

Subaward No. C784_ RCDI24
between
Rural Community Assistance Corporation
and
City of Douglas

I.

	Awarding Agency:	US Department of Agriculture, Rural Housing Service
	Awarding Agency Contact information:	US Department of Agriculture (USDA) PO Box 291658 Phelan CA 92329-1658
	Pass through Entity:	Rural Community Assistance Corporation (RCAC)
	Subrecipient Name:	City of Douglas
	Subrecipient's Unique Entity ID Number:	KFGNFMWR35A6
	Federal Award Identification Number (FAIN):	04-057-942512284-59
	Federal Award Date:	October 1, 2024
	Subaward period of performance:	May 1, 2025 - September 30, 2027
	Amount of Federal Funds obligated by this action:	\$500,000
	Total amount of federal funds obligated to subrecipient:	\$45,000
	Total Amount of Federal Award:	\$500,000
	Federal Award Project Description:	Rural Community Development Initiative
	Assistance Listing Number (ALN):	10.446
	Indirect Cost Rate:	15%

This Agreement is entered into on May 5, 2025, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA **City of Douglas**, a government entity, 425 10th Street, Douglas, AZ 85607. US Department of Agriculture, Rural Housing Service has provided an award to RCAC and RCAC hereby agrees to subaward and Subrecipient agrees to accept subgrant of a portion of the award.

I. Task Orders

Subrecipient shall provide the professional services (Services) as specified in authorized Task Orders. Subrecipient shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders.

II. Performance Period

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subrecipient Responsibilities

In addition to all other obligations contained herein, Subrecipient agrees:

- A. To comply with all conditions of the RCAC grant agreement with US Department of Agriculture, Rural Housing Service (Attachment D).
- B. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- C. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- D. To comply, at Subrecipient's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer;
- E. That Subrecipient is an independent organization and not the agent, employee or servant of RCAC, and that:
 - 1. Subrecipient does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 - 2. Subrecipient has and hereby retains full control of and supervision over the performance of Subrecipient obligations and full control over any persons employed by Subrecipient for performing the Services;
 - 3. Subrecipient shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subrecipient or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes;
 - 4. Subrecipient shall not sub-grant, contract, or otherwise obtain services of a third party to

perform activities which are central to the purposes of this agreement without prior authorization from RCAC;

5. Subrecipient must be in good standing under the laws where it proposes to provide services;
6. Subrecipient must be authorized to do business in the state where it proposes to provide services;

IV. Funding

A. Payment

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Subrecipient the amount set forth in the Task Order, subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

- B. The obligation of RCAC to make payments under this agreement is subject to the availability and receipt of funds provided for in the grant agreement between RCAC and Federal Awarding Agency. In the event these funds for any reason become unavailable in the amounts specified in the original grant award, the work of the subrecipient and any payments due will be reduced proportionately.

Subrecipient acknowledges this grant is provided on a cost reimbursement basis. Allowable costs are costs incurred in the performance of this sub award that are determined by RCAC to be allowable, allocable and reasonable in accordance with:

1. Provisions of this agreement
2. Applicable Federal cost principles as outlined in cost principles in Uniform Guidance 2 C.F.R. 200 Subpart Part E If this Circular is revised during the period of performance of this Sub-award the most recent revision will apply. If OMB replaces this circular during the period of performance, the successor rules will apply.

In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subrecipient shall notify RCAC in writing if Subrecipient has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

C. Disputes

In the event that RCAC disputes any payment request item, RCAC will notify Subrecipient within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subrecipient will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

No payment shall be approved for the Subrecipient if there is an overdue activity report until the report has been submitted and approved.

V. Management of Grant Funds

Agreement funds are federal funds and as such, Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 C.F.R. 200.

In addition to the financial reports required to be submitted to RCAC, Sub recipient hereby

agrees to comply with any and all RCAC requests for financial information and documentation including financial audits conducted during the Agreement period.

