

## **CDBG CARES ACT FUNDING AGREEMENT**

**THIS AGREEMENT** is made this **18th day of July, 2023** by and between the **CITY OF KINGSPORT, TENNESSEE**, an incorporated municipality, hereinafter referred to as the “City,” and **Second Harvest Food Bank of Northeast Tennessee** a 501 (c) (3) nonprofit organization with a principal place of business at **1020 Jericho Drive Kingsport, TN 37663**, hereinafter referred to as the “Recipient.”

### **WITNESSETH:**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27th, 2020 in order to provide relief for Americans suffering the public health and economic impacts of COVID-19; and

**WHEREAS**, the CARES Act provides for Five Billion Dollars to be provided to the Department of Housing and Urban Development to be used in the Community Development Block Grant Program; and

**WHEREAS**, a portion of this funding must be allocated to entitlement communities, including the City of Kingsport, in order to assist those communities in preventing, preparing for, and responding to the Coronavirus; and

**WHEREAS**, as a result of the CARES Act, the City of Kingsport has been provided with Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of \$656,854, which the City has determined to allocate to community organizations that can assist the community in preventing, preparing for, and responding to the Coronavirus; and

**WHEREAS**, the Recipient has identified a project intended to prevent, prepare for, and respond to the Coronavirus pandemic, which is further described herein; and

**WHEREAS**, the Recipient has the necessary mechanisms, expertise and capabilities to accomplish its proposed project; and

**WHEREAS**, the City wishes to provide a portion of the CDBG-CV funding to the Recipient in order to fund the Project (the “Grant”).

**NOW THEREFORE**, the City and the Recipient, for the mutual consideration stated herein, agree as follows:

1. SCOPE OF SERVICE:

- 1.1. Description of Project. The Recipient agrees to undertake the Project described on Exhibit A hereto (the “Project”).

- 1.1.1. Performance Measurements. In accordance with the U. S. Department of Housing & Urban Development’s Community Planning and Development Performance Measure System, the Recipient will provide data to capture and report program accomplishments. This Project relates to the Performance Measurement System as described on Exhibit A hereto.
  - 1.2. Projected Budget for the Project. The budget for the Project is shown on the attached Exhibit B (the “Budget”). The Budget shows both Project Costs and the anticipated funds that will be used to pay those Costs, including the source of those funds. Recipient will promptly provide an updated Budget if the Budget changes.
  - 1.3. Duplication of Benefits. Duplication of Benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The CARES Act prohibits Duplication of Benefits. The City is required as a condition of receiving CARES Act funding to have procedures in place to prevent the Duplication of Benefits when it provides financial assistance with CDBG-CV funds. Therefore, as a condition of receiving the Grant, Recipient agrees as follows:
    - 1.3.1. The Grant may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost. Private, unsubsidized loans are not considered a duplicate source of financial assistance.
    - 1.3.2. Recipient will institute financial controls sufficient to match the funds used to pay for the Project with eligible costs of the Project, in order to avoid Duplication of Benefits.
    - 1.3.3. Recipient will repay the Grant with non-federal funds if the Grant is used, in whole or in part, to pay for a cost that has already been paid for, or will be paid for, by another federal program, insurance, or other sources.
  - 1.4. Final Results. The Recipient, through organizing, planning and project development, will (1) implement the Project, and (2) submit a report of the Project aspects accomplished to the City prior to payment on the contract.
  - 1.5. Performance Monitoring. The City's Community Development Staff will monitor the performance of the Recipient against the goals and performance standards required by this agreement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If the Recipient does not take action to correct such substandard performance within the time period specified in the City's notice, the City may initiate contract suspension and termination procedures.
2. TERM AND TERMINATION.

- 2.1. Term. This Agreement allows reimbursement of costs incurred between **July 1, 2023** and **June 30, 2024**, unless extended in writing by the City. The Agreement shall expire, unless earlier terminated pursuant to the provisions of the Agreement, on the day after the last reimbursement owing to Recipient has been made by City. However, in no event shall the term of this Agreement extend beyond the date which is one year from the date of execution.
- 2.2. Termination. Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least thirty (30) days' prior written notice of the date of termination. The City may suspend or terminate this Agreement, in whole or in part, at any time, if the Recipient materially fails to comply with any term of this Agreement after having been provided written notice from the City of noncompliance and a reasonable time to cure said noncompliance, or with any of the rules, regulations or provisions referred to herein. Furthermore, the City may declare the Recipient ineligible for any further participation in CDBG funded programs if Recipient does not comply with all applicable rules or regulations. The City may withhold contract funds until the City finds the Recipient to be in compliance, or until the Recipient is otherwise adjudicated to be in compliance.

