

Federal Assistance Program Manual



Delta Regional Authority

A federal-state partnership providing a unified voice for the region

States' Economic Development Assistance Program

Strategic Investment for Job Growth in the Delta

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

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Table of Abbreviations

Abbreviation	Definition
DRA	Delta Regional Authority
FGP	Federal Grant Program
LDD	Local Development District
FCC	Federal Co-Chairman
SEDAP	States' Economic Development Assistance Program <i>(formerly the Federal Grant Program)</i>
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

Introduction

As the DRA prepares for the current SEDAP funding cycle, Chairman Christopher Masingill has met with and reviewed recommendations made by the LDD Advisory Council on ways to improve the SEDAP program. Many of those recommendations have been incorporated into this program manual, and sincere thanks go out to all who participated.

This manual outlines for all interested parties—who is 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 within this document for your convenience.

This year's revisions to the manual help to re-establish the continuity of SEDAP after last year's policy shift, away from grant administration, toward project development and management. Continual steps are being taken to ensure a logical policy supports a consistent program which is vital in facilitating the economic development of the region.

After reading the manual, if you have questions regarding content, please feel free to contact any of the DRA staff listed on page 43.

DRA Administrative Notice

DRA will implement the execution of **Administrative Notices** (Notice) to more formally convey changes to program policy and/or procedures. As this document encompasses the newly realigned policies and procedures for the 2012 SEDAP, DRA wishes to memorialize this through the execution of the enclosed Notice.

Revisions to this Notice will be issued as changes are made to the documents herein. Revisions will be denoted by the addition of .R# (for example DRA11.001.R1). Notices will be posted to www.dra.gov, which will help direct all interested parties to the most current information.

See page 54 for DRA Administrative Notice DRA11.001.R1

Process Outline

1. Eligible Entities
 - a. Participating Member States
 - b. Local Governments (city and county)
 - c. Non-Profit Entities
2. Funding Pathways
 - a. Standard Process
 - b. Expedited Process
3. Funding Types
 - a. Critical Development
 - i. Up to half of the host state's allocation
 - ii. The other seven states split the difference equally by percentage
 - iii. Must impact multiple states
 - b. Emergency/Contingency
 - c. Replacement
 - i. States may choose to replace a project within 18-months of Notice to Proceed
 - ii. All eligibility and priority criteria must be met by the newly proposed project
 - iii. Federal and State concurrence are required
 - d. States' Economic Development Assistance Program
 - i. Eligible Projects
 1. DRA's Four Funding Categories
 - a. Basic Public Infrastructure
 - b. Transportation Infrastructure
 - c. Workforce Development
 - d. Business Development, Emphasizing Entrepreneurship
 - ii. Eligible Priority Projects
 1. Federal Priority Eligibility Criteria
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- c. Sustainable Communities
 - 3. State's Priorities
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- 4. Pre Award:
 - a. Online Project Application Process
 - b. Appeals Process
- 5. Post Award:
 - a. Compliance & Monitoring
 - b. Reporting
 - c. Reimbursement
 - d. Project Closeout

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.** 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.

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 grant 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 grantee would be responsible for repaying these grant funds to the DRA.

For-profit entities are not eligible for DRA 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. Should the grantee ever decide to dispose of the property purchased, in whole or in part, with DRA project funds, it is the grantee'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 material 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.

All projects whether Emergency/Contingency, Replacement, or SEDAP, are developed in coordination with the appropriate LDD and 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. LDDs will also acknowledge their role and responsibility as project manager for each project, and ensure each project is implemented and regulations are adhered to in a timely manner.

In order to compensate the LDDs for the administrative work they perform post-award, project administration fees will be paid from the grant funds awarded. 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. As a point of reference, a \$200,000 grant would include \$6,000 in LDD project administration fees, thereby making \$194,000 available for the purpose of the grant. Further details of this arrangement and other alternatives can be found on page 18 in the LDD Memorandum of Agreement.

The **“Expedited Process”** will be initiated by the state when an immediate need exists for an economic development prospect project. However, the DRA reserves the right to also initiate the process. In certain situations, there may be a legitimate reason for heightened confidentiality and a 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 vote 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.

Funding Types

“Critical Development” projects are defined as projects including \$300M 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.

Assuming a DRA state was to land a critical development project, the following guidelines would be implemented. The DRA Board 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 the state’s allocation for this project. Up to half of the host state’s allocation for the particular funding cycle would be utilized for project funding and the other seven states would split the difference equally, by percentage, to make up the difference. Projects must have a multiple state impact and result in immediate and long-term benefits for the area served.

“Emergency/Contingency” funding is defined separately as emergencies related to natural disasters, fire, or unforeseen/unexpected developments which present a health and/or safety risk to communities. 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.

Due to the nature of these type 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 DRA for review and eligibility determination. Eligible projects will be voted

on by the DRA Board and grant documents will be generated and issued to the successful applicants.

In an effort to encourage timely economic development efforts, a State may choose to utilize project funding from the current SEDAP cycle in order to fund a more viable project. A **“Replacement”** project takes the place of a project that fails to materialize within the current SEDAP funding cycle (past 18 months). 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 grant documents will be executed.

Over the years, DRA has made programmatic adjustments to the funding program through the inclusion or exclusion of particular clarification notes. Beginning with the 2011 **“SEDAP”** announcement, several significant programmatic changes took affect including, but not limited to, the clarification notes. As referenced in the overview above, there are new funding pathways, new priority designations, new funding application website, as well as new and modified clarification notes.

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 grantee or area served by the project, to submit electronic application material through the project application website.

After the announcement of the 2012 funding cycle, LDD staff will have five weeks to conduct technical assistance activity and an additional two weeks to submit 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 federal investments is made by the Federal Co-Chairman, which are 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 11.

Subsequent to exhausting all appeals, each state will be provided a list of eligible projects and eligible priority projects for review. DRA will hold project determination meetings with each state prior to project selection. 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 grant documents will be issued according to the type of project selected. As the executed grant documents are returned (via U.S. Mail or express courier) to DRA and all documentation is found to be in order, a “Notice to Proceed” will be issued and the grantee will be authorized to begin accruing expenses toward the project.

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 the 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) that can be found on page 111 and comprehensive report narrative found on page 112 (SF-PPR).

The DRA project funding process is depicted graphically on pages 116 and 117 using a Venn diagram. Assuming the project is eligible, based on the four funding categories, the following three priority areas will help increase the project's priority status. All priority areas are reviewed by DRA for applicability, and will be concurred with at the Authority's discretion.

Federal Priority Eligibility Criteria

- **Innovation and Small Business:** The projects include business and industry prospects committed to 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:** The projects provide benefit to constituents in multiple counties or parishes, or multiple municipalities within a single county or parish.
- **Multiple Funding Partners:** The projects include multiple funding sources, both public and/or private, and can be shown as leverage to the DRA investment.
- **Emergency Funding Need:** The projects shall 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. This type project will carry the highest priority and also the highest threshold for meeting this guideline.

DRA Regional Development Plan Goals

Please refer to the DRA Regional Development Plan (RDP) for a complete listing of the objectives listed under 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. 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:** The 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 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 was 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 from the others, the priorities and/or goals for each are not listed here.

Online Project Application Process

DRA is taking a proactive role in bringing accountability, compliance, and transparency to the project application process. Through the creation of this interactive resource, all user groups will gain an invaluable management tool.

The following documentation provides a brief tutorial on the newly created www.dra.gov site. As previously stated, 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.

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/grantee on the application being forwarded to DRA.

After logging in to www.dra.gov, 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 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 declaration;
- Electronic 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 6 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 and determination;
 - 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 funded 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 states’ project selections;
- Each project is submitted for a Board vote as it becomes available (i.e., “rolling board vote”);
- Upon concurrence of the FCC, grant documents are generated for each selected project and the LDD and applicant are notified;
- LDDs will work with the pre-grantees to provide technical assistance;

- Grant documents will be printed, signed, and mailed to DRA (hard copies are required due to some of the grant documents requiring a notary and other numerous supporting documents which may be required);
- Once the grant 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 grantee.
- Grantees 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;
- 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;
- 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
- 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.

Post Award

Compliance & Monitoring

By executing the grant documents, the grantee is affirming he or she will be accountable for the way the grant 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 Private Entity Participation Agreement. At every level, accountability is vital to the success of the project and ultimately the resurgence of this region. The DRA grant agreement provides for a number of other DRA-specific requirements, such as: grant related communications, hold harmless language, procedural requirements for submitting reports, contracting procedures and disbursement of grant 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 grantee compliance with the various DRA grant document requirements as well as state laws. Some federal requirements like the Civil Rights Act and Americans with Disabilities Act are universal 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 grantee 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.

The Authority will assist in every way possible to ensure compliance is met at every level. The FCC has refocused efforts to increase DRA's ability to monitor projects and grantee performance. Upon review of the current DRA site visit checklist, it became evident (1) the information sought was much more pertinent to the timing of the grant document signing, and (2) the information being collected was of little value in evaluating performance and compliance.

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 grantee capabilities. If deficiencies are found, DRA and LDD staff will work to improve the grantee's abilities.

Reporting

The most important aspect of the monitoring process is providing timely, accurate and comprehensive quarterly reports. It is the responsibility of the grantee 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, page 111) and form SF-PPR (report narrative, page 112).

Quarterly report narratives shall include current information and reflect back on the tasks, timeline, and output/outcome measures described in the grant application. Relevant information should include activities which occurred during the previous quarter, any problems or disruptions which prevented project goals from being met, how the grantee expects to overcome the issues and complete the project 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 grantee 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.

The management tools, which will be provided on www.dra.gov, 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 and will be accomplished while ensuring integrity in the program by focusing on accountability.

Reimbursement

Grant funds are reimbursed to grantees for eligible expenses as determined by the appropriate set of Cost Principles for the entity type. The required documentation includes: form SF-270 (page 107), the DRA Worksheet (page 106), 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 granted 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 grantee and as identified in the Automated Clearing House (ACH) form SF-3881, page 109 provided to DRA. This process generally takes seven business-days to complete. However, if errors in the documentation are found or there is a lack of sufficient supporting details, then DRA staff will work with and through the LDD to make the necessary corrections. Copies of all forms and Worksheets are provided in the appendix attached hereto.

Change of Scope Request

Occasionally, a grantee would like to make subtle changes to the original project scope, which will require prior written approval from the DRA. A written request should be submitted to the Director of Project Development & Management detailing the proposed request. 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, 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 grantees to be used 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 grantee.

