

ASSISTANCE AGREEMENT

1. Award No. 693JK32140016PSDP		2. Modification No. 0001		3. Effective Date Date of signature in Box 25.		4. CFDA No. 20.720	
5. Awarded To TENNESSEE PUBLIC UTILITY COMMISSION Attn: CHRIS C EATON 502 DEADERICK ST NASHVILLE TN 372430200			6. Sponsoring Office PIPELINE AND HAZARDOUS MATERIALS SA Office of Pipeline Safety (PHP) 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590			7. Period of Performance 09/29/2021 through 09/28/2022	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority 49 U.S.C. 60134 State Damage Prevention Programs			10. Purchase Request or Funding Document No. PH-RFM956-22-0001		
11. Remittance Address TENNESSEE PUBLIC UTILITY COMMISSION Attn: TENNESSEE PUBLIC UTILITY COMMISSION 502 DEADERICK ST. 4TH FLOOR NASHVILLE TN 372439021			12. Total Amount Govt. Share: \$88,894.00 Cost Share : \$0.00 Total : \$88,894.00		13. Funds Obligated This action: \$0.00 Total : \$88,894.00		
14. Principal Investigator Stacy Balthrop stacy.balthrop@tn.gov		15. Program Manager ANNMARIE ROBERTSON Phone: 202-366-1622			16. Administrator PIPELINE AND HAZARDOUS MATERIALS SA Acquisition Services Division 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590		
17. Submit Payment Requests To PHMSA Delphi eInvoicing System https://einvoice.esc.gov			18. Paying Office PHMSA Delphi eInvoicing System https://einvoice.esc.gov			19. Submit Reports To See Article IV - Reports	
20. Accounting and Appropriation Data See Schedule							
21. Research Title and/or Description of Project State Damage Prevention (SDP) Program Grants - FY2021							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer			
23. Name and Title		24. Date Signed		26. Name of Officer Brandon Beyer		27. Date Signed	

NAME OF OFFEROR OR CONTRACTOR
TENNESSEE PUBLIC UTILITY COMMISSION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>Mod 1 updates section 2.03 of the attached grant award document. The updates to that section appear in red.</div> <div>.</div> <div>*****</div> <div>Points of Contact:</div> <div>Agreement Officer: Brandon Beyer (202) 366-5513</div> <div>Program: Annmarie Robertson (317) 964-1670</div> <div>=====</div> <div>All other terms and conditions remain unchanged and in full effect.</div>				

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Article I. Award Information

Section 1.01 Recipient Information

Tennessee Public Utility Commission
502 Deadrick Street, 4th Floor,
Nashville, TN 37243-0225
DUNS: 878586999

Primary Contact – Principal Investigator (PI):
Stacy Balthrop
Director of Consumer Services Division
Email: stacy.balthrop@tn.gov
Phone: 615-770-6869

Section 1.02 Awarding Agency Information

U.S. Department of Transportation (US DOT)
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Acquisition Services Division, PHF-20
1200 New Jersey Avenue, SE, Room E22-317
Washington, D.C. 20590

Primary Contact - Agreement Officer (AO)/Administrator (AA):
Brandon Beyer
Telephone: (202) 366-5513
E-mail: brandon.beyer@dot.gov

Section 1.03 Basic Award Information

Funding Opportunity Title: “State Damage Prevention (SDP) Program Grants – FY2021”
Funding Opportunity Number: 693JK321NF0001
CFDA Number: 20.720
Award Type: Grant Agreement
Award Number: 693JK32140016PSDP
Project Title: State Damage Prevention (SDP) Program Grants - FY2021
Grant Period: 9/29/2021 - 9/28/2022
Grant Amount: \$88,894

Article II. Background

Section 2.01 Background

Section 2 of the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, Public Law 109-468, (December 29, 2006) established the State Damage Prevention Grant program, see 49 U.S.C. §60134. The purpose of these grants is to establish, or improve, comprehensive State programs designed to protect underground pipeline facilities from excavation damage. The statute sets forth nine elements of an effective State Damage Prevention program. Please see PHMSA’s Damage Prevention Assistance Program (DPAP) guidance document for more information on the elements (<http://primis.phmsa.dot.gov/comm/DamagePrevention.htm>).

Section 2.02 Statement of Purpose

Grants awarded under the State Damage Prevention Program are intended for States to establish or improve the overall quality and effectiveness of their State Damage Prevention programs, which are designed to prevent damage to underground pipeline facilities from excavation damage.

Section 2.03 Specific Objective(s) of the Agreement

Under this grant agreement, the recipient will pay for staff and ~~travel~~ equipment costs to staff hours to facilitate, present, and/or participate in enforcement of the state law (Element 7, Priority 1).

