

Shelby County Government Department of Housing

1075 MULLINS STATION RD, MEMPHIS, TENNESSEE 38134-7795

Tel: (901) 222-7600 Fax: (901) 222-7621

Mark H. Luttrell, Jr.
Mayor

December 19, 2016

Ms. Mary Wilson, Director CPD
U.S. Department of Housing and Urban Development
John J. Duncan Federal Building, Suite 300
710 Locust Street, SW
Knoxville, TN 37902

RE: NDR Grant Contract

Dear Ms. Wilson:

Enclosed are three fully executed copies of the HUD/Shelby County NDR grant agreement for the National Disaster Resilience Competition. Shelby County looks forward to continuing to work with you and your office during the upcoming years as we work to utilize these funds for the benefit of our community.

If you have any questions, or need additional information, related to the enclosed contracts, please do not hesitate to call me at (901) 222-7602. As always, thank you for the assistance provided by you and your staff in previous years and thank you in advance for any and all assistance during the upcoming years.

Respectfully,

Jim Vazquez, Administrator
Department of Housing

Enclosures

Grants Contract and Encumbrance Information Sheet

CONTRACT NO. CA NEW

This sheet must be completed, signed by the department head and division director, and attached to all contract resolution packets before any action will be taken.

1. Department Requesting Services: HOUSING

2. Preparer's Name, Telephone #, and E-Mail Address:
Jim Vazquez 222-7602 jim.vazquez@shelbycountyttn.gov

3. Is this Contract or Encumbrance Grant-related? YES NO

If the contract or encumbrance is grants-related, complete A-E below, then attach the associated grant contract and click submit using the icons at bottom of this form. After the form is submitted and approved by the Shelby County Grants Office in Liquid Office, the originator will receive notice of approval through email. Originator should then print the approved Grants Contract and Encumbrance Information Sheet from Liquid Office, obtain original department head/division director signatures, attach all support documents to the form, and deliver the final packet to Contracts Administration/Purchasing for execution.

A) Which grantor agency provided funding to Shelby County Government? Federal State Local Other

B) Grantor agency name AND Title of grant project: U.S. Department of Housing and Community Development

C) Grantor's contract or award number: B-13-UC-47-0002

D) CFDA #, if federal grant funded: 14.272

E) Subawardee or Subcontractor's DUNS #; *

** Grant-related contracts or encumbrances may not be executed without the subcontractor's DUNS #.*

4. Description of item to be purchased, built, or service to be provided:
This is the Division of Planning and Development/Department of Housing's contract agreement for the National Disaster Resilience (NDR) Grant funds which will be used for resilience projects approved under the National Disaster Resilience Competition.

5. Contractor:
Name: N/A EOC # N/A
Address: N/A Vendor #: N/A

6. Cost of item or service requested: 60,445,163.00 Revenue Expenditure

7. Term of proposed contract/agreement: April 4, 2011 - September 30, 2022

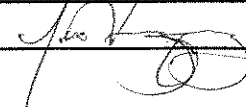

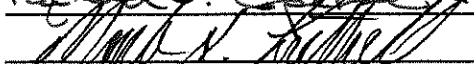
8. Fund, Org, and Account Number (13 Digits)*: * NOTE: For multiple accounts, specify dollar amount for each.
To Be Assigned.

9. Commodity Code: N/A

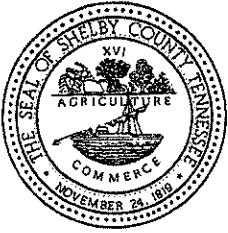
10. How was Vendor/Consultant/Agency selected?
Bid/RFP Process If Yes, Bid # and Date:
Emergency / Sole Source ****PLEASE ATTACH APPROVAL DOCUMENTS****

11. LOSB / MBE / WBE Information:
 MBE (Minority Owned Business Enterprise) Male Female
 WBE (Women Owned Business Enterprise)
 LOSB (Locally Owned Small Business); Annual Sales Do Not Exceed \$5 Million
 N/A

12. Special Instructions:

Department Head:  12-12-16 Division Director: 
Elected Official: 

Grant_Dept_eSignature



Shelby County Government Department of Housing

1075 MULLINS STATION RD, MEMPHIS, TENNESSEE 38134-7795

Tel: (901) 222-7600 Fax: (901) 222-7621

Mark H. Luttrell, Jr.
Mayor

December 8, 2016

GRANT REVENUE CONTRACT

Grantor: Federal - U.S. Department of Housing and Urban Development

Program: National Disaster Resilience (NDR) Grant

Grantee: Division of Planning and Development/Department of Housing

Amount Awarded: \$60,445,163.00

County Match: \$ 0.00

Signature Needed: As Soon as Possible

Summary:

DPD/Dept. of Housing in conjunction with the Division of Public Works/Roads and Bridges has received a National Disaster Resilience (NDR) Grant contract from the Department of Housing and Urban Development in the amount of \$60,445,163.00. The grant will be used to carry out resilience activities directly related the 2011 disaster declaration issued for Shelby County and as approved under Phase 2 of the NDR competition.

