



1 Award from the U.S. Department of Commerce, Economic Development Agency (“EDA”) for  
2 the “Foundations for the Redevelopment of Historic Jackson Avenue” Grant (“Grant”) in  
3 accordance with the Redevelopment Plan; and  
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5 WHEREAS, the Grant the CITY has accepted is contingent upon the transfer of funds  
6 from the RDA to the City in the amount of the required match to be used in accordance with  
7 the Redevelopment Plan; and

8 WHEREAS, pursuant to the terms of the Interlocal Agreement (“Agreement”)  
9 and attached hereto as Exhibit A) between the Agency and City, the Agency is able to provide  
10 funds to the City to match a portion of the Grant; and  
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12 WHEREAS, the Agency has considered the findings that no other reasonable  
13 means of financing is available to match said Grant.

14 WHEREAS, the Governing Body of the Agency has determined that the  
15 Agreement which provides for transfer and use of funds to match a portion of the grant, as  
16 more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and  
17 objectives of the Redevelopment Plan and improvements are of benefit to the redevelopment  
18 area or the immediate neighborhood in which the redevelopment area is located; and  
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20 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of  
21 the Agency that the Agreement is hereby approved and determined to be in compliance with  
22 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the  
23 Chairperson of the Governing Board of the Agency is hereby authorized and directed to  
24 execute the Agreement for and on behalf of the Agency, and to execute any and all additional  
25 documents (including any Attachments thereto) and to perform any additional acts necessary to  
26 carry out the intent and purpose of the Agreement.  
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THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted  
and approved this 26<sup>th</sup> day of December, 2023.

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By:   
CAROLYN G. GOODMAN, Chairman

ATTEST:

  
LuAnn D. Holmes, MMC, City Clerk  
SECRETARY

APPROVED AS TO FORM:


 12/4/23  
Date  
Crislove A. Igeleke  
Deputy City Attorney

EXHIBIT A  
INTERLOCAL AGREEMENT

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## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA") and the CITY OF LAS VEGAS ("City"). The RDA and City are sometimes individually referred to as "Party" and collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by all Parties, as long as the date signed by the last Party is within THIRTY (30) calendar days of the first Party (the "Effective Date").

### RECITALS

WHEREAS, Nevada Revised Statutes 277.180 provides that two or more public agencies may enter into an interlocal contract for the joint use of resources to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the RDA administers funds of the RDA for the purposes of assisting business owners and landlords to attract or maintain businesses in the RDA redevelopment area and to support investment into existing commercial and residential structures in the RDA redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property included within the boundaries of the Redevelopment Area; and

WHEREAS, the City has received a Financial Assistance Award from the U.S Department of Commerce, Economic Development Agency (EDA) for the "Foundations for the Redevelopment of Historic Jackson Avenue" grant ("Jackson Grant Program") in the amount of ONE MILLION THREE HUNDRED ELEVEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$1,311,480) with required TWENTY PERCENT (20%) matching share of THREE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$327,870) as referenced in **Exhibit A**; and

WHEREAS, City has accepted this award contingent upon the transfer of funds from the RDA to the City in the amount of the required match.

WHEREAS, City desires to implement said grant funded program to supports property owners along the Historic main street of West Las Vegas, Jackson Avenue, in the redevelopment of their properties; and

WHEREAS, the enactment of the Jackson Grant Program pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the "City" and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the RDA agrees to provide certain funds to the City to use as matching funds for the portion of the Jackson Grant Program as further defined herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

### AGREEMENT

#### I. PURPOSE

A. The Parties desire to enter this Agreement to set forth the specific terms for the transfer and use of matching funds for the Jackson Grant Program.

#### II. CITY AGREES:

A. To fulfill all requirements and conditions set forth by the EDA in the implementation of

the Jackson Grant Program as proscribed in the Specific Award Conditions as referenced in **Exhibit B**.

B. To follow all regulatory requirements in relations to federal grants in accordance with 2 CFR part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR §1327.101, and 12 CFR. Chapter III, Department of Commerce, Economic Development Administration.

C. To return unused funds to the RDA no later than ONE HUNDRED TWENTY (120) days after completion of the grant period September 30<sup>th</sup>, 2026 or completion of grant activities, whichever is latest?

**III. RDA AGREES:**

A. To transfer the matching share funds in the amount of THREE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$327,870) (the "RDA Funds") within thirty (30) days after the signing of this agreement,

B. To perform regular inspections during the THREE (3) year implementation period of the Jackson Grant Program to ensure compliance with this Agreement.

**III. IT IS MUTUALLY AGREED:**

A. The Parties shall comply with applicable Nevada law, including those described in Nevada Revised Statutes Chapter 338.

