resolution by binding arbitration in accordance with the rules of the American Arbitration Association.

Delta Regional Authority, Awarder	_____, Company
By:_____	By:_____
Kemp Morgan Director of Project Development	President
Date: _____	Date: _____
STATE OF _____ COUNTY OF _____	Phone: _____
	email:_____

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named _____, to me known, who acknowledged that he is _____ of _____, and that for and on behalf of said _____ and as its act and deed, he signed and delivered the foregoing Agreement as of the date therein mentioned with action execution on the date of this acknowledgment, after having been first duly authorized so to do.

GIVEN under my hand and official seal on this, the _____ day of _____, 2014.

_____
Notary Public

My Commission Expires:
_____

CERTIFIED RESOLUTION

I, _____, do hereby certify that I am a duly elected and qualified _____ of _____ organized and existing under the laws of the State of _____, and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors thereof convened and held in accordance with law and the by-laws of said corporation on the _____ day of _____, 20_, and that such resolution is now in full force and effect:

"BE IT RESOLVED, that _____, hereby authorizes _____ to execute the Participation Agreement with the Delta Regional Authority for a project to be located in _____, _____. hereby recognizes that the Agreement includes obligations of the corporation and financial penalties for non-compliance of such obligations."

IN WITNESS WHEREOF, I have hereunto affixed my name as _____, this ____ day of _____, 20__.

BY: _____

Project/Program Monitoring & Compliance Report

Date _____ Project Number _____

Awardee _____ Project Title _____

Site Location _____

Project Start _____ Proposed Completion _____

General Statement from Awardee (comments, concerns, progress of project or lack thereof)

1. Preparation for Visit

Project agreement reviewed?	☐ Yes	☐ No	
Performance reports submitted?	☐ Yes	☐ No	☐ N/A
Claims for reimbursement reviewed?	☐ Yes	☐ No	☐ N/A
Award correspondence and other required documents reviewed?	☐ Yes	☐ No	☐ N/A

2. Regulations

☐ Has the awardee made any changes to the scope of the project? If so, was prior approval received from DRA? (explain)

☐ Did project monitor view actual project and take pictures? (Please attach to report)

☐ If project is not up to date on quarterly reports, was time taken to explain and re-educate?

3. Award Status & Contracts

Is there documented evidence that all contracts associated with the project were properly advertised? Is there evidence that all federal laws were complied with from filing of application until present? As laws vary according to state, please provide evidence for all project activities which require competitive or sole source vendors.	☐ Yes	☐ No (explain)
Does the awardee have evidence of bonding and insurance?	☐ Yes	☐ No (explain)

Is project being implemented on schedule?	☐ Yes	☐ No (explain)
Has there been any arbitration, investigation, or administrative proceeding which may threaten or adversely affect the project?	☐ Yes (explain)	☐ No

4. Financials

Is documentation satisfactory to justify activities and reimbursement? Documentation may include, but is not limited to copies of cancelled checks, financial statements and itemized receipts. Please provide copies.	☐ Yes	☐ No (explain)
Does awardee maintain a separate bank account for DRA project funds? If so, please provide copies of all bank statements. If not, please provide documentation of processes and procedures which maintain DRA funds.	☐ Yes	☐ No (explain)
Has the awardee received any program income from the use of DRA Funds?	☐ Yes	☐ No (explain)
Has the original budget amount or funding partners changed since Award? Explain.		

5. A-133 Audit, Financial Records and Claims for Reimbursement

Has awardee expended $500,000 or more in Federal assistance this year? Has awardee submitted an audit in accordance with the requirements of OMB Circular 1-133?

If the awardee has expended less than $500,000 this year in Federal awards, the awardee is exempt from federal audit requirements for the current year. However, records must be made available for review or audit by the DRA, administering agency, pass-through entity, and General Accounting office. Are these records available to DRA for review? Please attach copies of all records reviewed.