Funding will be used for administrative services and resilience development and planning activities. The contract term is from April 4, 2011 to September 30, 2022.

A Resolution and FY 17 Budget Amendment will be submitted to appropriate these funds.

The Mayor's signature is requested on the attached grant contracts for the U.S. Department of HUD.

Please return all three originals to Jim Vazquez (222-7602) at the Department of Housing when signed.



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

December 5, 2016

Jim Vazquez, Administrator
Shelby County Department of Housing
1075 Mullins Station Road
Memphis, TN 38134

Dear Mr. Vazquez:

Please find the enclosed grant agreement for \$60,445,163 in Community Development Block Grant disaster recovery (CDBG-DR) funding appropriated under the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, enacted January 29, 2013) and competitively awarded under a Notice of Funding Availability (#1-R-5800-N-29A2) for the National Disaster Resilience Competition (NDRC).


The Department will obligate \$60,445,163 to Shelby County. This amount is reflected in the enclosed three copies of the grant agreement. Please have Mayor Luttrell sign all three copies of the grant agreement and return all copies by express mail with original signatures to: Ms. Mary C. Wilson, CPD Director, Department of Housing and Urban Development, 710 Locust Street, S.W., Suite 300, Knoxville, TN 37902-2526. Please note the attached grant conditions are special terms governing the use of funds under this agreement.

Upon receipt, the grant agreement will be executed by the Department. An executed copy of the final grant agreement will be returned to you for your files. The date that the Department signs the grant agreement is the date of which the funds are obligated. Under the provisions of the Disaster Relief Appropriations Act, 2013, all funds obligated by the grant agreement must be expended within two years of the date on which the Department signs the grant agreement. The Department will add these funds to Shelby County's line of credit account for this grant upon execution of the agreement.

The DRGR reporting requirements are outlined in detail in the Department's applicable *Federal Register* Notices.

If you have any questions, please contact Judi Rose, Senior CPD Representative, at (865) 474-8250

Sincerely,


Mary C. Wilson, Director
Office of Community Planning
And Development

Enclosures

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 5/31/2018)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Shelby County, Tennessee	3a. Grantee's 9-digit Tax ID Number 62-6000841	3b. Grantee's 9-digit DUNS Number 041174889
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1075 Mullins Station Road Memphis, TN 38134	4. Date use of funds may begin (mm/dd/yyyy) 04/04/2011	
	5a. Project/Grant No. 1 B-13-UC-47-0002	6a. Amount Approved \$60,445,163
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Mary C. Wilson	Grantee Name Shelby County, Tennessee
Title Director, Office of Community Planning and Development	Title Mayor, Shelby County, Tennessee
Signature	Signature <i>Mary C. Wilson</i>
Date (mm/dd/yyyy)	Date (mm/dd/yyyy) 12/19/16

7. Category of Title I Assistance for this Funding Action (check only one) <input type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108 <input checked="" type="checkbox"/> h. PL-113-2NDR	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 10/27/2015	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 01/29/2016	
		9c. Date of Start of Program Year (mm/dd/yyyy)	
11. Amount of Community Development Block Grant			
	FY (2016)	FY ()	FY ()
a. Funds Reserved for this Grantee	\$60,445,163		
b. Funds now being Approved	\$60,445,163		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**CDBG National Disaster Resilience Assistance
Grant Terms and Conditions
Shelby County, Tennessee
(Disaster Recovery Appropriations Act, 2013 P.L. 113-2)**

1. The grantee must use these Community Development Block Grant National Disaster Resilience (CDBG-NDR) funds in accordance with Public Law 113-2, Disaster Relief Appropriations Act, 2013 (approved January 29, 2013) (Appropriations Act). This Grant Agreement governs the use of all funds made available to the grantee under grant number B-13-US-47-0002.
2. In accordance with the Appropriations Act (Section 904(c) of title IX in division A), the grantee is required to expend the funds obligated in this Grant Agreement within two years of the date of obligation, unless the Department has granted the grantee an extension. On July 18, 2016, the Department granted Shelby County an extension of the expenditure deadline of these grant funds to September 30, 2022. Funds not expended by this extended deadline will be recaptured.
3. The grantee must comply with all of the requirements of the June 7, 2016, *Federal Register* Notice "Notice of National Disaster Resilience Competition Grant Requirements," 81 *Federal Register* 36557. The grantee must also comply with any future Notices that HUD publishes to issue additional waivers and alternative requirements.
4. The grantee must comply with the Housing and Community Development Act of 1974, as amended, and the regulations governing the CDBG program at 24 CFR part 570, unless the Department has waived any of these requirements or established alternative requirements.
5. The grantee's submissions, the Notices identified in paragraph 3 (above), and the Funding Approval/Agreement (HUD-7082) are incorporated by reference and constitute part of this Grant Agreement. Submissions include the CDBG-NDR Phase 1 and Phase 2 submissions (Applications) and subsequent amendments, including all required certifications and assurances, and any other information or documentation required to meet any grant award conditions.
6. The grantee must comply with the requirements of 24 CFR part 5, subpart K, Application, Registration, and Submission Requirements, and 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Sub award and Executive Compensation Information.

