



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> October 1, 2024	<b>End Date</b> September 30, 2026	<b>Agency Tracking #</b> 40100-49720	<b>Edison ID</b> 74175		
<b>Grantee Legal Entity Name</b> NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.			<b>Edison Vendor ID</b> 2525		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # 20.205</b>  <b>Grantee's fiscal year end June 30</b>			
<b>Service Caption (one line only)</b> Transportation planning and coordination as assigned in the Annual Work Program					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2025	\$12,222.22	\$97,777.78			\$110,000.00
2026	\$12,222.23	\$97,777.77			\$110,000.00
<b>TOTAL:</b>	<b>\$24,444.45</b>	<b>\$195,555.55</b>			<b>\$220,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			<b>Each RPO will receive funding for the program based on the amount of work and budget approved in the Annual Work Program. Each RPO receives a base amount of \$60,000.00 for the management of the Small Town Planning Grant program.</b>		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
 <small>Tennessee Contracts Sig (Aug 19, 2024 14:06 CDT)</small>				<b>Z25RPO004</b>	
<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b> 71304000				

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC., hereinafter referred to as the "Grantee," is for the provision of transportation planning and coordination, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #2525

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Annual Work Program (AWP) as endorsed by the Rural Planning Organization (RPO) and approved by the Tennessee Department of Transportation (TDOT). The AWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be performed, the schedule for completing the work, and the resulting products.
- A.3. The Grantee shall submit to the State written progress reports quarterly with their invoices. Progress reports are due within ten (10) days of the close of each quarter if no invoices are going to be submitted for the quarter. Progress reports are due within thirty (30) days of the close of each quarter if invoices are going to be submitted for the quarter. The quarterly report shall include at a minimum the project progress status, the next quarter's work plan, and a summary of expenditures for the past quarter.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b. below);
  - b. the Grantee's Annual Work Program incorporated by reference to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two-Hundred Twenty Thousand dollars and zero cents (\$220,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are

not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

LRP.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation, Long Range Planning.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - c. At a minimum, invoices shall be submitted within thirty (30) days of the last day of each quarter of the Term (quarters ending on March 31, June 30, September 30, December 31). All invoices shall be organized by task in conjunction with the Tasks identified in the approved Work Plan.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

D. Stacy Morrison, Office Community Transportation, Manager  
Department of Transportation, Long Range Planning  
James K. Polk Building  
505 Deaderick Street, 9<sup>th</sup> Floor  
Nashville, TN 37243  
stacy.morrison@tn.gov  
Telephone: 423-413-1332

The Grantee:

Wanda Fuzzell, Director  
NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.  
124 Weldon Drive  
PO Box 963  
wanda.fuzzell@nwtdd.org  
Telephone: 731-587-4213 Ext 232  
FAX: 731-587-4587

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Four.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a

printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

- E.4. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant Contract shall become the property of the State and shall be provided to the State upon request.
- E.5. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.
- E.6. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.
- E.7. Additional Federal Highway Administration Requirements. In addition to the requirements found in other sections of this Grant Contract, the Grantee shall become familiar with, and shall at all times comply with and observe, when appropriate, the provisions of 23 CFR Part 420.121.

IN WITNESS WHEREOF,

NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.:

Melinda P. Goode  
GRANTEE SIGNATURE

8-16-24  
DATE

Melinda P. Goode - Executive Director  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:



Aug 27, 2024

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HOWARD H. ELEY, COMMISSIONER

DATE



[Leslie South \(Aug 26, 2024 10:45 CDT\)](#)

Aug 26, 2024

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LESLIE SOUTH, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE

**RPO Work Program  
FY2025 – FY2026  
NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.**

<b>Task #</b>	<b>Task Description</b>	<b>Budget</b>
<b>One</b>	<b>Rural Planning, Program Management</b>	28,000
<b>Two</b>	<b>Community Outreach &amp; Engagement</b>	41,000
<b>Three</b>	<b>Transportation Grants Coordination</b>	36,000
<b>Four</b>	<b>Rural Planning Program Administration</b>	40,000
	<b>Base Budget</b>	145,000
<b>Five</b>	<b>RPO Focus</b>	75,000
	<b>Total Budget</b>	220,000

## **Task 1 – Rural Planning, Program Management**

### **Purpose**

To manage a rural transportation planning program that engages local decision makers in the planning process, fosters collaboration and cooperation with other planning agencies and includes the participation of all interested parties.