If the project has earned interest on DRA funds, interest, must be Remitted to DRA. Has the project earned interest on DRA funds? If yes, Explain.

As an entity, is awardee eligible to receive tax refunds or credits through the state? Has the awardee received any tax refunds or Credits from DRA funds?

Are awards being administered in accordance with generally accepted financial accounting procedures and standards and Appropriate OMB Circular? In not, please give a detailed explanation.

Does the awardee have project (i.e., contracts, invoices, time records and payroll) records filed in a readily available secure location? Was a review of the files completed? If not, explain.

For construction projects, is proper signage displayed with DRA logo? If no, please explain.

Has the awardee been informed that it is not lawful to employ, and/or retain anyone to solicit or secure a grant for the purposes of a commission, percentage, brokerage or contingency fee?

During the course of the project has the grantee been debarred, suspended, recommended for debarment or voluntarily excluded by any federal department or agency?

Has awardee complied with all employment verification requirements to include examination of identity documents, completion of form I-9 for each employee?

Has the LDD's technical assistance been sufficient in its duties to be responsible for all draw requests, monitoring and enforcement of the terms and conditions of the award and other related documents? If no, explain.

Does the awardee currently have any outstanding Federal liens or expectations? If so, what is the current status of indebtedness?

Has the awardee received any matching funds or "In-Kind," cash or services stated, in the original award agreement? If matching funds have not been provided or received, please explain why not.

Are activities on schedule according to the Project Agreement? ☐ Yes ☐ No (explain)

Have copies of press releases and newspaper articles been submitted to DRA? ☐ Yes ☐ No (explain) ☐ N/A

Does DRA possess a lien for any properties which meet guidelines to a lien held by the Authority (i.e., property or buildings)?

6. Due Diligence (yes or no)

Has the awardee abided by all provisions of federal, state, and local laws regarding this project and maintained documentation? Explain.

7. Property Management

Has any equipment been purchased with award funds?	☐ Yes (explain)	☐ No	☐ N/A
If yes, does the awardee have a system in place to control, protect, preserve, use, maintain and inventory the property?	☐ Yes	☐ No	
Random check of equipment purchased conducted?	☐ Yes	☐ No	
If yes, what items were			

8. Summary of Visit

Is technical assistance or training needed?	☐ Yes (explain)	☐ No
Are corrective actions recommended?	☐ Yes (explain)	☐ No

Comments and main points addressed during your visit.

9. DRA Monitor Signature

Name	Title	Date Reviewed

LDD Representative Signature

Name	Title	Date Reviewed

Reviewed By (Optional)

Instructions

You may delete this entire instruction page before printing or submitting the form. It is anticipated that many of the detailed items will be checked as N/A as they may not be reviewed in every situation. This form serves to provide documentation for on-site monitoring, which may in some cases deal with only one issue rather than the entire project. Some answers to specific Yes or No questions require an explanation. If sufficient space is not available on this form, additional sheets can be added.

Date – Record the date the on-site monitoring visit was conducted.

Project Number – Record the Project Number. This number should be on the Project Agreement.

Awardee – Record the name of the awardee as it appears on the Project Agreement.

Project Title – Record the project title as it appears on the Project Agreement.

Award Amount – List the full dollar amount of the award, provided DRA and other entities separately.

Site Location – Record the site location of the on-site monitoring visit. Provide a description and address, if applicable. Example: City Offices, 1111 Award Street.

Visit Number – Consecutive number for on-site visits made, starting with 1.

Time Period Covered – Time period covered by this award visit.

1. **Preparation for Visit** – Note whether specific documents have been reviewed and pre-visit actions taken.

2. **Regulations**- Note whether project has performed a change of scope etc.

3. **Project Execution and Contracts**

4. **Financial Maintenance** – Identify which financial records were reviewed and indicate what type of sampling was used to choose records. Photo copies should be made of documents received and attached to the report. Note whether required Claims for Reimbursement and documents were submitted and complete, including supporting documentation. Describe any findings.