Sub-grantee agrees to remain fully informed of all laws and regulations that apply to the Sub-subrecipient and will give RCAC prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice constitutes a material breach of the Agreement. Notices shall be sent to:

Rural Community Assistance Corporation,
Grants and Contracts Administration
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691

VI. Reporting

Subrecipient is required to electronically submit

A. Quarterly Reporting

B. Final Reporting

A final narrative report of not more than five single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. Include such items as:

1. Summarize the outcomes of activities that Subrecipient undertook
2. Problems/challenges encountered.
3. Lessons Learned, Best Practices

VII. Indemnification

Both parties covenants and agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless the other party, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against the other party, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by both parties, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Both parties' obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

VIII. Insurance

- A. By execution of this Agreement, Subgrantee agrees that the required insurance policies shall be in effect at all times during the term of this Agreement. The Subgrantee agrees to submit a Certificate of Insurance naming RCAC as an additional insured. Subgrantee shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement. If said insurance coverage expires at any time during the Agreement, Subgrantee agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.
- B. Subgrantee shall maintain standard Workers' Compensation as required by law in state where service is performed. Subgrantee shall obtain Fidelity Bond coverage or honesty insurance in an amount that is at least equal to \$100,000 with RCAC named as an additional insured.
- C. Subgrantee shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance with RCAC named as an additional insured must be supplied to RCAC throughout the term on this agreement.

D. Subgrantee shall maintain its insurance coverages in the amount presently held (at the time of execution of this Agreement).

IX. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

A. Notices to RCAC shall be addressed to:

Rural Community Assistance Corporation, Grants and Contracts Administration
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

B. Notices to Subrecipient shall be addressed to:

Daritza Villalobos, Grants/CMO Project Coordinator
City of Douglas
425 10th Street, Douglas, AZ 85607

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

X. Termination

In the event that the subrecipient fails to comply with subaward terms and conditions, RCAC shall take enforcement action prescribed in 2 CFR §200.338 (Remedies for noncompliance including termination). Each party agrees not to terminate this Agreement during the Agreement period of May 1, 2025 through September 30, 2027, except for good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Subrecipient shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

XI. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

XII. Authority

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

XIII. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: RCAC Financial Forms

Attachment C: Representations and Certifications Form

Attachment D: RCAC grant agreement with USDA, Rural Housing Service

Attachment E: Scope of Work and Budget

XIV. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XV. Severability

Any Agreement terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Agreement terms and provisions invalid or unenforceable.

XVI. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects or activities that flow from this Agreement (Attachment C).

XVII. Debarment

Subrecipient hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVIII. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they maintain a drug free workplace (Attachment C).

XIX. Non-Disclosure

Any information consultant learns within the scope of this engagement will be considered confidential and remain the intellectual property of RCAC. Any information gained shall not be shared with any other party without express authorization from RCAC.

XX. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms

of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause

Subrecipient hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.

XXI. Procurement

Subrecipients agrees to use its own documented procurement procedures which reflect applicable Federal State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal, State and Local and tribal laws.

XXII. Internal Controls

Subrecipient agrees to establish and maintain effective internal control over the subaward that provides reasonable assurance that the subrecipient is managing the subaward in compliance with applicable Federal, state and local statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The subrecipient agrees to:

- A. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- B. Evaluate and monitor its compliance with statutes, regulations and the terms and conditions of Federal awards.
- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- D. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or RCAC designates as sensitive or considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

XXIII. Publication, Reproduction and Use of Material

As a condition to the Agreement, Subrecipient agrees to provide RCAC one electronic copy of all written materials used during any training or technical assistance provided under Attachment

A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XXIV. Confidentiality

Any reports, information or data given to, prepared or assembled by Subrecipient under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subrecipient without prior written approval from RCAC.

XXV. Record Keeping

The subrecipient agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes. All records maintained by Subrecipient shall meet the OMB requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles).