B. That the City shall be solely responsible for the implementation of the Jackson Grant Program.

C. That each Party hereto agrees to be responsible for any and all claims and liability from legal action, damages, loss, liability, and any other expenses (including attorney fees) resulting from the acts or omissions of its respective public officials, officers, employees, agents, contractors, or persons claiming through it, committed in the performance of this Agreement. In no event shall the language herein constitute or be construed as a waiver or limitation of each Party's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41.

**IV. MISCELLANEOUS**

**A. NOTICE.**

Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the Party to whom it is directed by personal service; (ii) THREE (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party; or (iii) ONE (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the Party to which notice is given. Either Party hereto may change its address by giving TEN (10) days advance notice to the other Party as provided herein. Phone and fax numbers, if listed, are listed for information only:

If to City:           Attn: Caroline G. Goodman, Mayor  
City of Las Vegas  
495 S. Main Street, 7<sup>th</sup> Floor  
Las Vegas, NV 89101  
(702) 229-6551

and Attn: John Ridilla  
Assistant City Attorney  
City of Las Vegas  
495 S. Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101  
(702) 229-6629

If to RDA: Attn: Executive Director, Mike Janssen  
City of Las Vegas Redevelopment Agency  
495 S. Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101

and: Counsel to the Agency  
495 South Main Street, 6th Floor  
Las Vegas, Nevada 89101  
Attn: John Ridilla

**B. ENTIRE AGREEMENT; SECTION AND PARAGRAPH HEADINGS**

This Agreement represents the entire and integrated agreement between the RDA and the City. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**C. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Contract, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**D. WAIVER**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each Party. The failure of the either Party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of a Party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

**E. ASSIGNMENT**

Except as otherwise contemplated in this Agreement, neither Party may assign their rights nor delegate their duties under this Agreement without the written consent of the other Party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any Party of

its obligations under this Agreement.

**F. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of Nevada. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to binding arbitration.

**G. FORCE MAJEURE**

Neither Party hereto shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse and the excused Party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

**H. NO THIRD PARTY BENEFICIARIES**

No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

**I. PUBLIC RECORDS/CONFIDENTIALITY**

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

**J. AUTHORITY**

The Parties represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

**K. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**L. COUNTERPARTS; ELECTRONIC DELIVERY**

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each Party hereto agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

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M. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each Party agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**LAS VEGAS REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

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

Printed Name: Mike Janssen  
Title: Executive Director

Approved as to Form:

By: Crislove A. Igeleke

Date: 11/14/23

Printed Name: Crislove A. Igeleke  
Title: Counsel to the Agency

**CITY OF LAS VEGAS**

By: \_\_\_\_\_

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

Printed Name: Caroline G. Goodman  
Title: Mayor

Approved as to Form:

By: Crislove A. Igeleke

Date: 11/14/23


Printed Name: Crislove A. Igeleke  
Title: Deputy City Attorney

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**EXHIBIT A**

FINANCIAL ASSISTANCE AWARD  
U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

FORM CD-450 (REV 10/16)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	
<b>FINANCIAL ASSISTANCE AWARD</b>				FEDERAL AWARD ID NUMBER <b>07-79-07952</b>	
RECIPIENT NAME <b>City of Las Vegas</b>			PERIOD OF PERFORMANCE Grant Officer's signature through 09/30/2026		
STREET ADDRESS <b>495 South Main Street</b>			FEDERAL SHARE OF COST \$ <b>1,311,480</b>		
CITY, STATE, ZIP CODE <b>Las Vegas, NV 89101</b>			RECIPIENT SHARE OF COST \$ <b>327,870</b>		
AUTHORITY <small>42 U.S.C. 3149 and 3233, Sections 209 and 703 of the Public Works and Economic Development Act of 1985 (Public Law 89-136), as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373).</small>			TOTAL ESTIMATED COST \$ <b>1,639,350</b>		
CFDA NO. AND NAME <b>11.307 / Economic Adjustment Assistance Program</b>					
PROJECT TITLE <b>Foundations for the Redevelopment of Historic Jackson Avenue</b>					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R &amp; D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS</p> <p><input type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHER(S): <u>13 C.F.R. Chapter III, Department of Commerce, Economic Development Administration</u></p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE	
Sheba Person-Whitley, Regional Director			SHEBA PERSON-WHITLEY <small>Digitally signed by SHEBA PERSON-WHITLEY Date: 2023.09.12 13:13:59 -0700</small>		09/12/23
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
Mayor Carolyn G. Goodman, City of Las Vegas					