### 3. PAYMENT OF GRANT.

- 3.1. Grant Amount and Source. The Grant amount shall not exceed the amount shown on Exhibit A, and shall be payable solely from the CDBG-CV funds referenced above. If the City does not receive the amount of CDBG-CV funds that it expects, then the amount awarded to Recipient shall be reduced in proportion to the amount of funds actually received. The City shall have no obligation to fund the Grant from any other source, including general funds, reserves, or property tax revenue.
- 3.2. Support for Reimbursement Requests. The Recipient will file all requests for reimbursement with the City for any costs incurred pursuant to this Agreement. The Recipient will submit each request for reimbursement with a cover letter. Each request for reimbursement must be itemized by Budget line item and must show (i) the amount of each line item spent during the term of the invoice, (ii) the amount of each line item spent to date, and (iii) the total amount charged to the City. Unless other arrangements are made with and approved by the City, each request for reimbursement will have attached any receipts, invoices, time sheets, and other supporting documentation of the actual costs that have been incurred. Support documents will be kept at the offices of the Recipient; said support documents will include invoices and payments for project expenditures, canceled checks, payroll registers supporting personnel expenses, and claims for travel expenses.
- 3.3. Disbursement of Funds. Unless an alternative payment plan is otherwise approved by the City, the City will disburse the funds pursuant to this Agreement in no more than monthly payments (as invoiced). Payment will only be released after the Recipient has fulfilled all the requirements for reimbursement as stated in this Agreement. Prior to

making any reimbursement, the City reserves the right and Recipient hereby consents and will fully cooperate with City's request to:

- 3.3.1. make an on-site inspection of the Recipient's premises,
- 3.3.2. request further documentation or clarification regarding the eligibility of expenses for which payment is requested, and
- 3.3.3. review any relevant materials regarding the Recipient's productivity under this Agreement before the disbursement of any funds. Under no circumstances will funds be released for ineligible or unreasonable expenses.

3.4. Program Income and Reversion of Assets. Any program income generated by the Project as defined in 24 CFR part 570.500 (a) will be substantially disbursed for activities covered by this Agreement. Any program income on hand when this Agreement expires or is terminated and any program income received after such expiration or termination will be returned to the City, unless otherwise permitted by applicable regulations. At the expiration of the term or termination of the Agreement, any unearned or unused government funds held by Recipient, together with any account receivables attributable to such funds, will revert to and become property of the City.

3.5. Indirect Cost. If indirect costs are charged, the Recipient must develop an indirect cost allocation plan for determining the appropriate share of administrative costs. The Recipient must submit such plan to the City for approval. Said plan must be consistent with principles outlined in OMB Circular A-122.

#### 4. ACCOUNTING SYSTEM, RECORDKEEPING AND REPORTING.

4.1. Financial Management Standards. The Recipient will establish and maintain fiscal control of an accounting system to meet the following criteria:

- 4.1.1. Records must provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement and in accordance with OMB Circular A-110;
- 4.1.2. Entries in accounting records must refer to the documentation which supports the entry;
- 4.1.3. Records must provide accurate, current and complete financial reporting information;
- 4.1.4. A fund accounting system will be implemented to track expenses in accordance with generally accepted accounting principles for nonprofit organizations;
- 4.1.5. Records must be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement; and

- 4.1.6. Support documents must be maintained so as to be easily accessible to a representative of the City.
- 4.2. Records to be maintained. The Recipient will maintain all records required by Federal regulations specified in 24 CFR Part 570.506 and pertinent to the Project funded under this Agreement. Such records will include, but will not be limited to:
- 4.2.1. Records providing a full description of each activity undertaken;
  - 4.2.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - 4.2.3. Records determining the eligibility of activities;
  - 4.2.4. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - 4.2.5. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
  - 4.2.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
  - 4.2.7. Other records necessary to document compliance with subpart K of 24 CFR, Part 570.
- 4.3. Client data. When applicable to the Project, the Recipient will maintain client data that demonstrates eligibility for the services provided. Such data will include, but will not be limited to, client name **OR** client identification number, address (zip code only may be provided if the recipient is providing services restricted by State and/or Federal Confidentiality laws), income level or other basis for determining eligibility, family size, race, sex of household head, disability status, age, and description of the service provided; said information must be made available to the City or its designees for review. Personal information such as Date of Birth and Social Security Number need not be provided nor will it be requested by the City.
- 4.4. Reporting. The Recipient will provide the City with detailed reports of activities undertaken pursuant to this Agreement, including but not limited to:
- 4.4.1. Recipient Progress Report. The Recipient must submit a written narrative "Recipient Progress Report." Said Report must: (1) be submitted at least once per quarter regardless of invoice schedule; (2) detail the Recipient's progress in performing the Project; (3) include a listing of results/products for the period covered; and (4) annually or upon request, include a summary of the demographic characteristics of the clients served.