XXVI. Inspections

Subrecipient agrees that RCAC or their designated representative shall have the right to review and to copy any relevant books, financial statements, records and supporting documentation (written, electronic, computer related or otherwise) pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer retention period is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXVII. Audits

If applicable, non-federal entities that expend \$1,000,000 in federal awards or more per year shall conduct a single or program audit for that year in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements). Non-federal entities that expend less than \$1,000,000 in federal awards per year are exempt from federal audit requirements for that year. All records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity and General Accounting Office (GAO).

- A. The auditee shall prepare a schedule of federal award expenditures for the period covered by the auditee's financial statements. The auditee shall provide total federal awards expended for each individual federal program and the Assistance Listing Number (ALN) or other identifying number when the ALN information is not available.
- B. Subrecipients shall submit one electronic copy of the required audit report to RCAC within six months of the end of the Subrecipient's fiscal year. If Subrecipient is subject to A-133 single audit, it is required to upload its audited financial statement to federal audit clearing house within nine months after its fiscal year end. If there are some issues to meet these deadlines, Subrecipient should notify RCAC immediately. *Submit audit reports to: Rural Community Assistance Corporation, Attention: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 or email gca.support@rcac.org.*
- C. All Agreements entered into by Subrecipient with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized state or federal government representative access to the working papers of said audit firm(s).

XXVIII. Close-out

Subrecipient agrees to submit no later than **30 calendar days** after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the sub-award. RCAC may approve extensions when requested by the subrecipient. Unless RCAC authorizes an extension, the sub recipient must liquidate all obligations incurred under the Federal award not later than 30 calendar days after the end date of the period of performance as specified in the terms and conditions of the sub-award.

XXIX. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXX. Dispute Resolution/Arbitration

RCAC and the Subrecipient hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subrecipient's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subrecipient hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

XXXI. No Action Pending

Subrecipient represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subrecipient, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient, or to impair the ability of Subrecipient to perform their respective obligations under this Agreement.

Subrecipient shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subrecipient that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient.

XXXII. Non-Delinquency

Please check the appropriate statement:

- ☐ Not delinquent on any federal debt
- ☐ Delinquent on any federal debt

XXXIII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Subrecipient with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling.

This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subrecipient as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax

City of Douglas
425 10th Street,
Douglas, AZ 85607
520/417-7303



Ari Neumann
Chief Impact and Policy Officer

Subgrantee Signature

Name/Title

5/14/25

Date

Date

Tax ID Number


ATTACHMENT A

Task Order



**Rural Community Assistance Corporation
Task Order Form #1**

UID: C784_PO#1402	Performance Period: May 1, 2025 through September 30, 2027
Funding Source: RCDI 24 (City of Douglas)	Contact/Telephone no.: Daritza Villalobos, Grants/CMO Project Coordinator 520/417-7303 daritza.villalobos@douglasaz.gov
Issued to: City of Douglas 425 10th Street, Douglas, AZ 85607	
Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	Contact/telephone no.: Elizabeth Bernal, Community Economic Development Consultant III 505/884-4829 elizabeth.bernal@rcac.org
Scope of Work: <ul style="list-style-type: none">• Increase City of Douglas capacity to actively co-facilitate the SGR workshop series and provide one-on-one technical assistance to current and aspiring entrepreneurs. List of Deliverables: <ul style="list-style-type: none">• See Attachment E Scope of Work and Budget.	
Penalties: <p>Failure to perform as required could result in termination of this agreement. Failure to comply with any performance standard will be considered a violation and will result in RCAC withholding payment until the violation is corrected. RCAC will notify City of Douglas of missed performance measures and require a formal response to the performance issue prior to continuing payments for services under this agreement.</p>	
Compensation: <ul style="list-style-type: none">▪ RCAC will reimburse Subgrantee for allowable expenses, based on documented actual costs and approved overhead, up to the amount of \$45,000.▪ All requests for payments must reference C784_PO#1402/RCDI24 (City of Douglas), Task Order No. 1, and include an invoice on letterhead signed by an authorized representative of City of Douglas.▪ Subgrantee will invoice quarterly in arrears of performing the work.▪ Email payment requests to gca.support@rcac.org or through mail at RCAC, Attn: GCA, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.▪ <i>All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.</i>	
All terms and conditions included in Subaward No. C784_RCDI24_BRE are applicable to this Task Order.	

