

PART 2000 - GENERAL

Subpart CC - Memorandum of Understanding Between the Tennessee  
Valley Authority and Rural Development

§2000.1401 General.

Rural Development has entered into a Memorandum of Understanding with the Tennessee Valley Authority (TVA). The memorandum provides for cooperation, to the extent possible, in the use of the agencies' authorities to assist rural areas by providing technical assistance and development financing. The memorandum is attached as Exhibit A.

§2000.1402 Coordination.

Personnel of Rural Development and TVA must coordinate the implementation of this memorandum at the National, State and Program Delivery Center levels of the appropriate States.

§2000.1403 State Supplements.

State Directors may issue State supplements to the extent necessary to properly implement the policies of this memorandum in accordance with RD Instruction 2006-B.

§§2000.1404 - 2000.1450 [Reserved]

Attachment: Exhibit A

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Distribution: W; S, D, C in AL, GA,  
KY, MS, NC, TN, VA

Administration  
General

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TENNESSEE VALLEY AUTHORITY  
AND  
RURAL DEVELOPMENT

I. PURPOSE:

The purpose of this joint memorandum is to provide for a close working relationship between the Tennessee Valley Authority (TVA) and Rural Development and to briefly describe programs of each organization that may contribute to common goals.

II. BACKGROUND:

- A. Rural Development, an agency of the United States Department of Agriculture, administers a group of loan and grant programs in rural areas in the fields of Farming, Housing, Community Development, and Business and Industry.

Water and waste disposal loans and grants are made to public bodies and nonprofit corporations that cannot obtain adequate commercial financing, in rural areas including towns of up to 10,000 persons. This assistance may be used to develop water systems and waste disposal systems and to improve or extend existing systems.

Community Facility loans are made to public bodies and nonprofit corporations that cannot obtain adequate commercial financing, in rural areas including towns of up to 20,000 persons. This assistance may be used to develop a variety of facilities providing essential services to the public with priority given to public safety and health care.

- B. TVA, a corporate agency and instrumentality of the United States, administers technical assistance programs to promote the economic and community development of the Tennessee Valley region. Technical assistance from TVA may include:
1. Feasibility studies.
  2. Advice on water system operation, maintenance, and rate structures.
  3. Training operators of small wastewater disposal facilities.
  4. Assessing the need for community services and facilities.

III. AGREEMENTS:

- A. It is mutually agreed by the parties to this Memorandum of Understanding that they will:
1. Strive to improve the working relationship between the parties.
  2. Exchange program information and lists of names, titles, addresses, and telephone numbers of appropriate personnel.
  3. Meet periodically to identify programs and activities with mutual goals and objectives.

B. Rural Development will:

1. Accept preapplications for assistance or requests for information from entities referred to Rural Development by TVA, subject to Rural Development policies and regulations.
2. Refer applicants and borrowers to TVA for technical assistance, whenever a need is observed for assistance which TVA can provide.

C. TVA will:

1. Provide assistance, subject to TVA policies, to entities referred by Rural Development.
2. Refer entities to Rural Development for development financing when a need for such financing is observed.

D. Availability of Appropriated Funds:

It is understood and agreed by the parties that all activities under this Memorandum of Understanding are subject to the availability of appropriated funds which TVA and Rural Development in their sole discretion may deem sufficient to support it. It is further agreed that this memorandum in no way obligates or commits either party to provide funds to the other to carry out activities provided for and that separate contractual arrangements will be entered into to provide for any such expenditures.

- E. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA or Rural Development shall be admitted to and share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to a corporation or unit of Government contracting for its or for the public's general benefit.
  
- F. Neither Rural Development nor any other person performing services under this agreement, other than an actual employee of TVA, shall be considered as an agent or employee of TVA, and TVA, its agents and employees assume no liability to Rural Development or any third party for any damages to property, both real and personal, or personal injuries, including death arising out of or in any way connected with the acts or omissions of Rural Development or any other persons.

Neither TVA nor any other person performing services under this agreement, other than an actual employee of Rural Development, shall be considered as an agent or employee of Rural Development, and Rural Development, its agents and employees assume no liability to TVA or any third party for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of TVA or any other persons.

IV. IMPLEMENTATION:

This memorandum will become effective upon the signature of the appropriate representatives of each agency. Termination of or amendments to this memorandum may be initiated by either party and will become effective upon written ratification by both parties.

