

Award Agreement between the Delta Regional Authority and  
The Awardee

The Following Conditions Apply to all DRA Projects

- Order of Precedence: This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, and Administrative Requirements for Awards Awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The awardee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.
- Deadline: The Authority may revoke or revise its approval of any project if work intended to be assisted is not underway within 12 months after the date of this Agreement.
- Awardee's Compliance to all laws and regulations: The awardee shall comply fully with all laws and regulations. Specifically, the awardee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.
- DRA Under Run Policy: If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and other agency(ies) funds, the funds shall be returned proportionately.
- Additional Funds: It is understood that if the awardee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In affirming this award, the awardee certifies that the additional funds are committed and available as needed for the project and that the additional funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all award proceeds.

Change in Scope: It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items or other property purchased.

Close Working Relationship with Administering Agency: Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the awardee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to insure that all pertinent state and federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.

Restrictions on Assistance: DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region.

Project Account: All DRA funds must be placed in a separate project account in the awardee's name with copies of all bank statements produced to DRA with the quarterly reports.

Bonding or Insurance: The Awardee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.

Audit: Audit requirements only apply to the year(s) in which the Agency award funds are expended. Awardees expending \$750,000 or more of Federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 7 CFR 3052. Awardees that expend less than \$750,000 a year in a Federal award are exempt from Federal audit requirements for that year except as noted in 7 CFR 3052.215(a), but the records must be available for review or audit by appropriate officials of the DRA, administering agency, pass-through entity, and General Accounting Office.

Interest: The Awardee will remit interest earned on award funds deposited in an interest bearing account in accordance with 7 CFR Parts 3015 and 3016 and 3019 to DRA.

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

122, or A-21). DRA reserves the right to deny all costs incurred prior to the approval of this award.

- Quarterly Report: Quarterly reports are due to the DRA on the 15<sup>th</sup> of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the awardee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.
- Final Report: Within one month after the period of performance, the awardee shall prepare and submit to DRA for approval a final report of all work accomplished under this award including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either return to the awardee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the awardee shall within 15 days submit another final report for review and comment.
- Budget: Costs will be determined in general accord with the budget produced in the awardee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.
- Hold Harmless: Awardee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Awardee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Awardee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the awardee expressly releases the DRA from any liability for any losses or damages suffered by awardee, directly or indirectly, from or in any way connected with the performance of this Agreement.
- Subcontracting: The awardee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval from the Authority, and subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority. Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the
- Subcontracting

Cont.: purchase by the awardee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the awardee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the awardee of any obligations under this Agreement.

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

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

Termination for  
Convenience: The DRA may, by written notice to the awardee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest.

Award Related  
Communications: It will be the responsibility of the awardee to include the Delta Regional Authority in any award-related communications from your office. Specifically, all DRA funded or partially funded projects shall include proper acknowledgement of DRA award funding to include but not be limited to: project announcements, press releases, news articles, ribbon-cutting ceremonies, check presentations, radio and/or television advertisements and the like. Whether written or verbally communicated, the awardee agrees to recognize DRA for its participation. Additionally, those written communications will include the DRA seal. A jpeg file of the DRA seal can be downloaded from the Authority's website at [www.dra.gov](http://www.dra.gov) and clicking on the "resource" link. DRA will be pleased to assist with any of these communications.

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

project cost under the basic federal program through which the DRA assistance is provided.

Operation and Maintenance Agreement:

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

Project Start and Ending Dates:

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

Financial Procedure:

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

Certification Regarding Lobbying:

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

Return of Award Proceeds:

The awardee acknowledges that all award proceeds, until they are spent for the purposes of the award and in accordance with the award application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the award and in accordance with the award application and this Agreement, will be returned to DRA within 30 days after the final date on which the award proceeds were scheduled to be spent under the terms of the award application and this Agreement.

Licenses and Permits:

The awardee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinance, and codes, and for all costs of the project in excess

of the amount of the approved award.

- Notices: Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the awardee shall be sent to the address set forth in the award application.
- Waiver/Cumulative Remedies: Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the awardee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the awardee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.
- General Procedures: All DRA awards shall be administered in accordance with the OMB Omni/Super Circular; and other Federal regulations as applicable. The General Provisions hereof shall be applicable to DRA, its employees, representatives, agents, successors and/or assigns. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Awardee shall maintain custody of time records, payrolls, and any other records as appropriate to substantiate all services reported to DRA and/or the administering agency, if any.
- Contracting Procedures: In contracting for services and/or purchasing equipment under this Agreement, awardee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the awardee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the awardee. Awardee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Coordination and Non-Duplication:	In carrying out the project under this Agreement, awardee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the awardee under other related DRA awards, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those awards.
Compliance with Applicable laws:	Awardee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Award Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.
Progress Payments:	Awardee may receive progress payments on the basis of worked performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserve the right to determine that the requirements of this Agreement are being met before making such payments.
Advance Payments:	Awardee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) awardee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) awardee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).
Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements. DRA will make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from	Awardee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the awardee shall be paid to

Liability: DRA to the extent that they are properly allocable to costs for which the awardee has been reimbursed. Awardee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of this Agreement.