Signature for RCAC: 	Name and title: Ari Neumann Chief Impact and Policy Officer	Date: 5/14/25
Signature for City of Douglas:	Name and title: Ana Urquijo City Manager	Date:

ATTACHMENT B

Financial Forms

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Douglas	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 425 E 10th Street 6 City, state, and ZIP code Douglas AZ 85607 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="13">or</td></tr><tr><td colspan="13">Employer identification number</td></tr><tr><td>8</td><td>6</td><td></td><td></td><td>-</td><td>6</td><td>0</td><td>0</td><td>0</td><td>2</td><td>4</td><td>1</td><td></td></tr></table>	Social security number														-				-					or													Employer identification number													8	6			-	6	0	0	0	2	4	1	
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	<table><tr><td>Sign Here</td><td>Signature of U.S. person <i>Alejandro Martinez</i></td><td>Date 04/22/2025</td></tr></table>	Sign Here	Signature of U.S. person <i>Alejandro Martinez</i>	Date 04/22/2025
Sign Here	Signature of U.S. person <i>Alejandro Martinez</i>	Date 04/22/2025		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT C

RCAC Representations and Certifications Form



Rural Community Assistance Corporation Representations & Certifications Form

Fillable form instructions: Click into each gray box that says "Click here to enter text." Replace appropriate boxes with an "X".

1. Company Name: City of Douglas

2. Type of Organization: Subrecipient represents and certifies that it operates as:
(Check only one box below)

☐ an individual;

☒ a nonprofit organization (Includes local governments and tribes);

☐ a partnership;

☐ a joint venture; or

☐ a corporation incorporated under the laws of the state of: Click here to enter text.

3. Taxpayer Identification

In order to comply with reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), the following information must be furnished:

Business Entities – Tax ID No.: 86-6000241

Consultants – DUNS No.: Click here to enter text.

Individuals Only – Social Security No.: Click here to enter text.

4. Debarment and/or Suspension: By checking these boxes, Consultant certifies that it and its principals:

- ☐ are ☒ are not presently debarred, suspended or proposed for debarment or declared ineligible for award of contracts by any Federal Agency,
- ☐ have ☒ have not, within the last three years, been convicted of fraud or a criminal offense in obtaining, attempting to obtain or performing a public contract or subcontract; violation of anti-trust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion or receiving stolen property;
- ☐ are ☒ are not presently indicted or charged with fraud or a criminal offense under a public contract; and
- ☐ have ☒ have not, within the past three years had one or more Federal contracts terminated for default.

5. Drug Free Workplace

- ☒ By checking this box, Consultant certifies it is a Drug Free Workplace as specified in the Drug Free Workplace Act.

6. Lobbying

- ☒ By checking this box, Consultant certifies it shall refrain from all lobbying activities if such activities involve the use of any funds that are subject to this contract or any other funds, programs, projects or activities that flow from this contract.

7. Procurement and Conflict of Interest:

- **By checking this box** Consultant certifies that it has an active and enforced procurement and conflict of interest policy that is consistent with the provision 40 CFR 30.42 Codes of Conduct and 2 CFR 200.318(c)(1). Subrecipient also certifies that, to the best of Subrecipient's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a timely manner sufficient to enable timely financial conflict of interest reporting.