Project Closeout

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

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 grantee 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).

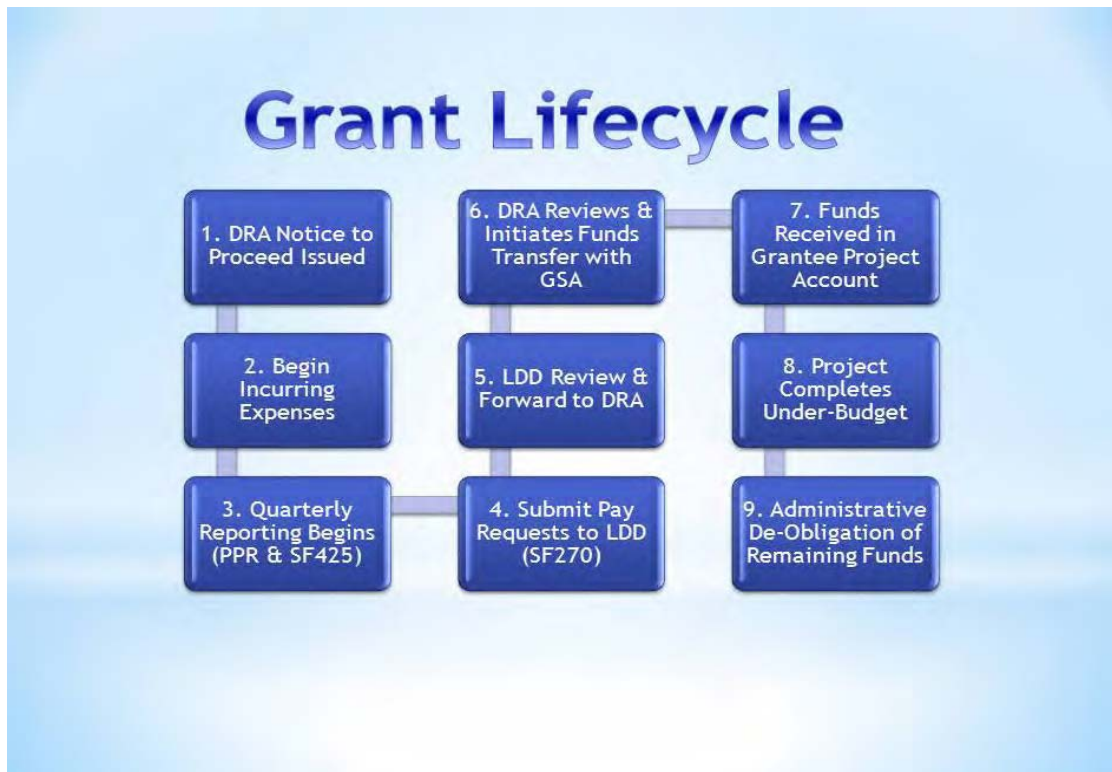
Rescission of funds occurs when a grantee allows 18 months to pass without a request for funds for eligible expenses, not including administrative fees. When this occurs, the following action is authorized:

- 1) On the first day of the 17th month grantees and all interested parties will be provided a copy of Administrative Notice, DRA 11.003, allowing grantees 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 granted or there is no communication from the grantee within 30 days, an automatic final notice will be sent to the grantee informing them that funds have been rescinded.

APPENDICES

Grant Cycle



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 grant 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 grantees 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 grant projects; and
- * Provide technical assistance to local constituents for project/ application development and project management of approved grants.

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

- * Administration and monitoring projects according to DRA standards, as outlined by DRA;
- * Working with grantees to ensure complete understanding of DRA grant 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 grant 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 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 grantee (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 grantee 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 \$2,000.00 per DRA county served for Fiscal Year 2012, which is dependent on DRA’s annual Congressional budget. Fiscal Year 2011 funds are now being paid, provided the requisite semi-annual reporting forms have been submitted to DRA. A timeline for Fiscal Year 2012 funding will also be established within this agreement. \$2,000.00 per DRA county served, divided in two equal payments of \$1,000.00 (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, 2012. The MOA will be renewable, on October 1, 2012 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 grantees. 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. A ny 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: _____

MOA Appendix A: Definition 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 FY12, all LDDs who execute the LDD Memorandum of Agreement will be recognized as a Certified Strategic Partner Affiliate (CSPA), 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. SEDAP MANUAL:** (SEDAP) States' Economic Development Assistance Program formerly known as the Federal Grant Program. In 2011, DRA staff compiled a master document which contained all grant policy and program-related materials.
- 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 grantee and the appropriate LDD staff member. While it is the responsibility of the grantee to provide the necessary information through quarterly and final reports, it is the LDD's responsibility to ensure the grantee 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. DRA/LDD ASSOCIATION:** One of several ideas to facilitate improved communication between DRA and LDD leadership, designed to strengthen the relationships of the regional partners. This concept will be further developed over the next fiscal year.
- 14. LDD ADVISORY COUNCIL:** Originating from the LDD Summit held in February of 2011, 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.)
- 15. 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 grantee (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 grantee possesses the necessary capabilities to administer their own project - no project administration fees will be paid to either party.

16. 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.

17. 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 \$2,000.00 per DRA county served for Fiscal Year 2012, which is dependent on DRA's annual Congressional budget. \$2,000.00 per DRA county served, divided in two equal payments of \$1,000.00 (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.

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

19. 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 grant 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 grantee, Governor, and/or primary funding source. Always coordinate with DRA communications staff to determine the best course of action.

20. 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.

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 grant 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 2012 SEDAP from the Delta Regional Authority Act of 2000, as Amended

SEC. 382H. PROGRAM DEVELOPMENT CRITERIA.

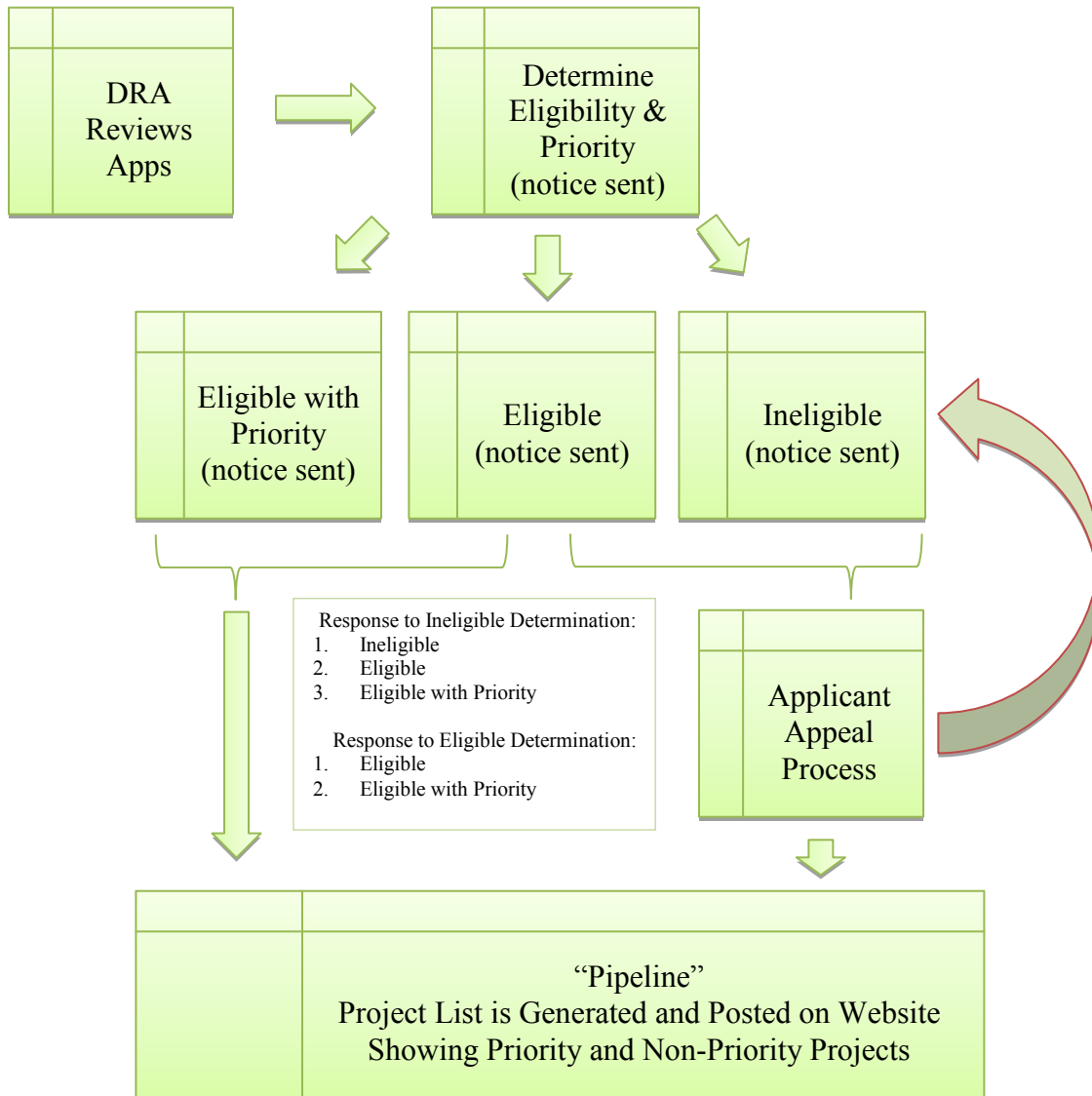
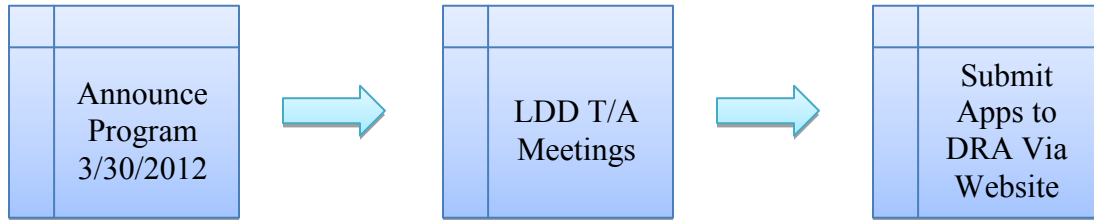
- (a) **IN GENERAL.**--In considering programs and projects to be provided assistance under this subtitle, and in establishing a priority ranking of the requests for assistance provided by the Authority, the Authority shall follow procedures that ensure, to the maximum extent practicable, consideration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