Official not to Benefit: No member or delegate to Congress, or resident Commissioner, shall be admitted to any part of this Agreement, or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Covenant Against Contingent Fees: The awardee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the awardee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the award amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

Fraud: The awardee certifies that it has not within a three year period preceding the submission of the award application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Indicted: The awardee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.

Termination of Public Transaction: The awardee certifies that it is not within a three year period preceding this award application had one or more public transactions, federal, state, or local, terminated for cause or default.

Conflicts of Interests: The awardee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.



Certification Regarding Drug-Free Work Place:	The awardee certifies that it will provide a drug free workplace.
Errors and Omissions/ Compliance Agreement:	The awardee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this award within 30 days from the date of mailing said request.
Basic Agency:	If the servicing of this award is transferred to a Basic Agency, the awardee shall be responsible for all fees, expenses, or other charges for such servicing which will be paid from the award funds by DRA.
Percentage Payments:	If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
Free and Clear of Liens:	The awardee will keep the project free and clear of any liens, adverse claims, security interest, other charges and/or encumbrances.
Illegal Aliens:	The awardee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee, knowing the illegal alien is unauthorized to work in the United States. The awardee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.
Conveyance:	The awardee represents and warrants that it shall not convey, transfer or assign any/or all of its interest in and to the project.

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

AFFIDAVIT AND  
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

1. That the Award Application submitted by the Awardee and approved by the Awarder requires funding equal to the amount identified on the signature page of this package; and
2. That the Awarder has agreed to fund this Project at the level identified on the signature page of this package; and
3. That the Awarder and Awardee understand, acknowledge, and agree that the Awarder's portion of funding of this Project shall be used for the eligible expenses outlined in the approved application documentation. However, should the Awardee wish to use these funds for other expenses associated with this Project, the Awardee may request from the Awarder in writing which portion of the project the Awardee wishes to fund and the reasons for doing so; as such
4. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment; and the
5. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awarder to close the Award.

AFFIDAVIT AND  
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

6. The Award Proposal submitted by the Awardee and approved by the Awardee was for a total amount equal to the amount identified on the signature page of this package.
7. Although the Governor selected this award, he (or she) did so for a lower amount than was requested by the Awardee in the award proposal.
8. The Awardee states, acknowledges, and agrees that the project described in the award proposal will begin on the date set forth therein and can move the project forward to completion, despite this lower amount approved.
9. The Awardee understands, acknowledges, and agrees that the award proceeds from the Awardee shall be returned to the Awardee should the project not start on the date set forth in the Award Proposal or if the project is not completed within the time frame as set forth in the Award Agreement.
10. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.
11. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awardee to close the Award.

AFFIDAVIT AND  
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

12. The Award Proposal submitted by the Awardee and approved by the Awarder was conditioned upon the applicant providing cash and/or in-kind contributions, from other sources, totaling an amount equal to the amount identified on the signature page of this package.

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

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

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

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

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

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

## AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this [the date identified on the signature page of this package], before me personally appeared the applicant signatory, to me personally known, who, being duly sworn on his/her 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 construction, repair, or renovation of the property described in the accompanying award application, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankruptcy or receivership have been instituted by or against the Awardee, except as identified in a separate attachment:

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 as identified in a separate attachment:

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 identified in a separate attachment:

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

## ARBITRATION AGREEMENT

This Agreement is entered into on the date stated by [on the signature page of this package] and between Delta Regional Authority ("DRA"), its successors, agents and/or assigns, and awardee.

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

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

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

4. Arbitration.

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

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

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

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

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

submitted by NAP by DRA and AWARDEE either agreeing on the Arbitrators or striking persons from the panel until three (3) persons are left, those persons being the Arbitrators. The determination of whom shall make the final strike and the resolution of any disputes concerning selection, including, if necessary, the appointment of the Arbitrator(s), shall be done by NAF.

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

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

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

10. 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 signatory agrees that this Agreement may not be amended or modified in any respect except in writing.

THE SIGNATORY HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE 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.



## MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the applicant signatory, by in connection with a transaction between the Awardee and Delta Regional Authority, its successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Awardee dated this date [see signature page].

1. The DRA and Awardee each have the right to request Mediation. Mediation is a procedure in which the DRA and Awardee select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the arbitration agreement.
2. The DRA and Awardee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Awardee select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Arbitration Agreement.
3. Arbitration is final and binding on the 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 APPLICANT SIGNATORY HAS READ AND UNDERSTANDS THAT THIS DOCUMENT DISCLOSES THE PARTIES ARE ENTERING INTO AN ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE 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.

