RESOLUTION NO. R-3-2024

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND THE CITY OF LAS VEGAS ("CITY") TO TRANSFER FUNDS TO THE CITY OF LAS VEGAS FOR THE PURPOSE OF MATCHING A GRANT RECEIVED BY THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT AGENCY ("EDA").

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, pursuant to NRS 279.462, the Agency may make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, NRS 279.486 provides that an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the construction of

any building, facility, structure or other improvement and installation of any improvement which is publicly or privately owned and located within or without the redevelopment area; and

WHEREAS, The City of Las Vegas ("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 ("Grant") in accordance with the Redevelopment Plan; and;

WHEREAS, the Grant the CITY has accepted is in accordance with the Redevelopment Plan; and

WHEREAS, the City Council of the city of Las Vegas has considered the findings that the implementation of the Grant is of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the city of Las Vegas has considered the findings that no other reasonable means of financing is available to match said Grant.

WHEREAS, the City Council of the city of Las Vegas has considered the undertakings of the Agency in connection with the Interlocal Agreement (the "Agreement" and attached hereto as **Exhibit A**), which provides for the transfer and use of funds for matching the Grant, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the city of Las Vegas hereby finds and determines that the activities of the Grant are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the city of Las Vegas hereby finds and determines there are no reasonable means of matching funds for the Grant; and

RESOLVED FURTHER, that the City Council of the city of Las Vegas hereby consents

to the undertakings of the Agency in connection with the Agreement concerning the transfer of funds as set forth in the Agreement.

THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted and approved this 7th day of February, 2024.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk
SECRETARY

APPROVED AS TO FORM:

_____ 1/4/24
Date

Crislove A. Igeleke
Deputy City Attorney

RESOLUTION NO. R-3-2024
Internal Agreement

Council Meeting 2/7/2024
Item # 35

EXHIBIT A
INTERLOCAL AGREEMENT

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 HUNDERED ELEVEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS ($1,311,480) with required TWENTY PERCENT (20%) matching share of THREE HUNDERED TWENTY-SEVEN THOUSAND EIGHT HUNDERED 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 30th, 2026 or completion of grant activities, whichever is latest?

III. RDA AGREES:

A. To transfer the matching share funds in the amount of THREE HUNDERED TWENTY-SEVEN THOUSAND EIGHT HUNDERED 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 Statues 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, 7th Floor
Las Vegas, NV 89101
(702) 229-6551

and Attn: John Ridilla
Assistant City Attorney
City of Las Vegas
495 S. Main Street, 6th 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, 6th 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.

PARTYPARTYPARTYH. 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.

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: Mike Janssen Date: 12/26/23

Printed Name: Mike Janssen
Title: Executive Director

Approved as to Form:

By: Date: 11/14/23

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

CITY OF LAS VEGAS

By: Date: 12/28/2023

Printed Name: ~~Caroline G. Goodman~~
Title: Mayor Carolyn G. Goodman, Mayor

Attest By: LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: Date: 11/14/23

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

EXHIBIT A

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

FORM CD-450
(REV. 10/18)

U.S. DEPARTMENT OF COMMERCE

☑ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
07-79-07952

RECIPIENT NAME
City of Las Vegas

PERIOD OF PERFORMANCE
Grant Officer's signature through 09/30/2026

STREET ADDRESS
495 South Main Street

FEDERAL SHARE OF COST
$ 1,311,480

CITY, STATE, ZIP CODE
Las Vegas, NV 89101

RECIPIENT SHARE OF COST
$ 327,870

AUTHORITY
42 U.S.C. 3149 and 3233, Sections 209 and 703 of the Public Works and Economic Development Act of 1965 (Public Law 89-136), as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)

TOTAL ESTIMATED COST
$ 1,639,350

CFDA NO. AND NAME
11.307 / Economic Adjustment Assistance Program

PROJECT TITLE
Foundations for the Redevelopment of Historic Jackson Avenue

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.

- ☑ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- ☐ R & D AWARD
- ☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT OF COMMERCE
- ☑ SPECIFIC AWARD CONDITIONS
- ☐ LINE ITEM BUDGET
- ☑ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- ☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- ☐ MULTI-YEAR AWARD, PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- ☑ OTHER(S): 13 C.F.R. Chapter III, Department of Commerce, Economic Development Administration

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Sheba Person-Whitley, Regional Director — SHEBA PERSON-WHITLEY — Digitally signed by SHEBA PERSON-WHITLEY Date: 2023.09.12 13:13:51 -07'00'

DATE
09/12/23

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Mayor Carolyn G. Goodman, City of Las Vegas

DATE

APPROVED AS TO FORM:

Attest By: Lisa D. Dickens, MMC, City Clerk

Crislove A. Igeleke — 10/1/23 Date
Deputy City Attorney

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

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

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

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

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

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

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 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

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