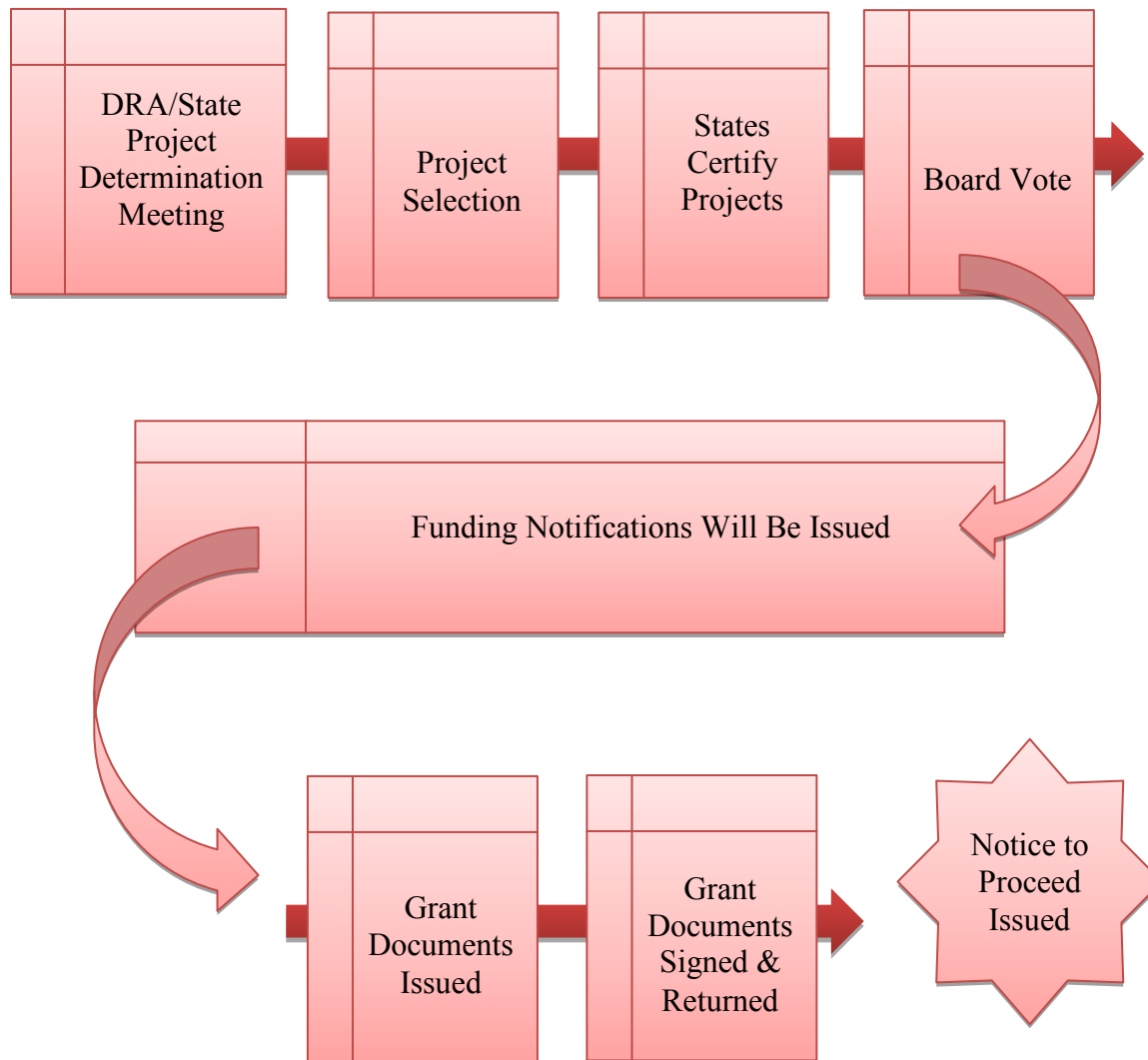
SEC. 382I. APPROVAL OF DEVELOPMENT PLANS AND PROJECTS.

- (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 grant or any other assistance for a project under this subtitle shall be made through "State Responsibilities" which was revised June 2012 and evaluated for approval by the State member of the Authority representing the applicant.

- (c) **CERTIFICATION.**--An application for a grant 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.

2012 States' Economic Development Assistance Program





2012 SEDAP TIMELINE

April 11, 2012 Assistance	Announcement - Opening of States' Economic Development Program
May 29, 2012 centr	Projects are due to Local Development Districts by 5:00 p.m. al daylight time
June 12, 2012 Developm	Projects are due to the Delta Regional Authority from the Local ent Districts
June 19, 2012 elig	All projects have been reviewed by Delta Regional Authority for ibility and priority designation
June 25, 2012	Ineligible projects are notified and given a chance to appeal
July 2, 2012 dayligh	Appeals are due to Delta Regional Authority by 5:00 p.m. central t time
July 4, 2012	Final determination of appeals by Delta Regional Authority
July 11, 2012	Project determination meetings with each state
July 16, 2012	DRA receives project certifications from each state
July 25, 2012	Board votes on 2012 projects
August 6, 2012 selec	Local Development Districts and grantees are notified of tions; documents go out to grantees
August 27, 2012	Documents are due to Delta Regional Authority by grantees
August 28, 2012 Authority	Notice to Proceed goes out to grantees from Delta Regional

Eligibility Clarification Notes

PREAMBLE

The Delta Regional Authority (DRA) follows a concise set of guidelines when determining the eligibility of projects submitted for grant 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 grants 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 federal funding 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 federal funding program is NOT available to private/for-profit entities and those entities normally deemed eligible but due to prior grant history have been identified as ineligible for future grants.

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 grant 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 grantee 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 grant dollars. 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 emphasis on entrepreneurship.
4. Job training or employment-related education, with emphasis on 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 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.

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. 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 to fill immediate job openings or retain current jobs, which are documented as such by that specific employer. 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.

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”. A summary of initiatives begins on page 17. The following list provides a summary of the RDP objectives.

1. **Competitive, Productive Workforce** - This goal is the embodiment of the vision of the plan with an aggressive agenda that includes the creation of a Delta Institute focused on addressing workforce competitiveness in the region. It also supports existing initiatives related to health, workforce training, and regional partnerships.
2. **Physical and Digital Connections** - The 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.
3. **Sustainable Communities** - The concept of “sustainable communities” reinforces what every economist and every resident already knows: growth requires jobs and investment. The sustainability that leads to economic vitality is measurable. After analyzing hundreds of variables, this plan emphasizes seven key factors empirically shown to drive employment growth and linked to quality of place. It also provides the rational basis for future DRA investment.

STATES’ DRA STRATEGIC PLAN PRIORITIES/GOALS

Review state plans on the DRA website at <http://www.dra.gov/econom-devel/state-ec-devt-plans.aspx>.

Fiscal Year 2012 Federal Grant Program Allocation Formula

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

2012 Allocation Methodology

Factors used in determining 2012 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 2012 Distressed Counties data (based on 2009 Per Capita Income from the Bureau of Economic analysis and average from September 2009 to August 2011 National Unemployment Rate) to determine each State's allocated percent of the total budgeted for SEDAP. The table below shows the Fiscal Year 2012 States' Allocation.

Table -- FY12 States' Allocations

Alabama	10.70%	\$1,013,554.85
Arkansas	15.44%	\$1,461,939.92
Illinois	8.56%	\$810,578.67
Kentucky	8.98%	\$850,169.92
Louisiana	18.31%	\$1,734,437.56
Mississippi	15.49%	\$1,467,054.58
Missouri	11.55%	\$1,093,873.93
Tennessee	10.98%	\$1,039,980.58
Total		\$9,471,590.01

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.

2012 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

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
Prairie
Randolph
St. Francis
Searcy
Sharp
Stone
Van Buren
White
Woodruff

ILLINOIS

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

Kentucky

Caldwell
Calloway

Carlisle
Christian
Crittenden
Fulton
Graves
Hopkin
Livingston
Lyon
McLean
Marshall
Muhlenberg
Todd
Trigg
Webster

LOUISIANA

Acadia
Allen
Assumption
Avoyelles
Beauregard
Bienville
Caldwell
Catahoula
Claiborne
Concordia
De Soto
East Carroll
Evangeline
Franklin
Grant
Iberville
Jackson
Jefferson Davis
La Salle
Livingston
Madison
Morehouse
Natchitoches
Red River
Richland
St. Bernard
St. Helena

St. James
St. Landry
St. Martin
Tangipahoa
Tensas
Union
Vermillion
Washington
West Carroll
West Feliciana
Winn

MISSISSIPPI

Adams
Amite
Attala
Benton
Bolivar
Carroll
Claiborne
Coahoma
Copiah
Covington
DeSoto
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
Carter
Crawford
Dent
Douglas
Dunklin
Howell
Iron
Madison
Mississippi
New Madrid

Oregon
Ozark
Pemiscot
Perry
Phelps
Reynolds
Ripley
Scott
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
Tipton
Weakley

2012 DRA Non-Distressed Counties and Parishes

ARKANSAS

Pulaski
Union

ILLINOIS

Gallatin
White

Kentucky

Ballard
Henderson
Hickman
McCracken
Union

LOUISIANA

Ascension
Cameron
East Baton Rouge
East Feliciana
Iberia
Jefferson
Lafourche
Lincoln

Orleans
Ouachita
Plaquemines
Pointe Coupee
Rapides
St. Charles
St. John the Baptist
St. Mary
Webster
West Baton Rouge

MISSISSIPPI

Hinds
Madison
Rankin

MISSOURI

Butler
Cape Girardeau
St. Genevieve

TENNESSEE

Madison
Obion
Shelby

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

Amanda Taylor, Senior Project Manager

Clarksdale, Mississippi

Email: ataylor@dra.gov

James Butler, Project Monitor

Clarksdale, Mississippi

Email: jbutler@dra.gov

Amanda Richardson, Press Secretary

Little Rock, Arkansas

Email: arichardson@dra.gov

Mae Harris, Administrative Assistant

Clarksdale, Mississippi

Email: mharris@dra.gov

Private Entity 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 which benefits a private entity and allows the entity to expand or locate a facility, DRA is asking the private partner to show its commitment by agreeing to this document.

There are provisions within the document which protect DRA's investment and there are provisions which 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.

Some state economic development agencies also use a similar agreement. At DRA's discretion, consideration would be given to a request by the applicant to join the State's agreement as a "rider". This would further streamline the process and be less burdensome on the private entity.