5. **Audit, Financial Records and Reimbursement**

6. **Due Diligence**- documentation regarding adherence to federal statutes and regulatory procedures.

7. **Property Management**- documentation of property maintenance purchased with DRA funds

8. **Summary of Visit**

9. **Authorizing Signatures**-The Awardee representative present at the on-site monitoring should sign the form. Only one signature from an awardee representative is required.

10. **Additional Comments** – An optional page for additional comments when needed.

Provide the original of this form to the Project File and one copy to the awardee. One copy should be retained in the working file.

APPENDIX A

DEFINITIONS OF KEY TERMS AND CONCEPTS

1. **DELTA REGIONAL AUTHORITY ACT:** DRA's enabling legislation or law that created the DRA, which outlines the DRA/LDD relationship.

2. **PUBLIC OUTREACH:** Various activities performed by LDD and DRA staff to actively promote DRA funding and non-funding programs to local stakeholders and constituents of the district/region.

3. **CERTIFIED STRATEGIC PARTNER AFFILIATE:** New for FY14, all LDDs who execute the LDD Memorandum of Agreement will be recognized as a Strategic Partner (SP), which indicates the LDD is certified to develop and manage economic development projects within their region on behalf of the DRA. This distinction will be renewable at the end of each fiscal year. A CSPA decal will be provided each year to the LDDs which meet the requirements set forth in this Agreement. Technical Assistance funding is predicated upon the LDD attaining and maintaining the CSPA status.

4. **GOOD STANDING PARTNERS:** A list will be posted on the www.dra.gov website of CSPAs (LDDs) who demonstrate commitment to the principles outlined in this Agreement

5. **ADMINISTRATIVE PROGRAM MANUAL: (**SEDAP) States' Economic Development Assistance Program formerly known as the Federal Award Program.

6. **KEY PRINCIPAL:** An individual within each LDD who serves as the single point of contact between the LDD and DRA. This person is expected to be familiar with DRA programs and policies as well as attend DRA sanctioned events and training.

7. **DRA-CERTIFIED PROJECT DEVELOPER:** DRA will develop and provide Project Management & Development training to Key Principals within the DRA Region. Upon the successful completion of the training course, the individual will be recognized as a DRA-Certified Project Developer. This distinction serves to elevate the skill sets needed to properly develop and manage DRA projects, thereby increasing the capacity of the LDD as directed by Congress.

8. **QUARTERLY & FINAL CLOSE-OUT REPORTS:** All quarterly and final reports will consist of 1) a narrative (SF-PPR) which will address objectives met for the prior quarter, problems or issues encountered during the prior quarter, how those issues were resolved, and what the objectives for the next quarter will entail and 2) a financial status report (SF-425). These reports shall be consistent with the scope of work as outlined in the approved application and signed by both the authorized representative for the awardee and the appropriate LDD staff member. While it is the responsibility of the awardee to provide the necessary information through quarterly and final reports, it is the LDD's responsibility to ensure the awardee is in compliance with their reporting requirements as

outlined in section 2 above. Final reports must reflect actual outcomes of the project to include but not be limited to number of jobs created and/or retained, number of families affected, and/or number of people trained as described within the approved application. Should a project consist of work to be performed for the benefit of a private entity who has committed jobs and/or private investment through the execution of a Participation Agreement, follow-up reports will continue to be due for a period of no less than five years.

9. **OUTCOMES:** Outcomes are generally proposed within the approved application and can include, but may not be limited to, any of the following four metrics or any combination thereof: 1) jobs created; 2) jobs retained; 3) families affected (not individuals); and 4) persons trained.

10. **PUBLIC OUTREACH:** Specific actions taken by LDD and DRA staff to inform/engage/educate/notify/involve local stakeholders of DRA policies and programs to include but not be limited to public forums, private meetings, mass and/or targeted mail/email, surveys, etc., all for the purpose of advocating on behalf of DRA.