APPROVED AS TO FORM: \_\_\_\_\_

Attest By: Julia D. Holmes 10/11/23  
Julia D. Holmes, MMC, City Clerk    W. A. Geleke    Date  
Deputy City Attorney

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**EXHIBIT B**

SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

**NON-CONSTRUCTION PROJECTS:** Economic Adjustment Assistance, Short Term Planning, and Technical Assistance (both University Centers and Local Technical Assistance) Programs under Sections 203, 207 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 and 3149

<b>Project Title: Foundations for the Redevelopment of Historic Jackson Avenue</b>	
<b>Recipient Name: City of Las Vegas</b>	<b>Project Number: 07-79-07952</b>

1. **AUTHORIZED SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed *Amendment to Financial Assistance Award* (Form CD-451).

The *Authorized Scope of Work* for this project includes:

1. Hire a Program/Grant Manager
2. Conduct Enhanced Feasibility Study
  - a. Zoning, Infrastructure study, environmental study, market analysis
3. Technical Assistance on land development for property owners

City of Las Vegas deliverables will include:

- Enhanced Feasibility Analysis outcomes include the following research/plans/reports:
- Development Analysis report specifying the projected density of development that is sustainable on Jackson Ave., an analysis of existing and projected needed infrastructure for redevelopment of Jackson Ave, and the feasibility and cost of utilizing sustainable alternatives such as solar grid or water conservation.
- Market Analysis that will guide sustainable and resilient business development along Jackson Avenue, including population characteristics and trends, sales gap and spend recapture, business inventory and needs for development, and transformation and marketing strategies that will enable Jackson to attract and maintain economic viability.
- Pattern Book for Jackson Avenue that will guide land developers in the general aesthetic for the area. Building from collaboration with the community and incorporating past design elements that will create a unique and vibrant look and feel for the area. The book may also include sample plan drafts for owners to use and build from.

No construction activities are permitted under this Award.

2. The Recipient Contact's name, title, address, telephone number, and email address are:

Ryan Smith City of Las Vegas Phone: 702.229.3268 Email: rysmith@lasvegasnevada.gov	Director of Economic and Urban Development 495 S. Main Street Clark County Las Vegas, NV 89101-6318
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Sheba Person-Whitley, Regional Director Phone: 206.684.8090 Email: SPerson@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Shalini Bansal Supervisory Program Manager Phone: 206.220.7690 Email: SBansal@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

LaTarche Collins Economic Development Specialist Phone: 206.900.5220 Email: LCollins@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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6. **CONTACT CHANGES:** Changes to the contact information above may be made in writing by the EDA Project Officer without an amendment on Form CD-451.

7. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are incorporated by reference into this Award:

- The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation; and
- Instructions on how to enroll and access funds in ASAP

Should there be a discrepancy among these documents, the Specific Award Conditions (this document) shall control.

**8. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award.....No later than 30 calendar days  
after receipt of  
Form CD-450/CD-451  
Submission of Final Project Progress Report.....October 31, 2026  
Authorized Award End Date.....September 30, 2026  
Submission of Final Financial Report (Form SF-425) ... No later than 120 calendar days  
from the Award End Date

The Recipient must diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule, and must promptly notify EDA in writing of any event that could substantially delay meeting any of the time limits set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA pursuing remedies for non-compliance, potentially including termination of the Award, in accordance with the regulations set forth at 2 CFR §§ 200.338–200.342.

**9. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

**A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements using the Department of the Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting <https://www.fiscal.treasury.gov/asap/>.

To receive disbursements, the Recipient must submit a “*Request for Reimbursement*” (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

*Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” and submit it to either: (1) the EDA Project Officer through a secured/encrypted email or, if coordinated with the EDA Project Officer, mail; or (2) Emailing NOAA’s Accounting Office at [edagrants@noaa.gov](mailto:edagrants@noaa.gov) through the secure Kiteworks system with a CC to the EDA Project Officer. The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.*

**B. REPORTS:**

a. Project Progress Reports: The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and

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accomplishments of the project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project performance.