- 4.4.2. Time Sheets. The Recipient will keep and maintain time sheets that accurately reflect the specific amount of hours expended by all personnel on the Project and identified by activity. The Recipient must submit copies of time sheets with claims for payment.
- 4.5. Procurement. The Recipient will:
- 4.5.1. Administer its program in conformance with OMB Circular A-122, "Cost Principles for Nonprofit Organizations," for all costs incurred whether charged on a direct or indirect basis ;
- 4.5.2. To the extent practicable in light of the urgency of the Project in addressing COVID-19, procure materials in accordance with the requirements of OMB Circular A-110, Attachment O, "Procurement Standards," and will subsequently follow Attachment N, "Property Management Standards," covering utilization and disposal of property; and
- 4.5.3. Obtain prior written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.6. Audit. The City shall have the right to perform, or cause its designees to perform, an audit of Recipients records as they relate to the Project. Recipient hereby consents to and will fully cooperate with any audit required under this part.
- 4.7. Access to records. The City, the Federal grantor agency and the Comptroller General of the United States (or any authorized representatives of these agencies) will have access to any books, documents, papers, and records of the Recipient which are directly pertinent to the Program and this Agreement; said access is for the purpose of making audits, examinations, excerpts, and transcriptions.
- 4.8. Retention of Records. To document Compliance with this Agreement, the Recipient must maintain its records for a three-year period. The three-year period will begin on the date of submission of the final report under this Agreement, as defined in 24 CFR 570.502 (b)(3).
5. Insurance. At no additional cost to the City, the Recipient will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement.
- 5.1. Commercial General Liability Insurance. The Recipient will maintain occurrence version commercial general liability insurance or equivalent with a limit of not less than the minimum coverages required by Tennessee Code Annotated 29-20-403. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

5.1.1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out activities performed by or on behalf of the Recipient including materials, parts or equipment furnished in connection with such activities. The coverage will contain no special limitations on the scope of protection afforded to the above-listed insureds. Liability coverage can be provided in the form of an endorsement to the Recipient's insurance or as a separate owner's policy; and

5.1.2. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers, employees and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees and volunteers will be excess of the Recipient's insurance and will not contribute with it.

5.2. Business Automobile Liability Insurance. The Recipient will maintain business automobile liability insurance or equivalent form with a limit of not less than the minimum amount required by Tennessee Code Annotated, 29-20-403. Such insurance will include coverage for "any auto." Such insurance will contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Recipient, using funds provided under this Agreement.

5.3. Workers' Compensation Insurance. The Recipient will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee (or the state in which Recipient is located, if not Tennessee), or if applicable, the U.S. Longshoremen's and Harbor Workers' Compensation Acts, or other laws as required by labor union agreements; and employers' liability insurance with limits of not less than One Hundred Thousand (\$100,000.00). The Recipient will require each of its subcontractors to provide workers' compensation for all of the latter's employees to be engaged in such work, unless such employees are covered by the Recipient's workers' compensation insurance coverage.

5.4. Other Insurance Requirements. The Recipient will:

5.4.1. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the Community Development Staff of Kingsport, Tennessee.

5.4.2. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;

- 5.4.3. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
  - 5.4.4. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract;
  - 5.4.5. Place such insurance in a self-insurance pool or with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
  - 5.4.6. Require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Recipient's insurance) in the same manner as specified for the Recipient, and furnish subcontractors' certificates of insurance to City immediately upon request.
- 5.5. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. In the event that the Recipient's declared deductibles or self-insured retentions are not acceptable to the City, the Recipient will either (i) negotiate terms with its insurer that meet the City's requirements, or (ii) provide a financial guarantee satisfactory to the City, which financial guarantee shall guarantee payment of losses and related investigation, claims administration and defense expenses.
6. HOLD HARMLESS AND INDEMNIFICATION. The Recipient expressly agrees that it will defend, indemnify and hold the City, its public officials, employees, and agents harmless from and against all losses, damages, suits and claims for damages to property and injuries to persons which may result from any act or omission to act on the part of the Recipient, its employees, agents, servants, subcontractors, or by anyone for whose acts the Recipient may be liable, while rendering services or performing duties pursuant to this Agreement.
7. NONDISCRIMINATION. The Recipient hereby agrees that it:
- 7.1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
  - 7.2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
  - 7.3. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;