A copy of the DRA Private Entity Participation Agreement follows. Certain aspects of the document can and have been modified from time to time to better reflect the project complexities. Any such changes should be requested of DRA prior to grant closing and approved by DRA legal counsel.

PARTICIPATION AGREEMENT

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

WITNESSETH

WHEREAS, _____ (hereafter “Grantee”) filed an Application for a grant with DRA entitled _____ bearing reference number _____ in the amount of \$ _____ on or about _____; and

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

WHEREAS, the Application includes and requires Job Creation from the Company which is a significant factor in the awarding of this Grant; 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 grants 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 Grantee 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. Grant Agreement – An agreement between the Grantee and DRA defining the conditions of this Project.
 - g. Grant – The grant funded by DRA bearing the reference number above.
 - h. Grantee – 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 or 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 Grantee, 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 three days’ 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, 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 Grantee 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 Grant Agreement, plus 10% interest accrued from the time DRA funds were first received by the Grantee, 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 grant divided by the number of New Jobs plus 10% interest compounded annually accrued from the date DRA funds were first received by the Grantee, 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 grant 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 Grantee, 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 paragraph 1. (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, Grantor

By: _____
 Kemp Morgan, Director
 Project Development & Management

Date: _____

_____,
 Company

By: _____
 President

Date: _____

STATE OF _____
COUNTY OF _____

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 _____, 201____.

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 _____, 201____, 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 _____, 201____.

BY: _____
TITLE:

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.dragrants.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 grantees. 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 grant 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 seven 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 grantees required to contribute matching funds?

Grantees 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 the cost 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 be awarded the grant?

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 grant 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 grant documents are signed and returned, a Notice to Proceed will be issued to the grantee. 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 grantee fails to return the grant documents, and no Notice to Proceed is issued, the start date will be calculated 60-days from the date of the Grant Document Letter.

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

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

13. If a grantee does not complete its project within the stated project end date, may an extension be granted?

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 grantee should prepare and submit a letter to DRA requesting the extension which is based on reasonable forecasts for completing the project.

14. How do grantees collect their grant funds?

The grantee 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 a grantee 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 DRA funding program CFDA number 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.

Administrative Notice

DELTA REGIONAL AUTHORITY ADMINISTRATIVE NOTICE

Administrative Notice: DRA11.001.R1

To: All parties interested in the policies and procedures of the 2012 States' Economic Development Assistance Program (SEDAP).

1. **Purpose:** To memorialize the newly revised 2012 SEDAP policies and procedures outlined within the document titled "Federal Assistance Program Manual".
2. **Supersession:** DRA11.001
3. **Applicability:** This Notice applies to all parties interested in the policies and procedures of the 2012 States' Economic Development Assistance Program (SEDAP) with special direction given to applicants, Local Development Districts (LDDs), and States which are eligible participants in the program.
4. **Attachment:** Federal Assistance Program Manual for the States' Economic Development Assistance Program - Strategic Investment for Job Growth in the Delta (FY 2012)
5. **Effective Date:** March 30, 2012
6. **Inquiries:** Further information concerning this Notice may be obtained by contacting Kemp Morgan, Director of Project Development & Management, Delta Regional Authority, Clarksdale, MS 38614, Telephone: (662) 624-8600.



DELTA REGIONAL AUTHORITY

ADMINISTRATIVE NOTICE

Administrative Notice: DRA11.003

To: [REDACTED]

cc: [REDACTED]

1. **Purpose:** If you are receiving this notice, the DRA intends to rescind funds for projects which have not complied with the grant agreement “deadline” that states, “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.” “Underway” is defined herein as having requested DRA funds for eligible, reimbursable expenses.
1. **Supersession:** All prior notifications/communications written or verbal regarding project funding de-obligation.
2. **Applicability:** This Notice applies to all parties involved with projects with grant funds awarded in all fiscal years which are out of compliance with the “deadline” section of the grant agreement. This Notice applies to all parties involved with projects between fiscal years 2002 and [REDACTED] which have “stalled” or have not requested funds within 18 months from the date of their Notice to Proceed.
3. **Policy Guidelines:** Grantees and all interested parties will be provided a copy of the attached Administrative Notice, DRA 11.003 providing 60 days to provide 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 the Federal Co-Chairman within 15 business days of the receipt of the request.

If an extension is not granted or there is no communication from the grantee within 30 days, an automatic final notice will be sent to the grantee informing them that funds have been rescinded.
4. **Effective Date:** December 22, 2011
5. **Inquiries:** Further information concerning this Administrative Notice may be obtained by contacting Kemp Morgan, Director of Project Development & Management, Delta Regional Authority, Clarksdale, MS 38614; Telephone: (662) 624-8600.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

[Redacted]

Type of Applicant 2: Select Applicant Type:

[Redacted]

Type of Applicant 3: Select Applicant Type:

[Redacted]

* Other (specify):

[Redacted]

*** 10. Name of Federal Agency:**

[Redacted]

11. Catalog of Federal Domestic Assistance Number:

[Redacted]

CFDA Title:

[Redacted]

*** 12. Funding Opportunity Number:**

[Redacted]

* Title:

[Redacted]

13. Competition Identification Number:

[Redacted]

Title:

[Redacted]

14. Areas Affected by Project (Cities, Counties, States, etc.):

[Redacted]

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

[Redacted]

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006
Expiration Date 07/30/2010

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. [Redacted]	[Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]
2. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
4. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
5. Totals		\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
a. Personnel	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
b. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Travel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
d. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e. Supplies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
f. Contractual	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
h. Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
i. Total Direct Charges (sum of 6a-6h)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
j. Indirect Charges	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
k. TOTALS (sum of 6i and 6j)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Program Income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>[Redacted]</p>
<p>* APPLICANT ORGANIZATION</p> <p>[Redacted]</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

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RESOLUTION

WHEREAS, the Delta Regional Authority (hereinafter "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 in order 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, the _____ (add name of Grantee here), acting by and through its _____ (add whatever entity it acts through - board of alderman, supervisors, police jury, etc.) proposes to apply for a grant with DRA for the Fiscal Year - 20____ (add year) federal grant program cycle;

WHEREAS, DRA requires that a person be designated, appointed, and given the authority to perform certain duties and administration of said grant for and on behalf of the Grantee;

WHEREAS, the _____ (put name of acting body) met in a regular session on _____ (add date) whereby _____ (name of those present) were present, constituting a quorum;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to designate and appoint _____ (add name of person) to perform all duties and administration of said grant, which carried unanimously by voice vote and was recorded on the minutes;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to provide additional funds in the amount of \$ _____ to said grant which carried unanimously by voice vote and was recorded on the minutes;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to make an in-kind contribution of _____ (add description of goods or services contributed) with a fair market value of \$ _____ (add fair market value of in-kind contribution) to said grant which carried unanimously by voice vote and was recorded on the minutes; and

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) that in the event of an administration change, the new _____ (title) shall continue to have such authority under this Resolution.

NOW THEREFORE, *BE IT RESOLVED THAT*, by the _____ of _____, as follows:

THAT, _____ (person who is signing), be and is hereby designated and appointed to perform on behalf of _____ (name of Grantee) and has the authority to make those acts and assume any and all duties in dealing with the grant with DRA for the Fiscal Year - 20__ federal funding cycle;

THAT, _____ (person who is going to be acting on behalf of Grantee) is hereby authorized to execute and submit any and all documents including, but not limited to, applications, grant closing documents, request for funds, status reports, etc. to DRA for the Fiscal Year - 20__ federal funding cycle;

THAT, the Grantee agrees to provide additional funds in the amount of \$_____ to said grant;

THAT, the Grantee agrees to make an in-kind contribution of _____ (add description of goods or services contributed) with a fair market value of \$_____ (add fair market value of in-kind contribution) to said grant; and

THAT, in the event of an administration change, the new _____ (title) shall continue to have such authority under this Resolution.

READ AND ADOPTED, this the ____ day of _____, 20_____.

_____ (add name of person signing)
(put title of person signing)

ATTEST

MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the undersigned, [Name], by and on behalf of the [Grantee], (the "Grantee"), in connection with a transaction between the Grantee and Delta Regional Authority, its successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Grantee dated this date.

1. The DRA and Grantee each have the right to request Mediation. Mediation is a procedure in which the DRA and Grantee 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 Grantee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Grantee 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 parties 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, Grantor
By: _____
Kemp Morgan, Director
Project Development & Management

[Name of], Grantee
By: _____
[Name],
[Title]

Date: _____

Date: _____

**Grant Agreement between the Delta Regional Authority and
[Grantee] [DRA #]**

Project Name:

State:

Federal Agency or Other Recognized Service (EIN #):

Grant 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, Administrative Requirements for Grants 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 grantee 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.

Grantee's Compliance to all laws and regulations: The grantee shall comply fully with all laws and regulations. Specifically, the grantee 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 grantee'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 grantee 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 affirming this award, the grantee certifies that the additional funds are committed and available as needed for the project and that the additional

Additional Funds Cont.:	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 grant 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 grantee 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 grantee's name with copies of all bank statements produced to DRA with the quarterly reports.
Bonding or Insurance:	The Grantee 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 grant funds are expended. Grantees 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. Grantees 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 Grantee will remit interest earned on grant 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 grant funds, the grantee 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 grant.
- 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 grantee, 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 grantee shall prepare and submit to DRA for approval a final report of all work accomplished under this grant 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 grantee 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 grantee 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 grantee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.
- Hold Harmless:** Grantee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Grantee 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. Grantee 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 grantee expressly releases the DRA from any liability for any losses or damages suffered by grantee, directly or indirectly, from or in any way connected with the performance of this Agreement.
- Subcontracting:** The grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written

Subcontracting Cont.:	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 grantee 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 grantee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the grantee 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 grantee, 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 grant agreement and begin collection proceedings by unilateral election. This Grant 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 grantee, 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 grantee, 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.
Grant Related Communications:	It will be the responsibility of the grantee to include the Delta Regional Authority in any grant-related communications from your office. Specifically, all DRA funded or partially funded projects shall include proper acknowledgement of DRA grant 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 grantee 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-grant-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 grantee will not operate and maintain the project, then prior to the initial disbursement, the grantee 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 grantee, 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 of the execution of this Agreement. The project end date shall be determined by the dates set forth in Section 13 of the Standard Form 424. All requests for extension of the Project End Date must be requested in writing with an explanation of the need of the extension.