RURAL DEVELOPMENT

TENNESSEE VALLEY AUTHORITY

By /s/ Charles W. Shuman\_\_\_\_\_

Charles W. Shuman  
Administrator

By /s/ Richard L. Morgan\_\_\_\_\_

Richard L. Morgan, Manager  
Office of Economic and  
Community Development

Date: \_\_June 13, 1983\_\_\_\_\_

CLEVELAND PROGRAM DELIVERY CENTER

BILL GARRETT, MANAGER  
66 Mouse Creek Road  
Cleveland, TN 37311 (615) 476-2267  
Counties Included in Area

Southeastern District

Georgia

Catoosa  
Chattooga  
Dade  
Fannin  
Floyd  
Gilmer  
Gordon  
Lumpkin  
Murray  
Rabun  
Towns  
Union  
Walker  
Whitfield

Tennessee

Bledsoe  
Bradley  
Grundy  
Hamilton  
Loudon  
Marion  
McMinn  
Meigs  
Monroe  
Polk  
Rhea  
Roane  
Sequatchie

North Carolina

Cherokee  
Clay  
Graham  
Jackson  
Macon  
Swain  
(Haywood)\*

\*Haywood is part of the seven-county Southwestern North Carolina Area Planning and Development Commission. We cover that county from a regional standpoint.

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MORRISTOWN PROGRAM DELIVERY CENTER

JANE CUMMINS, MANAGER  
West Gate Professional Building  
TVA OECD  
2617 W. Andrew Johnson Highway  
Morristown, TN 37814 (615) 587-5600

Counties Included In Ares  
Appalachian District

North Carolina

Avery  
Buncombe  
Haywood  
Henderson  
Madison  
Mitchell  
Transylvania  
Watauga  
Yancey

Virginia

Bland  
Dickenson  
Grayson  
Lee  
Russell  
Scott  
Smyth  
Tazwell  
Washington  
Wise  
Wythe

Tennessee

Anderson  
Blount  
Campbell  
Carter  
Claiborne  
Cocks  
Grainger  
Greene  
Hamblen  
Hancock  
Hawkins  
Jefferson  
Johnson  
Knox  
Morgan  
Scott  
Sevier  
Sullivan  
Unicoi  
Union

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MUSCLE SHOALS PROGRAM DELIVERY CENTER

KENNETH S. COOLEY, MANAGER  
4100 Hatch Boulevard  
Sheffield, AL 35660 (205) 386-2003

Counties Included in Area

Alabama and Muscle Shoals Districts

Alabama

Colbert  
Cullman  
De Kalb  
Franklin  
Jackson  
Lauderdale  
Lawrence  
Limestone  
Madison  
Marion  
Marshall  
Morgan  
Winston

Mississippi

Alcorn  
Attala  
Benton  
Calhoun  
Chickasaw  
Choctaw  
Clay  
Itawamba  
Kemper  
Lafayette  
Leake  
Lee  
Lowndes  
Marshall  
Monroe  
Neshoba  
Newton  
Noxubee  
Oktibbeha  
Panola  
Pontotoc  
Prentiss  
Rankin  
Scott  
Tallahatchie  
Tate  
Tippah  
Tishomingo  
Union  
Webster  
Winston  
Yalobusha

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NASHVILLE PROGRAM DELIVERY CENTER

VANN CUNNINGHAM, MANAGER  
1719 West End Avenue, Suite 400  
Nashville, TN 37203 (615) 327-1062  
Counties Included in Area

Kentucky, Western, and Central Districts

<u>Tennessee</u>	<u>Tennessee</u>	<u>Kentucky</u>
Bedford	Lawrence	Adair
Benton	Lewis	Allen
Cannon	Lincoln	Ballard
Carroll	Macon	Barren
Cheatham	Madison	Butler
Chester	Marshall	Caldwell
Clay	Maury	Calloway
Coffee	McNairy	Carlisle
Crockett	Montgomery	Christian
Cumberland	Moore	Cumberland
Davidson	Obion	Edmonson
Decatur	Overton	Fulton
DeKalb	Perry	Graves
Dickson	Pickett	Grayson
Dyer	Putnam	Hickman
Fayette	Robertson	Livingston
Fentress	Rutherford	Logan
Franklin	Shelby	Lyon
Gibson	Smith	McCracken
Giles	Stewart	McCreary
Hardeman	Sumner	Marshall
Hardin	Tipton	Metcalfe
Haywood	Van Buren	Monroe
Henderson	Warren	Muhlenberg
Henry	Wayne	Ohio
Hickman	Weakley	Simpson
Houston	White	Todd
Humphreys	Williamson	Trigg
Jackson	Wilson	Warren
Lake		Wayne
Lauderdale		Whitley

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