Performance progress reports must be submitted to EDA in an electronic format no later than one month following the end of the semi-annual period. Reports must be in a clear format not exceeding 6 pages and must:

- i. Provide a concise overview of the activities undertaken during the semi-annual reporting period;
- ii. Document accomplishments, benefits, and impacts of the project. The Recipient should identify activities that have led to specific outcomes such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits;
- iii. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment;
- iv. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period;
- v. Outline challenges impeding or that may impede progress on the project over the next semi-annual reporting period and identify ways to address those challenges;
- vi. Outline any areas in which EDA assistance is needed to support the project; and
- vii. Provide any other information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Provide a high-level overview of the activities undertaken;
  - ii. Outline the specific regional need that the project was designed to address and update progress made during the award period that will mitigate need and advance economic development;
  - iii. Document the expected and actual economic benefits of the project as of the time that the report is written;
  - iv. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and
  - v. Provide any other information necessary to understand the project and its impacts.
- b. *Financial Reports*: The Recipient must submit a "*Federal Financial Report*" (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing it are available at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Reports are due no later than 1 month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 120 calendar days after the Award End Date specified on the Form CD-450 (or any subsequently executed Form CD-451). Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

- 10. PERFORMANCE MEASURES:** The Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916) must be submitted by Recipient to EDA on a semi-annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide Recipient with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the above-listed project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and

Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

**11. ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200.

Line-Item Budget:

A. Under the terms of the Award, the total approved/authorized budget is:

Federal Share (EDA)	\$ 1,311,480
Non-Federal Matching Share	\$327,870
Total Project Cost	\$1,639,350

B. Under the terms of this Award, the total approved line-item budget is:

Item	Federal Share	Non-Federal Share	Total
1. Personnel	\$0.00	\$0.00	\$0.00
2. Fringe Benefits	\$0.00	\$0.00	\$0.00
3. Travel	\$0.00	\$0.00	\$0.00
4. Equipment	\$0.00	\$0.00	\$0.00
5. Supplies	\$0.00	\$0.00	\$0.00
6. Contractual	\$1,311,480	\$327,870	\$1,639,350
7. Construction	\$0.00	\$0.00	\$0.00
8. Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$1,311,480	\$327,870	\$1,639,350
9. Indirect Charges	\$0.00	\$0.00	\$0.00
Total Project Cost	\$1,311,480	\$327,870	\$1,639,350

**12. FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the CD-450, whichever is less.

- 13. MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.
- 14. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Refund Checks, Interest, or Unused Funds: If the Recipient needs to return money to EDA, it may:
- a. Use the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
  - b. Contact the EDA project officer to see if alternative instructions for wire or paper checks are available from EDA. At this time, paper checks are not being accepted.
- 15. PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
- 16. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Procurement Standards of the Uniform Guidance as set out at 2 CFR part 200 and the EDA regulations contained in 13 CFR Chapter III, especially 13 CFR part 305 and 13 CFR § 302.17 ("Conflicts of Interest").
- 17. NON-RELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or movement of existing jobs from one region to another region in competition for those jobs. In the event EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.
- 18. DUTY TO REFRAIN FROM EMPLOYING CERTAIN EDA EMPLOYEES:** For the two-year period beginning on the date the Grants Officer executes this Award, Recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the Grants Officer executes this Award or within the one-year period prior to that date: (a) served as an officer, attorney, agent, or employee of EDA; and (b) occupied a position or engaged in activities that the Assistant Secretary for

Economic Development determines involved discretion with respect to the granting of financial assistance under any EDA program.

This Specific Award Condition is not applicable if Recipient is an Indian Tribe, a State, county, city, or other political subdivision of a State, or a public institution of higher education.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the Grants Officer executes any cost amendment to this Award that provides additional funds to Recipient.

**19. REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that the Recipient's application for this Award may have been submitted and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which Recipient submitted its application or whether the Recipient or an authorized representative of the Recipient signed the application to the Government, the Recipient hereby reaffirms and states that:

- A. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- B. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- C. Recipient has read, understood, and will comply with all terms of this Award, including all Assurances and Certifications submitted with the application.

The term "application" includes all documentation and any information provided to the Government as part of, or in furtherance to, the request for funding, including submissions made in response to requests for information made by the EDA after submission of the initial application.

**20. WASTE, FRAUD AND ABUSE;** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event

there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-U.s.aspx>, as soon as possible.

- 21. FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 CFR part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.
- 22. STAFFING CHANGES:** In the event of a change in the key professional staff positions related to project management, the Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of his or her resume within 30 business days of the selection.
- 23. TECHNICAL ASSISTANCE TO BUSINESSES:** Recipient shall advertise and make accessible any technical assistance offered to businesses as intended beneficiaries under this Award as widely as is reasonably permitted under the terms of this Award. Recipient shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under this Award.
- 24. REQUIRED PRIOR EDA APPROVAL FOR SOLE SOURCE ACQUISITION:** The Recipient should compete all contracts in accordance with the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance) as set out at 2 CFR part 200 and EDA Regulations. Acquisition through sole source requires prior EDA approval. To obtain this approval, provide EDA adequate documentation that sole source justifications can be made in accordance with the Uniform Guidance (see 2 CFR § 200.320(c)) at least 30 days prior to the proposed acquisition.