Financial
Procedure:

The grant proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the grantee 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 grantee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the grantee 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 grant and the entering into of any and all agreements to effectuate this transaction. The grantee 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 Grant
Proceeds:

The grantee acknowledges that all grant proceeds, until they are spent for the purposes of the grant and in accordance with the grant application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the grant and in accordance with the grant application and

this Agreement, will be returned to DRA within 30 days after the final date on which the grant proceeds were scheduled to be spent under the terms of the grant application and this Agreement.

Licenses and Permits:

The grantee 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 grant.

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 grantee shall be sent to the address set forth in the grant 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 grantee 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 grantee 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 grants shall be administered as follows: grants to state and local governments, in accord with OMB Circulars A-102 and A-87; grants to hospitals and other non-profit organizations, in accord with OMB Circulars A-110 and A-122; grants to higher educational institutions, in accord with OMB Circular A-110 and A-21; and other Federal regulations as applicable. The General Provisions here of 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. Grantee 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, grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the grantee. Grantee 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, grantee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the grantee under other related DRA grants, 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 grants.
- Compliance with Applicable laws:** Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Grant 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:** Grantee may receive progress payments on the basis of work 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, reserves the right to determine that the requirements of this Agreement are being met before making such payments.
- Advance Payments:** Grantee 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) grantee'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 cost estimates approved by the DRA and/or administering agency, if any; and (c) grantee'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: Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the grantee shall be paid to DRA to the extent that they are properly allocable to costs for which the grantee has been reimbursed. Grantee 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 grantee 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 grantee 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 grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment: Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

Fraud: The grantee certifies that it has not within a three year period preceding the submission of the grant 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 grantee 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 grantee certifies that it is not within a three year period preceding this grant application had one or more public transactions, federal, state, or local, terminated for cause or default.

Conflicts of Interests: The grantee 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 grantee certifies that it will provide a drug free workplace.

Errors and Omissions/ Compliance Agreement: The grantee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this grant within 30 days from the date of mailing said request.

Basic Agency: If the servicing of this grant is transferred to a Basic Agency, the grantee shall be responsible for all fees, expenses, or other charges for such servicing which will be paid from the grant 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 grantee will keep the project free and clear of any liens, adverse claims, security interest, other charges and/or encumbrances.

Illegal Aliens: The grantee 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 grantee 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 grantee represents and warrants that it shall not convey, transfer or assign any/or all of its interest in and to the project.

RECEIPT OF FORMS AND POLICY

Grantee hereby acknowledges receipt of Delta Regional Authority forms and policy used for disbursement of grant funds, quarterly reports, and the final report.

Delta Regional Authority grants administration requirements use Office of Management and Budget Circulars applicable to the grantee type of entity.

RECEIVED:

1. Office of Management and Budget – Grants Management Attachment –
Which Circular do I follow:
2. ACH payment enrollment form
3. Request for Advance or Reimbursement SF 270
4. Delta Regional Authority worksheet for reimbursement request
5. Quarterly Financial Status, Project Performance Report Requirements including quarterly Project Performance activity Report Format, and Financial Status Report SF 269
6. Guidelines for compiling Final Reports
7. Final Report – Sample format

***Quarterly Reports are due the 15th of the month following each calendar quarter. It is the responsibility of the grantee to write a complete report and send it to the Delta Regional Authority office on time.**

I acknowledge that I have received and understand the requirements of these listed forms.

[Grantee], Grantee

By:

[Grantee Executive], [Title]

GRANTOR/GRANTEE NOTICE OF TRANSFER OF SERVICING OF GRANT

Re: DRA Contract No.:
Project Title:
Grantee:
Basic Agency:
Total Award:

The servicing of the above-referenced Grant will be transferred effective the date of the Notice to Proceed. Prior to this date, all requests should be made to the Delta Regional Authority ("DRA"). After this date, any draw request should be made to [LDD Name] (the "Basic Agency") under the terms of the Grant and Memorandum of Agreement. After this date, the Grantee'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 Grant and other related documents. In addition, the Grantee 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 Grant be returned to DRA. In the event of such revocation, the Grantee 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 Development & Management 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:

[LDD Contact Information]

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

By executing this document, the undersigned certifies he has read and understands the notice.

Grantee: [Grantee]

By: _____
Name: _____
Title: _____
Date: _____

After Recording Return To:
Kemp Morgan
Delta Regional Authority
236 Sharkey Avenue, Suite 400
Clarksdale, MS 38614

_____ [Space Above This Line For Recording Data] _____

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below.

- (A) **“Grantor”** is _____, _____. Grantor is the trustor under this Deed of Trust.
- (B) **“Secured Party”** is Delta Regional Authority, 236 Sharkey Avenue, Suite 400, Clarksdale, MS 38614. Secured Party is Mortgagee under this Deed of Trust.
- (C) **“Trustee”** is Edward P. Connell, Jr., P.O. Box 1388, Clarksdale, MS 38614.
- (D) **“Grant Agreement”** means the Grant Agreement signed by the parties.
- (E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (F) **“Grant”** means the grant evidenced by the Grant Agreement.
- (G) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (H) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (I) **“Successor in Interest of Grantor”** means any party that has taken title to the Property, whether or not that party has assumed Grantor’s obligations under the Grant and/or this Deed of Trust.
- (J) **“Application”** means the grant application and supporting documentation completed by the Grantor.

TRANSFER OF RIGHTS IN THE PROPERTY

THIS DEED OF TRUST secures to Secured Party: (i) the repayment of the Grant, and all renewals, extensions and modifications of the Grant Agreement; and (ii) the performance of Grantor's covenants and agreements under this Deed of Trust and the Grant Agreement. For this purpose, Grantor irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the County of Desha, State of Arkansas:

See Exhibit "A" attached hereto.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property" or "Subject Property."

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Deed of Trust covering real property.

UNIFORM COVENANTS. Grantor and Secured Party covenant and agree as follows:

1. Payment of Principal and Interest and Useful Life. Grantor shall pay the principal of \$307,000.00, and statutory interest, on the grant evidenced by the Grant Agreement should the Property be used by the Grantor for any use other than as described in the Grant Application and the Grant Agreement for a period of twenty years from the date of the execution of the Grant Agreement. Specifically, the Property is only to be used as a technology and education center. However, should the Grantor desire to dispose of the Property prior to the expiration of the twenty year useful life, the Grantor may only do so subject to Section 19 entitled "Disposition of Subject Property." At the end of the twenty year useful life period, the Secured Party shall execute a release of this Deed of Trust and the Subject Property shall be free and clear of this lien.

Payments, if required, under this Deed of Trust shall be made in U.S. currency.

Secured Party may accept any payment or partial payment, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Secured Party is not obligated to apply such payments at the time such payments are accepted.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Secured Party shall be applied in the following order of priority: (a) interest and (b) principal.

3. Charges; Liens. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Deed of Trust, leasehold payments or ground rents on the Property, if any.

Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Secured Party, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Secured Party's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Secured Party subordinating the lien to this Deed of Trust. If Secured Party determines that any part of the Property is subject to a lien which can attain priority over this Deed of Trust, Secured Party may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Secured Party may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Secured Party in connection with this Grant.

4. Property Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Secured Party requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Secured Party requires. What Secured Party requires pursuant to the preceding sentences can change during the term of the Grant. The insurance carrier providing the insurance shall be chosen by Grantor subject to Secured Party's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Secured Party may require Grantor to pay, in connection with this Grant, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor.

If Grantor fails to maintain any of the coverages described above, Secured Party may obtain insurance coverage, at Secured Party's option and Grantor's expense. Secured Party is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Secured Party, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Secured Party under this Section 4 shall become additional debt of Grantor secured by this Deed of Trust.

All insurance policies required by Secured Party and renewals of such policies shall be subject to Secured Party's right to disapprove such policies, shall include a standard Deed of Trust clause, and shall name Secured Party as mortgagee and/or as an additional loss payee. Secured Party shall have the right to hold the policies and renewal certificates. If Secured Party requires, Grantor shall promptly give to Secured Party all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Secured Party, for damage to, or destruction of, the Property, such policy shall include a standard Deed of Trust clause and shall name Secured Party as mortgagee and/or as an additional loss payee.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Secured Party. Secured Party may make proof of loss if not made promptly by Grantor. Unless Secured Party and Grantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Secured Party, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Secured Party's security is not lessened. During such repair and restoration period, Secured Party shall have the right to hold such insurance proceeds until Secured Party has had an opportunity to inspect such Property to ensure the work has been completed to Secured Party's satisfaction, provided that such inspection shall be undertaken promptly. Secured Party may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Secured Party shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. If the restoration or repair is not economically feasible or Secured Party's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Grantor abandons the Property, Secured Party may file, negotiate and settle any available insurance claim and related matters. If Grantor does not respond within 30 days to a notice from Secured Party that the insurance carrier has offered to settle a claim, then Secured Party may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, Grantor hereby assigns to Secured Party (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under this Deed of Trust, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Secured Party may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under this Deed of Trust, whether or not then due.

5. Occupancy. Grantor shall occupy, establish, and use the Property as stated in the Grant Application and Grant Agreement and shall continue to occupy the Property pursuant to the Grant Application, unless Secured Party otherwise agrees in writing.

6. Preservation, Maintenance and Protection of the Property; Inspections. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Secured Party has released proceeds for such purposes. Secured Party may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of Grantor's obligation for the completion of such repair or restoration.

Secured Party or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Secured Party may inspect the interior of the improvements on the

Property. Secured Party shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Grantor's Grant Application. Grantor shall be in default if, during the Grant application process, Grantor or any persons or entities acting at the direction of Grantor or with Grantor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Secured Party (or failed to provide Secured Party with material information) in connection with the Grant. Material representations include, but are not limited to, representations concerning Grantor's occupancy of the Property.

8. Protection of Secured Party's Interest in the Property and Rights Under this Deed of Trust. If (a) Grantor fails to perform the covenants and agreements contained in this Deed of Trust, (b) there is a legal proceeding that might significantly affect Secured Party's interest in the Property and/or rights under this Deed of Trust (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Deed of Trust or to enforce laws or regulations), or (c) Grantor has abandoned the Property, then Secured Party may do and pay for whatever is reasonable or appropriate to protect Secured Party's interest in the Property and rights under this Deed of Trust, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Secured Party's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Deed of Trust; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Secured Party may take action under this Section 8, Secured Party does not have to do so and is not under any duty or obligation to do so. It is agreed that Secured Party incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Secured Party under this Section 8 shall become additional debt of Grantor secured by this Deed of Trust. If Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Secured Party agrees to the merger in writing.