8. Business Classification:

A. Small Business (SB) Concern:

- ☐ **is**, ☒ **is not**, a SB concern. A SB concern is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

If Consultant is a SB concern and is not the manufacturer of the supplies offered, it also represents that all supplies to be furnished hereunder

- ☐ **will**, ☒ **will not**, be manufactured or produced by a SB concern in the U.S., its territories, its possessions or the Commonwealth of Puerto Rico.

B. Small Disadvantage Business (SDB) Concern:

- ☐ **is**, ☒ **is not**, a SDB concern. Small disadvantaged business concern, as used in this provision means a small business concern that: 1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly unconditionally owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and 2) has its management and daily business controlled by one or more such individuals. "Joint ventures," ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Registered as State Minority? Yes ☐ No ☐ If yes, what state? _____

What agency? _____

C. Women-owned Small Business (WOSB) Concern:

- ☐ **is**, ☒ **is not**, a WOSB concern. A WOSB concern, as used in this provision, means a SB that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent is owned by one or more women and whose management and daily business operations are controlled by one or more women.

D. HUB Zone:

- ☐ **is**, ☒ **is not**, small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.

E. Veteran Owned Small Business (VOSB):

- ☐ is, ☒ is not a small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.

F. **Service Disable Veteran Owned Small Business (SDVOSB):**

- ☐ is, ☒ is not a small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.

Signed: Ana Urquijo

Date: 1/14/2025

Name: Ana Urquijo Title: City Manager

Company Name: City of Douglas

Address: 425 E 10 Street Douglas, Az 85607

Phone: 520-417-7300

Fax: N/A

ATTACHMENT D

RCAC grant agreement with
USDA, Rural Housing Service

**United States Department of Agriculture
Rural Housing Service**

Rural Community Development Initiative Grant Agreement

THIS GRANT AGREEMENT (Agreement), effective the date the Agency official signs the document, is a contract for receipt of grant funds under CDFA Number 10.446 Rural Community Development Initiative (RCDI), authorized under the Consolidated Appropriations Act, 2024 (Pub. L. 118–42), the Further Consolidated Appropriations Act, 2024 (Pub. L. 118–47) and applicable Notice of Funding of Availability (NOFA) (89 FR 48870-48881, June 10, 2024).

BETWEEN RURAL COMMUNITY ASSISTANCE CORPORATION

a private or public or tribal organization, (Grantee or Intermediary) and the United States of America acting through the Rural Housing Service, Department of Agriculture, (Agency or Grantor), for the benefit of recipients listed in Grantee's application for the grant.

WITNESSETH:

The amount of the grant is \$500,000 (Grant Funds). Matching funds, in an amount equal to the Grant Funds, will be provided by Grantee. Grantor agrees that it will make available to Grantee for the purpose of this Agreement funds in an amount not to exceed the Grant Funds. The funds will be disbursed to Grantee on a pro rata basis with the Grantee's matching funds. The Grantee and Agency will execute Form RD 1940-1, "Request for Obligation of Funds" before this Agreement becomes effective.

WHEREAS,

Grantee will provide a program of financial and technical assistance to build capacity and ability of nonprofit organizations, low-income rural communities, or federally recognized tribes to undertake projects in the areas of housing, community facilities, or community and economic development in rural areas.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

- A. Use Grant Funds only for the purposes and activities specified in the application package approved by the Agency (see Attachment B)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0180. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information.

including the approved budget in accordance with 2 CFR 200.308 and 2 CFR 200.407;