## AWARDEE'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the applicant signatory in and for the aforesaid jurisdiction, who after being duly sworn according to law, stated on oath that s/he is the acknowledged principle for and on behalf of the awardee, and that s/he signed, sealed and delivered the following Awardee's Affidavit on the day and year herein mentioned as its act and deed and that he acknowledges that for and on its behalf, s/he executed this Awardee's Affidavit stating that the following matters are true and correct, being first duly authorized so to do:

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

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

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

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

## Certification of In-Kind Contributions

\*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(s).

1. The in-kind contributions are and will be verifiable from the Awardee'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 Award Agreement, the Awardee shall prepare and submit to Awardee periodic reports, in such detail, as the Awardee 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 Award Application, the Award Application will be in default and the Award Proceeds shall be immediately returnable to the Awardee.

## ENVIRONMENTAL DECLARATION AND INDEMNITY

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

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

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

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

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

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

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

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

## AWARDER/AWARDEE NOTICE OF TRANSFER OF SERVICING OF AWARD

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

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

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

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

RESOLUTION – SAMPLE LANGUAGE

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 Awardee here), acting by and through its \_\_\_\_\_ (add whatever entity it acts through - board of alderman, supervisors, police jury, etc.)) proposes to apply for a award with DRA for the Fiscal Year 2013 federal award program cycle;

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

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 award, 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 award 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 award 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 Awardee) and has the authority to make those acts and assume any and all duties in dealing with the award with DRA for the Fiscal Year - 2013 federal award program cycle;

THAT, \_\_\_\_\_ (person who is going to be acting on behalf of Awardee) is hereby authorized to execute and submit any and all documents including, but not limited to, applications, award closing documents, request for funds, status reports to DRA for the Fiscal Year – 2013 federal award program cycle;

THAT, the Awardee agrees to provide additional funds in the amount of \$\_\_\_\_\_ to said award;

THAT, the Awardee 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 award; 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

AFFIDAVIT AND ACKNOWLEDGMENT REGARDING SINGLE AUDIT

The applicant signatory for the Awardee, being duly sworn, deposes and says:

19. As the Awardee may expend \$750,000.00 or more of federal assistance in the Awardee's fiscal year, the Awardee agrees to provide to the Delta Regional Authority (DRA) a copy of any and all single audits, also known as the OMB A-133 Audit.
20. If the Awardee does not initially exceed \$750,000.00 in federal funds and a single audit is not completed, but such an audit is later required and conducted, the Awardee agrees to provide a copy of the same to DRA.
21. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.
22. The Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing DRA to award this project.

**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: (       )

## **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.

## Monitoring & Compliance Agreement

By signing this agreement, the awardee acknowledges and agrees that accountability is vital to the success of DRA investment-projects and for the continued partnerships, with our Local Development Districts (LDD) and to abide by all conditions and safeguards set forth in the DRA Memorandum of Agreement and the associated DRA Compliance Manual. The awardee confirms that if any part of the award shall be held to be invalid, the remaining portions shall remain valid. Furthermore, the awardee documents attest that DRA's Division of Monitoring & Compliance shall reserve the right to access, without hindrance, award related communications, physical sites, financial reports, contracting procedures and any information deemed pertinent, with or without notification.



DELTA REGIONAL AUTHORITY

Dear Amanda Upton,

Project: **LA-50489**

Attached are the required documents, to be completed for receipt of your Notice to Proceed. Please refer to the document list below. If the terms and conditions are acceptable, this page must be signed, by the designated official, notarized and returned, to DRA.

- 1. **Awardee's Affidavit**
- 2. **Memo randum of Agreement**
- 3. **Affidavit as to Liens and Encumbrances**
- 4. **Mediation and Arbitration Disclosures**
- 5. **Arbitration Agreement**
- 6. **Notice of Basic Agency Transfer**
- 7. **Single Audit Affidavit**
- 8. **Board Resolutions Example**
- 9. **Automated Clearing House Form (ACH)**

The approved project application details are as follows:

**Investment Details:**

DRA Investment (LDD Admin Fee Included \$5,500)	\$ 150,000
Other Public Investment	\$ 186,666
Total Investment	\$ 336,666

**The Basic Agency for this project is identified as:**

Capital Region Planning & Development Commission  
 333 N. 19th St.  
 Baton Rouge, Louisiana 70821  
 P: (225) 383-5203  
 F: (225) 383-3804  
<http://www.crpc-la.org/>

If you have any questions or comments regarding these documents or the administration of your project, please address them to Tracy Ausberry, SEDAP Manager, at [tausberry@dra.gov](mailto:tausberry@dra.gov).

**Authorized Awardee Signatory**

**Notary Public Seal**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Kemp Morgan**  
**Director of Project Management and Development**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_