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Secured Party.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Secured Party's security is not lessened. During such repair and restoration period, Secured Party shall have the right to hold such Miscellaneous Proceeds until Secured Party has had an opportunity to inspect such Property to ensure the work has been completed to Secured Party's satisfaction, provided that such inspection shall be undertaken promptly. Secured Party may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Secured Party shall not be required to pay Grantor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Secured Party's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the partial taking, destruction, or loss in value, unless Grantor and Secured Party otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Grantor and Secured Party otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

If the Property is abandoned by Grantor, or if, after notice by Secured Party to Grantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantor fails to respond to Secured Party within 30 days after the date the notice is given, Secured Party is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Opposing Party means the third party that owes Grantor Miscellaneous Proceeds or the party against whom Grantor has a right of action in regard to Miscellaneous Proceeds.

Grantor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Secured Party's judgment, could result in forfeiture of the Property or other material impairment of Secured Party's interest in the Property or rights under this Deed of Trust. The proceeds of any award or claim for damages that are attributable to the impairment of Secured Party's interest in the Property are hereby assigned and shall be paid to Secured Party.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

10. Successors and Assigns Bound. Subject to the provisions of Section 14, any Successor in Interest of Grantor who assumes Grantor's obligations under this Deed of Trust in writing, and is approved by Secured Party, shall obtain all of Grantor's rights and benefits under this Deed of Trust. Grantor shall not be released from Grantor's obligations and liability under this Deed of Trust unless Secured Party agrees to such release in writing. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Secured Party.

11. Grant Charges. Secured Party may charge Grantor fees for services performed in connection with Grantor's default, for the purpose of protecting Secured Party's interest in the Property and rights under this Deed of Trust, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Deed of Trust to charge a specific fee to Grantor shall not be construed as a prohibition on the charging of such fee. Secured Party may not charge fees that are expressly prohibited by this Deed of Trust or by Applicable Law.

12. Notices. All notices given by Grantor or Secured Party in connection with this Deed of Trust must be in writing. Any notice to Grantor in connection with this Deed of Trust shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Grantor has designated a substitute notice address by notice to Secured Party. Grantor shall promptly notify Secured Party of Grantor's change of address. If Secured Party specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Secured Party shall be given by delivering it or by mailing it by first class mail to Secured Party's address stated herein unless Secured Party has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Secured Party until actually received by Secured Party. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

13. Governing Law; Severability; Rules of Construction. This Deed of Trust shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Deed of Trust are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Deed of Trust or the Grant conflicts with Applicable Law, such conflict shall not affect other provisions of this Deed of Trust or the Grant which can be given effect without the conflicting provision.

As used in this Deed of Trust: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Transfer of the Property or a Beneficial Interest in Grantor. As used in this Section 14, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Grantor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Secured Party's prior written consent, Secured Party may require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Secured Party if such exercise is prohibited by Applicable Law.

15. Notice of Grievance. Neither Grantor nor Secured Party may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until such Grantor or Secured Party has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable

period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

16. Hazardous Substances. As used in this Section 16: (a) Hazardous Substances are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantor shall promptly give Secured Party written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Secured Party for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Grantor and Secured Party further covenant and agree as follows:

17. Substitute Trustee. Secured Party, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon Trustee herein and by Applicable Law.

18. Notice. Oral agreements or commitments to Grant money, extend credit or to forebear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (Grantor(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which

is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

19. Disposition of Subject Property. The Grantor shall obtain written approval by the Grantee for the use of Subject Property in other federally-sponsored projects when the recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects shall be limited to those under federally-sponsored projects (i.e., awards) or programs that have purposes consistent with those authorized for support by the Grantee.

When the Subject Property is no longer needed as provided in the Grant Agreement within the twenty year useful life period, the Grantor shall request disposition instructions from the Grantee or its successor. The Grantee will direct the Grantor to observe one or more of the following disposition instructions.

- (1) The Grantor may be permitted to retain title without further obligation to the Grantee after it compensates the Grantee for that percentage of the current fair market value of the property attributable to the Federal participation in the project.
- (2) The Grantor may be directed to sell the property under guidelines provided by the Grantee and pay the Grantee for that percentage of the current fair market value of the Subject Property attributable to the Federal participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantor is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
- (3) The Grantor may be directed to transfer title to the Subject Property to the Grantee or to an eligible third party provided that, in such cases, the Grantor shall be entitled to compensation for its attributable percentage of the current fair market value of the Subject Property.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust executed by Grantor and recorded with it.

GRANTOR

STATE OF _____
COUNTY OF _____

On this before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, to me well known to me to be the _____ of _____ is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Print

Name: _____

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 ("GRANTEE").

1. Part of Transaction. This document ("Agreement") is a part of the agreement and transaction between DRA and GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE or DRA or said Covered Persons, respectively, by binding arbitration, as hereinafter provided, pursuant to the Rules of the National Arbitration Forum ("NAF") in effect 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 be 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 GRANTEE, 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 grant 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, GRANTEE, 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 may be 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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. Severability. 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, Grantor

[Grantee], Grantee

By: _____
Kemp Morgan, Director
Project Development & Management

By: _____
[Grantee Official]
[Official Position]

Date: _____

Date: _____

**AFFIDAVIT AND
ACKNOWLEDGMENT**

[DRA #] – [Grantee Name]

The undersigned, [Grantee Official], [Official Position] of the, [Grantee], being duly sworn, deposes and says:

1. That the Grant Application submitted by the Grantee and approved by the Grantor provided that the entire project requires funding of [\$amount]
2. That the Grantor has agreed to fund [\$amount] of this Project.
3. That the Grantor and Grantee understand, acknowledge, and agree that the Grantor's portion of funding of this Project shall be used for administrative, legal, architectural, engineering and project inspection fees only. However, should the Grantee wish to use these funds for other expenses associated with this Project, the Grantee may request from the Grantor in writing which portion of the project the Grantee wishes to fund and the reasons for doing so.
4. The Grantee is authorized and empowered to execute this Affidavit and Acknowledgment.
5. Grantee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Grantor to close the Grant.

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

[Grantee], Grantee

By:

[Grantee Official]
[Official Position]

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires:

**AFFIDAVIT AND
ACKNOWLEDGMENT**

[project #] – [project title]

The undersigned, [executive], [title] for [grantee name], Grantee, being duly sworn, deposes and says:

1. The Grant Proposal submitted by the Grantee and approved by the Grantor was conditioned upon the applicant providing [\$ amount grantee match] from other funding sources.
2. The Grantee represented and warranted in its Grant Proposal that certain additional funds would be provided from additional funding sources in order to complete the Project.
3. At the time of closing of the Grant, the additional funds to complete the Project had not been received.
4. The Grantee understands, acknowledges and agrees that all of the Grant proceeds for the Grantor shall be returned to the Grantor upon expiration of the completion date unless the additional sources of funding have been received by the Grantee at that time, all at the discretion of the Grantor.
5. The Grantee is authorized and empowered to execute this Affidavit and Acknowledgment.
6. The Grantee 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.
7. Grantee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Grantor to close the Grant.

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

[grantee name], Grantee

By:

[name of officer], [title]

[project #]
Page 2 of 2

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires:

GRANTEE'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named [Grantee Official], who after being duly sworn according to law, stated on oath that he is the [official position] of [Grantee] (hereinafter referred to as "Grantee"), and acknowledged that for and on its behalf, he signed, sealed and delivered the following Grantee'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 Grantee's Affidavit stating that the following matters are true and correct, being first duly authorized so to do:

1. Grantee [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 Grantee in executing and delivering the Grant Documents are authorized to act for and to bind Grantee in connection therewith; all requisite consents or approvals to such authorization have been obtained and remain effective; and the Grant Documents are the legal, valid, and binding obligations of, and are enforceable against Grantee 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 Grantee, [ii] with respect to or against the Property, [iii] with respect to the Grant Documents, or [iv] which could have a material adverse effect on the business, operations, property, or general condition of Grantee.

4. The closing of the Grant pursuant to the Grant 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 Grantee is a party or is subject or any law or regulation of DRA.

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

[Grantee] Grantee

By:

[Grantee official]
Title]

STATE OF _____
COUNTY OF _____

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

NOTARY

PUBLIC

My Commission Expires:

ENVIRONMENTAL DECLARATION AND INDEMNITY

FOR AND IN CONSIDERATION of the Grant provided to the [grantee name] (the "Grantee") 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 Grantee, being the owner, operator and/or occupier of the real property described in the accompanying grant application ("Property"), hereby declares, covenants, represents, and warrants unto DRA as follows:

1. Grantee represents and covenants that, except as disclosed by Grantee to DRA in writing on or prior to the date of this agreement, (i) the Property has at all times during Grantee'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) Grantee has not caused or suffered to occur, and Grantee will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or infiltration 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 Grantee 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 Grantee 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) Grantee 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, Grantee 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. Grantee 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. Grantee, 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 grant, Grantee 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 Grantee 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 Grantee hereunder, this indemnity shall survive the closing of the Grant 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 Grantee 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 Grantee 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. Grantee shall permit any officer, employee or agent of DRA to visit and inspect the Property, examine the books of record and accounts of Grantee, take copies and extracts therefrom, and discuss the application of any Applicable Environmental Laws to the Property with Grantee'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, Grantee hereby grants 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 Grantee 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 Grantee. The easement shall continue until termination of the transaction provided in the grant, and shall automatically be transferred with any transfer of rights under the grant.

Witness the signature of Grantee on this the _____ of _____, 201__.

[Grantee name], Grantee

By:

[Executive name],
[Title]

STATE OF _____
COUNTY OF _____

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

NOTARY

PUBLIC

My Commission Expires:

Certification of In-Kind Contributions

Grantee: [grantee name]
Project: [project #] – [project title]
Donor of
In-Kind
Contribution: [grantee name]
Address: [address]
City, State: [city, state, zip]
Description of Goods or Services Contributed:

*Fair Market Value of
In-Kind Contribution: [\$ amount]
Date of Contribution: _____

*The Fair Market Value is whatever it would cost to obtain the contributed goods or services on the open market, and not necessarily the cost to the donor of providing the goods or services.

Please attach any receipts, invoices or other documentation verifying the in-kind contribution.