Article III. Work Scope

Under the terms of this grant agreement, the Recipient will address the following applicable elements listed in the approved application, pursuant to 49 U.S.C. §60134 (a), (b).

- Element 7 (Fair and Consistent Enforcement of the Law): Enforcement of state damage prevention laws and regulations for all aspects of the damage prevention process, including public education, and the use of civil penalties for violations assessable by the appropriate state authority. **(Applicable)**

Article IV. Deliverables

The recipient must submit the following reports:

- Final Report;
- Final Financial Status Report.

See Article IX (Reports) for additional information about the reporting requirements.

Article V. Delineation of Tasks/Deliverables

Section 5.01 Incorporation of Recipient Application

The Recipient's application and project plan are incorporated by reference into this Grant Agreement.

The Recipient is responsible for accomplishing the objectives, tasks, and deliverables of this Grant Agreement, and for performing the tasks and the deliverables outlined in the Recipient's project plan.

Article VI. Grant Officials

Refer to the Award Terms and Conditions (Attachment 1), Item 1 (Definitions), for a detailed description of each official's responsibilities below.

Agreement Officer (AO)/Administrator (AA)

Mr. Brandon Beyer
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Acquisition Services Division, PHF-20
1200 New Jersey Avenue, SE, E22-306
Washington, D.C. 20590
Telephone: (202) 366-5513
E-mail: brandon.beyer@dot.gov

Agreement Officer's Representative (AOR)

Ms. Annmarie Robertson
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
1200 New Jersey Avenue, SE, E24-460
Washington, D.C. 20590
Telephone: (317) 964-1670
E-mail: annmarie.robertson@dot.gov

Principal Investigator (PI)

Stacy Balthrop
Director of Consumer Services Division
Email: stacy.balthrop@tn.gov
Phone: 615-770-6869

Article VII. Terms and Conditions

The Recipient must comply with all the terms and conditions of this award. This includes the Award Terms and Conditions in **Attachment 1** (incorporated into this agreement) and any other terms and conditions specified in this document.

Article VIII. Special Terms and Conditions

Section 8.01 Modifications

Modifications to this Grant may be made only in writing and specifically referred to as a modification to this Grant. The Agreement Officer may unilaterally sign an administrative modification. All other modifications must be signed by both the Recipient and the Agreement Officer.

Section 8.02 Travel

Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Travel and per diem authorized under this grant agreement must not exceed those in the Government Travel Regulations currently in effect. Current per diem rates can be found at: <http://www.gsa.gov/perdiem>.

Section 8.03 Contractor/Sub-recipient Agreements

If a contractor or sub-recipient (sub-awardee) performs a function on the Recipient's behalf, then the terms and conditions of the contractual arrangement, or award, and the qualifications of the contractor or sub-recipient are subject to review by PHMSA. This information must be provided to PHMSA within 30 days after the date of awarded grant. The contract or award must be made in accordance with the Recipient's procurement procedures for obtaining outside services.

Article IX. Reports

Section 9.01 Final Report

At the end of the grant period, the Recipient must deliver a letter-type *final* report to the AOR, AO, and the AA describing the results of all activities undertaken as a result of this grant. The report must include the following:

1. A comparison of actual accomplishments to the objectives established for the period.
2. Where the output of the project can be quantified, a computation of the cost per unit of output.
3. The reasons for slippage if established objectives were not met.

The Final Report must be submitted to the AOR, AO, and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible, this report should be submitted, along with the Final Federal Financial Report, within 30 days after the grant period end date. See Attachment 2 "Sample Final Report Template" for a sample template for submitting final reports.

Section 9.02 Final Financial Status Report

At the end of the grant period, the Recipient must submit a *Final* Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Final Federal Financial Report must be submitted to the AOR, AO, and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible, this report should be submitted, along with the Final Report, within 30 days after the grant period end date.

Article X. Consideration and Payment

Section 10.01 Request for Advance/Reimbursement

A request for an advance or reimbursement must comply with the requirements in 49 CFR 18.21 (refer to Award Terms and Conditions, Section 11, “Payments”). Each request **must** be submitted through the Delphi eInvoicing system and include a completed/signed Standard Form 270 (SF-270), “*Request for Advance or Reimbursement*” as an attachment in the system. Upon execution of the grant award, recipients, in accordance with their project plan, may request up to 100% of the total federally funded amount of the award.

All Recipients must be registered in the System for Award Management (SAM) to receive payments on their invoices. For information on how to register, visit SAM at:

<https://www.sam.gov/portal/public/SAM/>.

See Attachment 1 “Award Terms and Conditions” for additional payment requirements.

Article XI. Attachments

Attachment 1 – Award Terms and Conditions

Attachment 2 – Sample Final Report