### **Activities**

- The RPO will facilitate a minimum of two meetings of both the Executive Board and the Technical Committees, annually. One meeting will be hosted in November or December and will include TDOT's project list for prioritization and comments. The other meeting will be hosted in May or June. Elections of the boards will take place on even years during the spring meeting.
- During these meetings, coordinators will present the accomplishments of work by the RPO, including work plan activities. Meetings will be advertised at least 10 days in advance and according to the RPO by-laws. These meetings will also include a virtual link to allow for off-site participation. Meeting dates may be adjusted to accommodate special circumstances.
- Agendas will be prepared in coordination with TDOT's Long Range Planning Division, to include project and processes updates. Agenda will be hosted on the RPO website, beginning with 2021 meeting agenda and all agenda moving forward.
- The RPO is responsible for maintaining RPO by-laws and facilitating adjustments to the boards for approval, when needed.
- Meeting attendance shall be tracked and recorded. The Attendance Tracking Worksheet shall be updated and posted on the SharePoint Exchange within thirty-days of board meetings. The tracker shall be used to assess board member participation and the effectiveness of meeting venues and/or format.
- The RPO shall participate in the development in the Statewide Long Range Transportation Plan and the Statewide Transportation Improvement Plan by serving on committees, assisting with data collection, and gathering comments and feedback from local jurisdictions.
- The RPO shall participate in the development of the Rural Regional Transportation Plans (RRTP). Once a plan is adopted, the RPO shall work to incorporate these recommendations by utilizing the implementation tool and submitting it to TDOT's Long Range Planning Division on an annual basis.
- The RPO shall submit requests for Road Safety Audits to TDOT, on behalf of local officials within 30-days of hearing the official's safety concerns.

- The RPO Coordinator shall participate in RSA's whenever possible but at least on one-third of the RSA's within the RPO.
- Prepare and submit Community Transportation Planning Requests on behalf of local officials.
- The RPO serves as the point of contact for rural officials. Respond to requests for assistance within 24 hours of the request and provide follow-up as needed.

## **Task 2 – Community Outreach & Engagement**

### **Purpose**

To share information about the rural transportation planning process, to gather input regarding the transportation needs and issues in rural communities, and foster involvement by all potential users of the system.

### **Activities**

- The RPO will develop and maintain an RPO specific website, or at the minimum, a dedicated page on the Host Agency website. The website shall include: RPO contact information, meeting updates (locations, times, dates, etc.), agendas (going back to January 2021), all meeting notes (going back to January 2021), current by-laws, board members, and any other contract-funded activities. The website shall be live by December 1, 2022 and will be updated on a quarterly basis or any time there is a major change.
- RPO coordinators will conduct one-on-one meetings with each county mayor/executive, and each county road superintendent within their respective RPO boundaries on an annual basis. These meetings, which may include mayors from the municipalities within the county, will be used to provide an update on available grants, TDOT projects, and new processes relevant to their jurisdiction. The RPO coordinator will gather input regarding the transportation needs and issues in their communities and will provide a written report to TDOT within 10 business days following the meeting.
- Within sixty-days of elections, the RPO coordinator will schedule and conduct a meeting with newly elected mayor(s) and provide an overview of the RPO program and any resources available to them.
- The RPO shall serve as a data source for TDOT products, including the Statewide Long Range Transportation plan (LRTP), the Statewide Transportation Improvement Plan (STIP), Rural Regional Transportation Plans (RRTP), Local Planning Documents, and any Transportation Planning products completed within the local jurisdictions.
- The RPO coordinator shall remain current on TDOT-provided tools and provide information upon request. These tools include, at a minimum, E-TRIMS and iTrips.
- At least once during the contract period, the RPO will create, distribute, and analyze a Community Wide Survey utilizing MetroQuest to ascertain the needs and issues within their RPO. The results of the analysis will be posted on the RPO website and presented during regular RPO Meetings.

## **Task 3 – Transportation Grants Coordination**

### **Purpose**

To ensure all communities have knowledge of and access to the many available transportation funding sources available to them through the various grant programs, including but not limited to, TDOT, TDEC, DOH, and Federal transportation grants.

### **Activities**

- The RPO shall provide information on upcoming transportation-related grant opportunities, including the opening and closing dates, to all communities within their RPO boundaries. This may be accomplished by posting on the RPO website, in newsletters, emails, and any other form of communication.