1. The in-kind contributions are and will be verifiable from the Grantee's records.
2. The in-kind contributions are not and will not be included as contributions for any other federally assisted project or program.
3. The in-kind contributions are and will be necessary and reasonable for the proper and efficient accomplishment of the project or program.
4. The in-kind contributions are and will be allowable under the applicable cost principles.
5. The in-kind contributions are not and will not be paid by the Federal or State Government under another award.
6. The in-kind contributions are provided for in the approved budget.
7. As required by the Grant Agreement, the Grantee shall prepare and submit to Grantor periodic reports, in such detail, as the Grantor shall require, indicating the in-kind contributions made to date and any remaining in-kind contributions in connection with the Project.
8. In the event the in-kind contributions are not provided as disclosed in the Grant Application, the Grant Application will be in default and the Grant Proceeds shall be immediately returnable to the Grantor.

[grantee name]

[executive name] , [title]

STATE OF _____
COUNTY OF _____

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

NOTAR
My Commission Expires:

Y PUBLIC

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this the _____ day of _____, 201____, before me personally appeared [executive], [title] of [grantee name], 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 grant 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 Grantee, 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 Grantee 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 grant application]

[grantee name], Grantor

By: _____
[executive name],
[title]

STATE OF _____

DRA No.: [project #]

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201__.

Notary Public

My Commission expires:

**AFFIDAVIT AND
ACKNOWLEDGMENT**

_____ (Add Grant Number and Name of Grant Such as AL-2576 - Sewer Line in the
Ladonia/Highway 80 Corridor)

The undersigned, _____ (name of person signing grant documents), _____
(title of person signing grants) for _____ (name of grantee), Grantee, being duly sworn,
deposes and says:

1. The Grant Proposal submitted by the Grantee and approved by the Grantor was for a total amount of \$_____.
2. Although the Governor of _____ (add state) selected this grant, he (or she) did so for a lower amount than was requested by the Grantee in the grant proposal.
3. The Grantee states, acknowledges, and agrees that the project described in the grant proposal will begin on the date set forth therein and can move the project forward to completion, despite this lower amount approved.
4. The Grantee understands, acknowledges, and agrees that the grant proceeds from the Grantor shall be returned to the Grantor should the project not start on the date set forth in the Grant Proposal or the project not be completed within the time frame as set forth in the Grant Agreement.
5. The Grantee is authorized and empowered to execute this Affidavit and Acknowledgment.
6. Grantee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Grantor to close the Grant.

WITNESS MY SIGNATURE on this the _____ day of _____, 2011.

_____, Grantee

By:

_____ (name of person signing grant),
_____ (title of person)

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____,
2011.

NOTARY PUBLIC

My Commission Expires:

DELTA REGIONAL AUTHORITY WORKSHEET FOR REIMBURSEMENT

Project Title: _____
 DRA Grant/Project Number: _____
 Reimbursement Period/This Request: From: _____ To: _____

Approved Budget Category	Approved Budget	Match Non-DRA Expenses This Request	DRA Expenses This Request	Total Expenses This Period	Total Project Outlays to Date	Budget Balance Remaining
Percent of Budget		0%	0%	(DRA & Non-DRA)		
Personnel		0	0			0
Fringe Benefits		0	0			0
Travel		0	0			0
Equipment		0	0			0
Supplies		0	0			0
Contractual		0	0			0
Indirect Costs		0	0			0
Administrative Costs		0	0			0
Other		0	0			0
Other		0	0			0
Other		0	0			0
Sub-Totals	0	0	0	0		0
Less Cumulative Program Income						
Total	0	0	0	0		0

Instructions for Delta Regional Authority (DRA) Payment Backup Worksheets:
 Worksheet for Reimbursement Request (PMB-1)

Payment requests submitted to DRA must be accompanied by backup documentation using these worksheets (or information in similar formats as approved by your DRA project coordinator).
 To expedite processing of your payments, please consult with the project coordinator before submitting your first request for advance or reimbursement.

ITEM	ENTRY
Project Title	Self explanatory
DRA Grant/Project Number	Listed on page 1 of the grant agreement (state abbreviation followed by 4 or 5 digit number)
Reimbursement Period	Beginning and ending dates for which you are requesting reimbursement
Approved Budget Category	Standard budget categories are listed; enter other line items as shown on the approved budget attached to your grant agreement
Approved Budget	Enter the approved totals for each budget line item
Match Non-DRA Expenses This Request	Detail by line item the actual expenses covered by matching (non-DRA) funds during the reimbursement period
DRA Expenses This Request	Detail by line item the actual expenses charged to DRA funds during the reimbursement period
Total Expenses This Request	Total matching and DRA costs during the reimbursement period
Total Project Outlays to Date	The total of DRA and non-DRA funds spent since the beginning of your project (Note: this figure transfers line 11a of the SF270 form)
Budget Balance Remaining	Subtract the total outlays to date from the approved budget amounts in the second column
Less Cumulative Program Income	Do not complete this line unless your approved budget includes program income; contact your DRA project coordinator for more information

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**
 FROM (month, day, year) _____ TO (month, day, year) _____

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

10. PAYEE (Where check is to be sent if different than item 9)

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$
b. <i>Less:</i> Cumulative program income				
c. Net program outlays <i>(Line a minus line b)</i>				
d. Estimated net cash outlays for advance period				
e. Total <i>(Sum of lines c & d)</i>				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested <i>(Line g minus line h)</i>				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. <i>Less:</i> Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested <i>(Line a minus line b)</i>	\$

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | <i>Item</i> | <i>Entry</i> |
|---|--|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. |
| Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. | |
| 11 | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or |

- | <i>Item</i> | <i>Entry</i> |
|-------------|---|
| | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 13 | Complete the certification before submitting this request. |

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER: ()
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

AUTHORIZED FOR LOCAL REPRODUCTION

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page	1	of	
pages								
3. Recipient Organization (Name and complete address including Zip code)								
4a. DUNS Number		4b. EIN		5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final		7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Project/Grant Period From: (Month, Day, Year)				To: (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)		
10. Transactions							Cumulative	
<i>(Use lines a-c for single or multiple grant reporting)</i>								
Federal Cash (To report multiple grants, also use FFR Attachment):								
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
<i>(Use lines d-o for single grant reporting)</i>								
Federal Expenditures and Unobligated Balance:								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
Recipient Share:								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
Program Income:								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		g. Totals:						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:								
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official						c. Telephone (Area code, number and extension)		
						d. Email address		
b. Signature of Authorized Certifying Official						e. Date Report Submitted (Month, Day, Year)		
						14. Agency use only:		

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

PERFORMANCE PROGRESS REPORT SF-PPR

		Page	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS Number	
		3b. EIN	
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Identifying Number or Account Number	
6. Project/Grant Period Start Date: <i>(Month, Day, Year)</i>	End Date: <i>(Month, Day, Year)</i>	7. Reporting Period End Date <i>(Month, Day, Year)</i>	8. Final Report? <input type="checkbox"/> Yes <input type="checkbox"/> No
			9. Report Frequency <input type="checkbox"/> <i>annual</i> <input type="checkbox"/> <i>semi-annual</i> <input type="checkbox"/> <i>quarterly</i> <input type="checkbox"/> <i>other</i> <i>(If other, describe: _____)</i>
10. Performance Narrative <i>(attach performance narrative as instructed by the awarding Federal Agency)</i>			
11. Other Attachments <i>(attach other documents as needed or as instructed by the awarding Federal Agency)</i>			
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.			
12a. Typed or Printed Name and Title of Authorized Certifying Official		12c. Telephone <i>(area code, number and extension)</i>	
		12d. Email Address	
12b. Signature of Authorized Certifying Official		12e. Date Report Submitted <i>(Month, Day, Year)</i>	
13. Agency use only			

Performance Progress Report (PPR) Instructions

The *Performance Progress Report (PPR)* is a standard, government-wide performance progress reporting format used by Federal agencies to collect performance information from recipients of Federal funds awarded under all Federal programs that exceed \$100,000 or more per project/grant period, excluding those that support research. General instructions for completing the *PPR* are contained below. For further instructions on completing the *PPR*, please contact the agency's points of contact specified in the "Agency Contacts" section of your award document.

Report Submissions

1. The recipient must submit the *PPR* cover page and any of the forms (*PPR A-F*), which the Federal agency requires, as specified in the award terms and conditions.
2. The *PPR* must be submitted to the attention of the agency's points of contact specified in the "Agency Contacts" section of the award document in accordance with the requirements established in the award document.
3. If additional space is needed to support the *PPR*, supplemental pages should be attached. The additional pages must indicate the following at the top of each page: Federal Grant or other Identifying Award Number, Recipient Organization, DUNS Number, EIN, and period covered by the Report. Page numbers should be used if a particular page is used more than once.

Reporting Requirements

1. All recipients of grants or cooperative agreements awarded under all Federal programs that exceed \$100,000 or more per project/grant period, excluding those that support research, are required to submit a *PPR* in accordance with the terms established in the award document.
2. The *PPR* must be submitted at least once yearly, on a quarterly, semi-annual, or annual basis, as directed by the awarding Federal agency in the award document. A final *PPR* shall be required at the completion of the award agreement.
3. For interim *PPRs*, the following reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final *PPRs*, the reporting period end date shall be the end date of the project/grant period.

4. The frequency of required reporting is stated in the solicitation and award documents. Interim *PPRs* are due not later than 45 days after the end of each reporting period. Final *PPRs* are due not later than 90 days after the end of the reporting period end date.

Performance Progress Report		
Item	Data Elements	Line Item Instructions for SF-PPR
1	Awarding Federal agency and Organizational Element to Which Report is Submitted	Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.
2	Federal Grant or Other Identifying Number Assigned by the awarding Federal agency	Enter the grant/award number contained in the award document.
3a	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
3b	EIN	Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.
4	Recipient Organization	Enter the name of recipient organization and address, including zip code.
5	Recipient Account Number or Account Number	Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient's use only and is not required by the awarding Federal agency.
6	Project/Grant Period	Indicate the project/grant period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods. These are typically annual increments. Please enter the project/grant period, not the budget period or funding period.
7	Reporting Period End Date	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.
8	Final Report	Mark appropriate box. Check "yes" only if this is the final report for the project/grant period specified in Box 6.
9	Report or Frequency	Select the appropriate term corresponding to the requirements contained in the award document. "Other" may be used when more frequent reporting is required for high-risk grantees, as specified in OMB Circular A-110.
10	Performance Narrative	Attach performance narrative as instructed by the awarding Federal agency.
11	Other Attachments	Attach other documents as needed or as instructed by the awarding Federal agency.