7. The grantee must complete or implement the long-term commitments stated in its CDBG-NDR Phase 2 Application as approved by HUD within 12 months of its CDBG-NDR grant award announcement letter in January 2016. Any changes to the grantee's long-term commitments are subject to the requirements described in the June 7, 2016, *Federal Register* Notice "Notice of National Disaster Resilience Competition Grant Requirements," including requirements relating to the DRGR Action Plan and amendments.
8. The period of performance for this grant begins on April 4, 2011 and ends on September 30, 2022.
9. Grant funds may be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles. The grantee must attach a schedule to this Grant Agreement that is returned to HUD. The schedule must identify each department/agency that will carry out activities with the funds under this grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR 200.414), and the direct cost base to which the rate will be applied.
10. This Grant Agreement covers a total amount of \$60,445,163. The funds must be used in accordance with the projects and budgeted amounts, including leveraged resources, listed in the table in **Attachment A**. These projects are described in further detail in the grantee's Phase 2 Application and were subsequently adjusted through scaling and scoping and post-award consultation between the Department and the grantee. The projects and budgeted amounts in the table in **Attachment A** reflect the final approved CDBG-NDR grant to be carried out by the grantee under this Grant Agreement. The projects and amounts may not be adjusted without HUD approval and amendment of the Grant Agreement.
11. In accordance with 2 CFR 200.113, the grantee must report all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant to SAM. The grantee's responsibilities are further described in the term and condition in **Attachment B**.
12. **Special conditions for levees or levee systems.** The grantee shall comply with all special requirements in the June 7, 2016 *Federal Register* Notice related to levees and levee systems. For each levee or levee system funded under this Grant Agreement, the grantee must upload into DRGR and, if directed by HUD, the National Levee Database, a shapefile or other geographic information system data delineating the exact location of the assisted structure and of the area served and protected by the structure, as well as data for input to the National Levee Database, as described in the June 7, 2016, Notice at 81 *Federal Register* 36579. The grantee must also provide to all property owners, businesses, and residents in the leveed area reasonable notification of the presence, condition, and level of protection of the levee on no less than an annual basis, as described in the June 7, 2016, Notice at 81 *Federal Register* 36579.

Attachment A

Projects, Funding Levels, and Leverage Resources Table

Attachment A NDR Projects	CDBG-NDR Funds	Direct Leverage	Supporting Leverage
Regional Resilience Plan	\$2,100,000	-	-
South Cypress Creek Watershed and Neighborhood Development	\$8,988,097	\$1,600,000	-
Wolf River Wetland and Restoration Greenway	\$18,260,842	\$34,000,000	-
Big Creek Wetland and Recreation Area Administration	\$29,447,227 \$1,648,997	-	-
Supporting Leverage			
Greater Memphis Chamber of Commerce	-	-	\$57,000
City of Memphis Division of Public Works (Wolf River Wetland Greenway)		\$2,500,000	
City of Memphis Division of Public Works (S. Cypress Creek)	-	\$1,500,000	\$34,423,302
City of Memphis Division of Housing Hyde Family Foundations	-	\$100,000	\$157,000
Memphis MPO	-	-	\$4,338,696
Shelby County (Big Creek)	-	-	\$72,000
Wolf Creek Conservancy (Wolf River Wetland Greenway)		\$31,500,000	
Shelby County (Trails)	-	-	\$5,822,181
TOTAL	\$60,445,163	\$35,600,000	\$44,870,179

Attachment B

(Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five-year period; and
- c) Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



Shelby County Government

Department of Housing

1075 MULLINS STATION RD, MEMPHIS, TENNESSEE 38134-7795

Tel: (901) 222-7600 Fax: (901) 222-7621

Mark H. Luttrell, Jr.

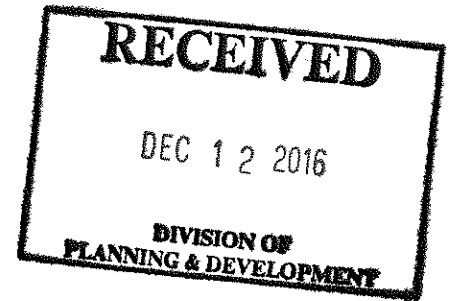
Mayor

To: Rick Copeland, Director
Division of Planning and Development

From: Jim Vazquez, Administrator
Department of Housing

Date: December 12, 2016

Subject: Mayor's Signature on National Disaster Resilience (NDR) Grant Contract



Please find attached a Contract Cover Memo, Contract Encumbrance Sheet and three NDR Contracts for \$60,445,163.00 under the NDR Grant awarded to Shelby County by the U.S. Department of Housing and Urban Development (HUD). Once you have reviewed and signed off on the Encumbrance Forms, I would appreciate your assistance in routing the attached contracts for the Mayor's signature.

HUD has requested that we have Mayor Luttrell sign and return three (3) originals to them, which they will in turn sign. Upon execution by HUD, a fully executed contract will be returned to Shelby County.

Once signed, please let me know and I will pick them up and route the executed contracts to the appropriate HUD Office.

If you have any questions, please contact me at 222-7602. As always, thank you for your assistance in advance.

Attachments