- 7.4. Will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement (as used in this Agreement, the term "minority and women-owned business" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women, and for the purpose of this definition, "minority" refers to persons who are African-Americans, Spanish-speaking, Spanish surname or Spanish-heritage Americans, Asian-Americans, and American Indians);
- 7.5. Will adhere to Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with disabilities will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;
- 7.6. Will have facilities accessible to persons with disabilities. Also, places where programs or services are held outside the offices of the Recipient must be accessible to persons with disabilities. These facilities include but are not limited to ramps, parking facilities, water fountains, entryways, rest room facilities, and elevators when necessary. If it is not possible for these physical changes to be made, the Recipient will have an alternative plan to serve persons with disabilities; and
- 7.7. Will include the foregoing provisions in every subcontract or sublease let by or for it.

8. MISCELLANEOUS PROVISIONS.

- 8.1. Independent Contractor. The Recipient will render all services as an independent contractor; it will not be considered an employee of the City, nor will it or its agents or employees be entitled to any benefits, insurance, pension or workers' compensation as an employee of the City.
- 8.2. Assignment. The Recipient will not assign nor transfer any interest in, or duties or responsibilities created by, this Agreement without obtaining the prior written approval of the City.
- 8.3. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 8.4. Required Approvals. Neither the Recipient nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 8.5. Counterparts. This Agreement may be executed in one or more counterparts by City and Recipient. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

- 8.6. Notices. Communication and details concerning this Agreement will be directed to the City at the address below, and to the Recipient at the address shown on Exhibit A.

**The City of Kingsport, TN.**

Michael Price  
Community Development Planner  
415 Broad Street  
Kingsport, Tennessee 37660  
(423) 224-2877

- 8.7. Headings. The headings appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 8.8. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 8.9. Federal, State and Local Requirements. The Recipient is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. In particular, the Recipient agrees to comply with the applicable federal, state and city requirements referenced below and made a part hereof as if set forth verbatim:
- 8.9.1. The Charter and Municipal Code of the City of Kingsport, Tennessee.
- 8.9.2. OMB Circular A-122, "Cost Principles for Nonprofit Organizations."
- 8.9.3. OMB Circular 110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," including any applicable attachments thereto.
- 8.9.4. OMB Circular a-133, "Audit of Institutions of Higher Learning and other Nonprofit Institutions."
- 8.9.5. All federal laws and regulations described in 24 CFR Part 570; however, the Recipient will not assume (i) the City's environmental responsibilities as described in 24 CFR 570.604, or (ii) the City's responsibility for initiating the review process under Executive Order 12372.
- 8.9.6. Hatch Act. The Recipient agrees that no funds or personnel employed under this Agreement will, in any way or to any extent, be engaged in any political conduct or activities in violation of 5 U.S.C. 1501 et seq, commonly referred to as the "Hatch

Act” or Tenn. Code Ann. § 2-19-201 et seq, commonly referred to as the “Little Hatch Act”.

- 8.10. Equal Protection of Faith-Based Organizations. In accordance with 24 CFR 570.200 (J), if Recipient is a faith-based organization, the Recipient agrees that no funds provided under this Agreement will be utilized to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) or any other manner prohibited by law.
- 8.11. Grantor Recognition. The Recipient ensures the recognition of the City's and HUD's roles in providing services under this Agreement. The Recipient will prominently label the funding source for all activities, facilities, and items utilized pursuant to this Agreement. In addition, The Recipient will include a reference to the support provided pursuant to this Agreement in all publications that have been made possible through the use of the funding provided for in this Agreement.
- 8.12. Governing Law. This Agreement will be governed and constructed in accordance with the laws of the State of Tennessee.
- 8.13. Jurisdiction and Venue. In the event any dispute should arise between the parties concerning any aspect of this Agreement the parties hereby consent to the Jurisdiction and Venue of the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, Northeastern Division. Furthermore, the parties waive their right to a trial by jury.
- 8.14. Entire Agreement. This Agreement, together with all other documents enumerated herein and made a part hereof as if set forth herein verbatim, embodies the entire Agreement between the parties. There are no prior representation, terms, conditions, promises, agreements, oral or otherwise, between the parties other than those contained herein.
- 8.15. Interpretation. If any inconsistencies exist among the contract documents, the following rule of construction will apply: the terms, conditions, provisions, responsibilities, obligations and promises set out in this Agreement will control, except that the Program regulations as stated in 24 CFR Part 570 will control this Agreement in instances where the terms, conditions, provisions, responsibilities, obligations, and promises of this Agreement are in conflict with 24 CFR Part 570. . This Agreement shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman.