- The RPO shall provide data, photos, and general guidance on applications and may assist by writing and submitting the application as well, provided the host agency is not being compensated by another source.
- The RPO Coordinator shall assist with TDOT planning grants by sitting on the steering committees and coordinating any meetings related to the grant.
- The RPO shall, to the best of their ability, ensure that recommendations in transportation planning grants are implemented. This may be accomplished by communicating with municipalities about the recommendations and suggesting possible funding avenues.
- The RPO shall promote completed transportation plans by posting final reports on the RPO website and inviting successful grantees to present at the RPO board meetings.

## **Task 4 – Rural Planning, Program Administration**

### **Purpose**

To support the rural planning program by ensuring the requirements of the grant contract are fulfilled in a timely and ethical manner.

### **Activities**

- RPO Coordinators will maintain the reporting worksheet on the SharePoint site, on a weekly basis. The reports will include updates to task activities in the workplan and a summary of all public meetings.
- Quarterly reports will be updated to include all work during the quarter and submitted to the agency Financial Officer for inclusion in that quarter's reimbursement request.
- Quarterly Invoices will be prepared by task item and includes sufficient supporting documentation that allows for determination of eligible expenses. These shall be submitted within 30 calendar days of the end of each quarter.
- RPO Coordinators shall attend trainings that increase institutional knowledge of the Rural Transportation Planning process. Participation at the TDOT-sponsored RPO Annual Conference is mandatory. Attendance at NADO and TAPA, are optional but are pre-approved; additional conferences/workshops must be approved by the TDOT OCT Planning manager in advance, to be eligible for reimbursement.
- This grant will provide up to 80 hours of paid leave, for a full-time RPO Coordinator, (Full-time coordinator spends 80% of their total hours on the RPO tasks) on an annual basis and should be charged to this task.

## **Task 5 – RPO Specific – Transportation Planning Grants**

### **Purpose**

To provide a transportation planning grant to 2-3 counties.

### **Activities**

- Northwest Tennessee Development District would complete this task with the help of a consultant.
- Each plan would cost \$20,000-\$25,000.
- Counties can choose from the following options for their plans: Community Mobility Study, Corridor Study, Restriping & Resurfacing Plan, Bike Pedestrian Plan, Transportation Feasibility Study, or other transportation related plans.
- These plans will coincide with the West TN Planning initiatives with TDOT and TN ECD due to Blue Oval City being built in West Tennessee.

ATTACHMENT TWO

<b>ANNUAL WORK PLAN (AWP) GRANT</b>				
<b>TOTAL SPR AUTHORIZATION</b>	<b>FEDERAL SHARE (80%)</b>	<b>STATE SHARE (10%)</b>	<b>GRANTEE SHARE (10%)</b>	<b>PROJECT TOTAL COST</b>
<b>\$220,000.00</b>	<b>\$195,555.55</b>	<b>\$24,444.45</b>	<b>\$24,444.44</b>	<b>\$244,444.44</b>

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC.
Subrecipient's Unique Entity Identifier (SAM)	X7RHKLTY1DU5
Federal Award Identification Number (FAIN)	
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 – 09/30/2026
Subaward Budget Period Start and End Date	10/01/2024 – 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.205
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$195,555.55
Total amount of federal funds obligated to the subrecipient	\$195,555.55
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$195,555.55
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Rural Planning Organization-Transportation Planning and Coordination
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Dan Hinton, Division Administrator FHWA – Tennessee Division 404 BNA Drive, Suite 508 Nashville, TN 37217 daniel.hinton@dot.gov (615)781-5770
Name of pass-through entity	State of Tennessee, Long Range Planning Division
Name and contact information for the pass-through entity awarding official	Stacy Morrison, Manager, Office of Community Transportation Tennessee Department of Transportation 505 Deaderick Street Nashville, TN 37243-0334 stacy.morrison@tn.gov 615-532-3456
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Not a flat rate. Cost allocation plan approved by a cognizant agency.

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 2525

Is NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC. a parent?

Yes  No

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

Is NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC. a child?

Yes  No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: Wanda Fuzzell

Address: 124 Weldon Dr. Martin, TN 38237

Phone number: 731-587-4213

Email address: wanda.fuzzell@nwtd.org

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

**Notice of Audit Report**

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

- NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC. is subject to an audit for fiscal year 2025.
- NORTHWEST TENNESSEE DEVELOPMENT DISTRICT, INC. is not subject to an audit for fiscal year 2025.

Grantee’s Edison Vendor ID Number: 2525

Grantee’s fiscal year end: June 30<sup>TH</sup>

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

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. \$4,732,128 b.
Funds received directly from the federal government	\$725,000
Non-federal funds received directly from the State of Tennessee	\$129,000