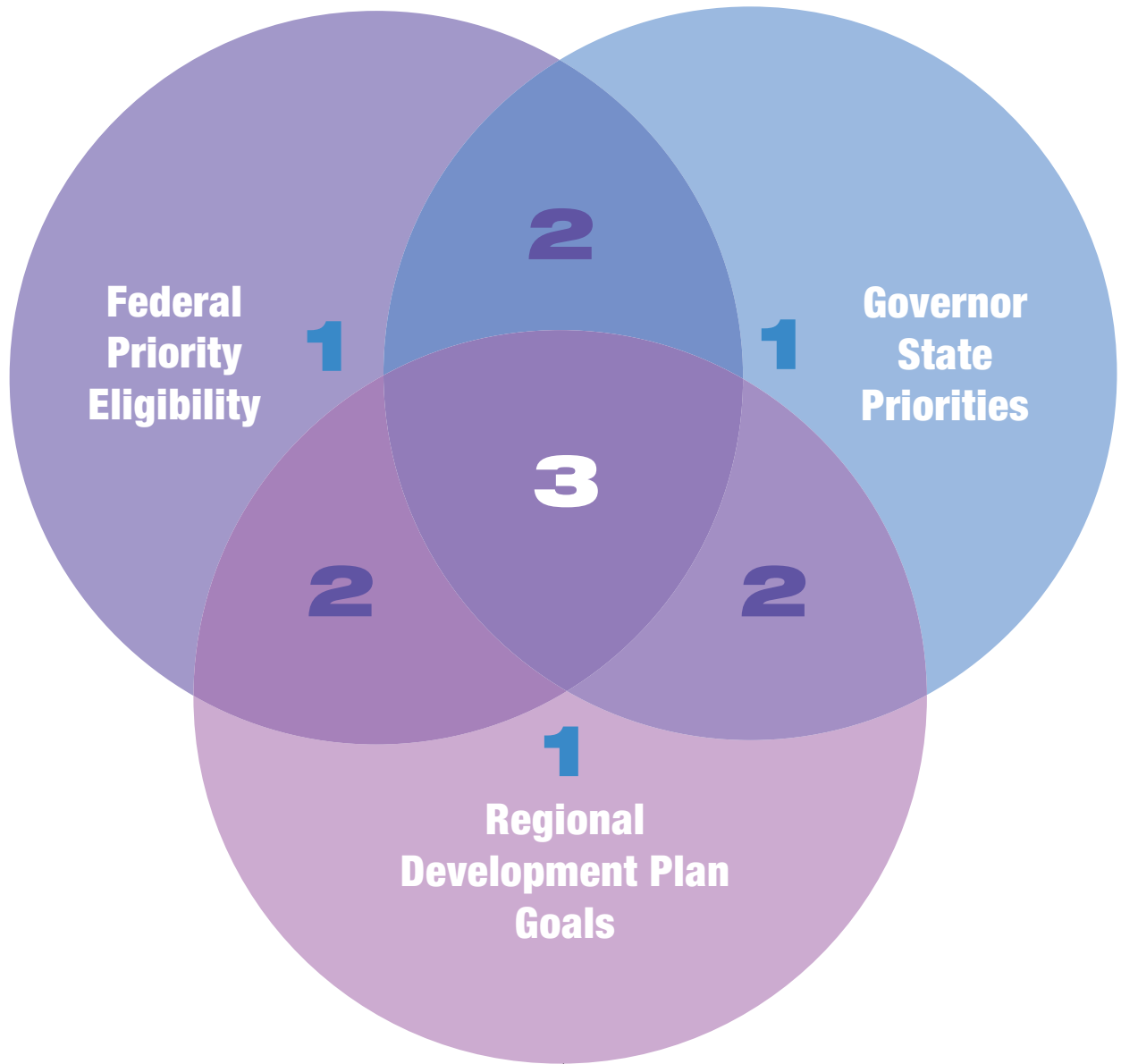
Performance Progress Report

Item	Data Elements	Line Item Instructions for SF-PPR
Remarks, Certification, and Agency Use Only		
12a	Typed or Printed Name and Title of Authorized Certifying Representative	Authorized certifying official of the recipient.
12b	Signature of Authorized Certifying Official	Original signature of the recipient's authorizing official.
12c	Telephone (area code, number and extension)	Enter authorized official's telephone number.
12d	Email Address	Enter authorized official's email address.
12e	Date Report Submitted (Month, Day, Year)	Enter date submitted to the awarding Federal agency. Note: Report must be received by the awarding Federal agency no later than 90 days after the end of the reporting period.
13	Agency Use Only	This section is reserved for the awarding Federal agency use.

DRA Project Funding Process

“Assuming your project meets at least one of DRA’s Four Funding Categories, these additional areas of investment focus will help increase the project’s priority status.”

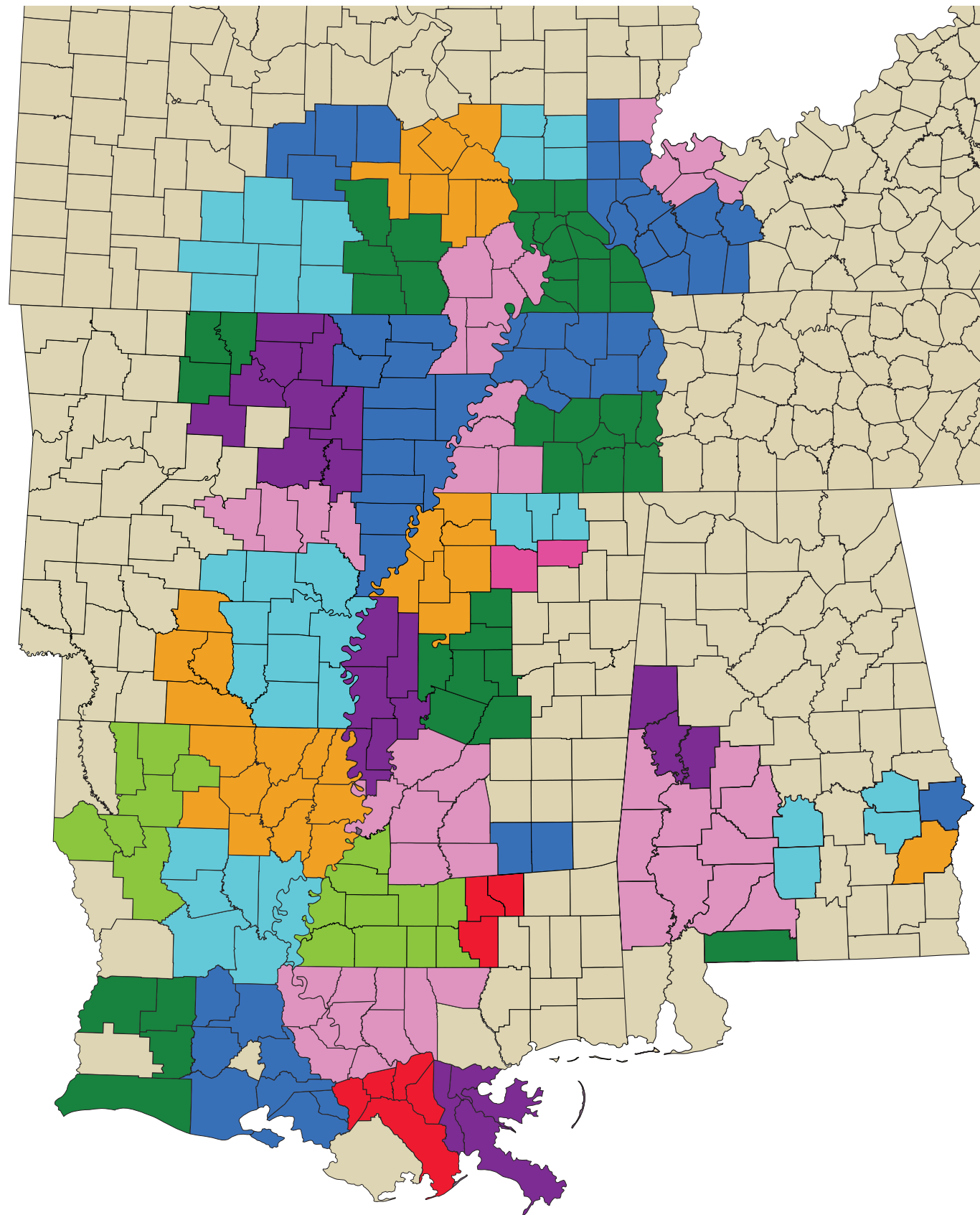
-- Chairman Masingill



DRA Project Funding Priorities



Local Development Districts in the DRA Region



ALABAMA

- Alabama-Tombigbee Regional Commission
- Lee-Russell Council of Governments
- South Alabama Regional Planning Commission
- South Central Alabama Development Commission
- Southeast Alabama Regional Planning and Development Commission
- West Alabama Regional Commission

ARKANSAS

- Central Arkansas Planning and Development District
- The East Planning and Development District
- The Northwest Economic Development District
- The Southeast Economic Development District
- The Southwest Planning and Development District
- The White River Planning and Development District

ILLINOIS

- Greater Wabash Regional Planning Commission
- Southeastern Illinois Regional Planning and Development Commission
- Southern Five Regional Planning District and Development Commission
- Greater Egypt Regional Planning Commission
- Southwestern Illinois Planning Commission
DRA Counties Served: Randolph

KENTUCKY

- Green River Area Development District
- Pennyriple Area Development District
- Purchase Area Development District

LOUISIANA

- Capital Region Planning & Development Commission
- Acadiana Regional Development District

- Imperial-Calcasieu Regional Planning and Development Commission
- Kisatchie-Delta Regional Planning and Development District, Inc.
- North Delta Regional Planning and Development District, Inc.
- Regional Planning Commission
- South Central Planning and Development Commission
- The Coordinating and Development Corporation

MISSISSIPPI

- Central Mississippi Planning and Development District, Inc.
- East Mississippi Planning and Development District
- North Central Planning and Development District, Inc.
- Northeast Mississippi Planning and Development District, Inc.
- North Delta Planning and Development District, Inc.
- South Delta Planning and Development District, Inc.
- Southern Mississippi Planning and Development District, Inc.
- Southwest Mississippi Planning and Development District, Inc.
- Three Rivers Planning and Development District, Inc.

MISSOURI

- Bootheel Regional Planning and Economic Development Commission
- Meramec Regional Planning Commission
- Ozark Foothills Regional Planning Commission
- South-Central Ozark Council of Governments
- Southeast Missouri Regional Planning and Economic Development Commission

TENNESSEE

- Memphis Area Association of Governments
- Northwest Tennessee Development District
- Southwest Tennessee Development District