**IN WITNESS WHEREOF**, the City and the Recipient have executed this Agreement.

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
Patrick M. Shull, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Angie Marshall, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Rodney B. Rowlett III, City Attorney

\_\_\_\_\_  
Date

Second Harvest Food Bank of NE Tennessee

\_\_\_\_\_  
Rhonda Chafin, Executive Director

\_\_\_\_\_  
Date

## EXHIBIT A

### PROJECT AND RECIPIENT INFORMATION

**RECIPIENT NAME:** Second Harvest Food Bank of Northeast Tennessee

**RECIPIENT ADDRESS FOR NOTICE PURPOSES:**

1020 Jericho Drive, Kingsport, TN 37663

**DESCRIPTION OF PROJECT(S):**

The City of Kingsport will allocate **\$12,335.55** of CDBG-CV funding to fund the City of Kingsport Hunger Relief Project in response to Covid-19. The services are offered to low and moderate income persons. The sub-recipient will use funds for Activity Delivery Costs (ADCs). ADC are allowable costs incurred for implementing and carrying out eligible CDBG activities. The ADC covers the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. The project will improve the quantity and nutritional quality of food distributed for hunger relief to LMI residents, including people experiencing homelessness in Kingsport, TN.

**PROGRAM OBJECTIVES RELATED TO HUD'S PERFORMANCE MEASUREMENT SYSTEM:**

National Objective – Low/Mod Limited Clientele National Objective, 570.208(a)(2); HUD Matrix Code 05W Food Banks

**GRANT AMOUNT(S):**

The City of Kingsport, TN has earmarked \$12,335.55 of CDBG-CV funding to go to **The Second Harvest Food Bank of Northeast Tennessee** for use during the COVID-19 Response.

**EXHIBIT B  
PROJECT BUDGET**

<b>Project Line Item*</b>	<b>Estimated Cost</b>
Purchase of Food Items	\$25,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

\* Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG-CV funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

\* Indirect Cost are not allowed

<b>Sources of Funds**</b>	<b>Amount of Funds</b>
CDBG-CV Funds – Kingsport, TN	\$12,335.55
Other Agency Funds	\$12,664.45
<b>TOTAL</b>	<b>\$25,000.00</b>

\*\* Include all fund sources that will be used to pay costs of the Project. Examples include CDBG-CV funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

**EXHIBIT C**

**CDBG-CV Program  
IMPLEMENTATION PLAN FOR CDBG PROJECTS**

**OPERATING AGENCY: Second Harvest Food Bank of Northeast Tennessee**

**I. The time table for completing the activities for the project shall be:**

- |    |  |               |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 01, 2023 |
| 2. | Release of Funds                                 | July 01, 2023 |
| 3. | Begin providing services                         | July 01, 2023 |
| 4. | Contract complete                                | June 30, 2024 |

**EXHIBIT D**

**Federal Award Identification Worksheet**

Operating Agency's name (must match registered name in DUNS)	<b>Second Harvest Food Bank of Northeast Tennessee</b>
Operating Agency's UEI Number	<b>WEUWKWDY51B7</b>
Federal Tax ID Number	62-1303822
Federal award date	July 7, 2020
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 01, 2023
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	<b>\$12,335.55</b>
Total amount of federal funds obligated to the Operating Agency	<b>\$12,335.55</b>
Total amount of the federal award to the City of Kingsport	\$656,854
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
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)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency



**EXHIBIT E**

**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 Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

\_\_\_\_\_ is subject to an audit for fiscal year 2023.

\_\_\_\_\_ is not subject to an audit for fiscal year 2023.

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

Operating Agency's Edison Vendor ID Number: \_\_\_\_\_

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Operating Agency's fiscal year</b>
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. <b>\$12,335.55</b>
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$
Non-federal funds received directly from the City of Kingsport	\$

Auditor's Name: \_\_\_\_\_

Auditor's address: \_\_\_\_\_

Auditor's phone number: \_\_\_\_\_

Auditor's email: \_\_\_\_\_

## EXHIBIT F

### Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.**

"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.

Operating Agency's Edison Vendor ID number: \_\_\_\_\_

Is \_\_\_\_\_ a parent?      Yes       No

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

Is \_\_\_\_\_ 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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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