11. **LOCAL STAKEHOLDERS/CONSTITUENTS:** Any group of individuals, businesses, or organizations both public and private who would or could benefit from knowledge of DRA policies and/or programs. These segments of the population may or may not represent the typical constituent served by the LDD, but that should not deter the LDD from providing the necessary and required public outreach.

12. **NON-FUNDING DRA PROGRAM INITIATIVES:** Current examples include: J1 Visa Waiver program which places foreign born, U.S. educated doctors in un-served or under-served areas; and Innovative Readiness Training (IRT) program which allows the Department of Justice to train military staff in real-world situations by providing free healthcare, dentistry, optical care, veterinary services, engineering, and construction to rural communities in need.

13. **LDD ADVISORY COUNCIL:** Originating from the LDD Summit held in February of 2014, the Federal Co-Chairman's LDD Advisory Council is made up of an LDD member and alternate member from each state represented by the DRA. This small group of LDD representatives provides counsel to the DRA Federal Co-Chairman on issues related to LDD involvement in DRA activities. DRA, in turn, uses the Advisory Council to review and provide input on DRA policies that impact all LDDs within the region (i.e. LDD-MOA, automated application website, etc.)

14. **PROJECT ADMINISTRATION FEES:** DRA project administration fees are payable from DRA project funds and calculated as 5% of the first $100,000, and 1% of all dollars in excess of $100,000. One half of the project administration fee can be paid as part of the first reimbursement request from the awardee (first administration fee cannot be a stand-alone request), the other half will be paid with the submission of the final close-out report. Individually, LDDs may submit an alternative administrative fee structure for review and approval by the Federal Co-Chairman should the above format cause undue

hardship on the LDD. The LDD may, at its own discretion, reduce or waive altogether the project administration fees. Lastly, should it be determined by the DRA and with the consent of the LDD, the awardee possesses the necessary capabilities to administer their own project - no project administration fees will be paid to either party.

15. **ALTERNATIVE ADMINISTRATION FEE STRUCTURE:** Should the final close-out report, for whatever reason, create an excessive delay to the LDD in receiving its final 50% project administration payment, the LDD shall provide written justification for restructuring the standard payment process. The justification will be reviewed by DRA staff and a recommendation made to the Federal Co-Chairman. The LDD should expect DRA's decision within thirty days.

16. **TECHNICAL ASSISTANCE FUNDING:** DRA, as mandated by Congress, shall work with the LDD's within the DRA region. The terms of this working relationship are described herein and it has been determined that a payment for services rendered is appropriate. The LDD will be paid up to $1,801.00 per DRA county served for Fiscal Year 2014, which is dependent on DRA's annual Congressional budget. $1,801.00 per DRA county served, divided in two equal payments of $900.50 (assuming funds have been Congressionally authorized), payable on execution of the MOA and the balance no later than August 15 of the current funding cycle, provided all of the terms of this agreement have been met and requisite reporting has been submitted in a timely fashion to DRA.

17. **CURRENT FUNDING CYCLE:** The period of time between DRA SEDAP announcements of program funding from one year to the next.

18. **PROPRIETARY INFORMATION & NON-DISCLOSURE:** During the course of doing business, LDD staff may become privy to specific knowledge of private beneficiaries or other project affiliates who have not yet made their plans public. Due to the sensitive nature of some of the work conducted with award funds it is conceivable that individuals could use knowledge acquired for personal gain, which is not acceptable. LDD and DRA staff should also be cognizant of the potential to preempt announcements made by the awardee, Governor, and/or primary funding source. Always coordinate with DRA communications staff to determine the best course of action.

19. **REPRESENTATIVES OF THE PARTIES:** Within the scope of this MOA, the representative from DRA will be the Federal Co-Chairman at all times; the representative from the LDD will be the person, within the LDD organization, who is authorized to enter the LDD into contracts and Agreements whether through board resolution or through the normal duties associated with the job description of the individual.