- B. Charge any expenses for travel and per diem that will not exceed the rates permitted under 2 CFR 200.475;
- C. Charge any meeting expenses in accordance with 31 U.S.C. 1345. Grant Funds may not be used for travel, transportation, and subsistence expenses for a meeting. Matching funds may be used to pay these expenses. Any meeting or training not delineated in the application must be approved by the Agency to verify compliance with 31 U.S.C. 1345;
- D. Provide periodic reports as required by the Agency, in accordance with 2 CFR 200.329. Specifically:
 - (1) SF-425, "Federal Financial Report" and SF-PPR, "Performance Progress Report" will be required on a quarterly basis (due 30 calendar days after each calendar quarter). Quarterly end dates are 3/31, 6/30, 9/30 and 12/31. A final report may serve as the last quarterly report. Grantee shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The performance narrative on the Performance Project Report shall include, but is not limited to, the following:
 - i. Describe the activities that the funds reflected in the financial status report were used for;
 - ii. A comparison of actual accomplishments to the objectives for that period;
 - iii. Reasons why established objectives were not met, if applicable;
 - iv. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;
 - v. Problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation;

- vi. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned;
- vii. Objectives and timetables established for the next reporting period;
- viii. Summary of the race, sex, and national origin of the recipients and a summary from the recipients of the race, sex, and national origin of the beneficiaries; and
- ix. The final report (due 120 calendar days after the period of performance end date) will also address the following:
 - (a) What have been the most challenging or unexpected aspects of this program?
 - (b) What advice would you give to other organizations planning a similar program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
 - (c) Are there any post-grant plans for this project? If yes, how will they be financed?
 - (d) Will this program continue after closing of the grant?
 - (e) Were the recipient(s)' goals accomplished?
- x. A summary at the end of the final report with the following elements to assist in documenting the annual performance goals of the RCDI program for Congress;
 - (a) Housing
 - Number of households assisted (This is applicable to the recipient reporting the number of classes provided to beneficiaries)
 - (b) Community Facilities
 - Number of projects developed (pre-development requirements, (e.g., professional services, architectural, engineering, legal))
 - (c) Community & Economic Development
 - Number of businesses assisted

- Number of projects developed (business plans, toolkits, etc.)

(d) Applicable to all

- Total number of jobs created as a result of assistance
- Total number of jobs saved as a result of assistance
- Number of communities/or population assisted
- Hours of technical assistance provided
- Number of workshops conducted

(2) The Agency may make site visits as warranted by program needs.

- E. Any default or noncompliance will be subject to provisions in accordance with 2CFR 200.339 and 340;
- F. In accordance with 2 CFR 200.328, the Agency solicits the collection of financial information. This information will be collected annually. The Grantee will provide financial management systems which will include:
1. Identification, in its accounts, of all Grants received and expended and the Federal programs under which they were received. Federal program and federal award identification must include, as applicable the CFDA title and number, Federal Award Identification Number (FAIN) and year, and name of the Federal agency.
 2. Accurate, current, and complete disclosure of the financial results of each grant in accordance with 2 CFR Parts 200 and 400. Financial reporting will be submitted annually on an accrual basis. If the Grantee maintains their books on other than an accrual basis, the Grantee is not required to establish an accrual accounting system, but all reports must be in an accrual format.
 3. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest and supported by source documentation.
 4. Effective control over and accountability for all funds, property,

and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes under 2 CFR Parts 200 and 400.

5. Comparison of expenditures with budget amounts for each Federal award.
 6. Written procedures to implement the requirements of 200.305 Payment.
 7. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of Part 200 and the terms and conditions of the Federal award.
- G. In accordance with 2 CFR 200.334, financial records, supporting documents, statistical records, and all other Grantee records pertinent to the grant generally must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Agency. Limited exceptions are provided in 2 CFR 200.334;
- H. The Grantee will comply with audit requirements in 2 CFR 200, Subpart F.
- I. Not encumber, transfer or dispose of the equipment or any part thereof, acquired wholly or in part with Grantor funds without the written consent of the Grantor in accordance with 2 CFR §200.313; and
- J. In accordance with 2 CFR 200.314, supplies, title to supplies will vest in the Grantee upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federal award, the Grantee must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Agency for its share;
- K. Not duplicate other program activities for which monies have been received, are committed, or are applied to from other sources (public or private);

- L. The Grantee must have a Unique Entity Identifier (UEI) in order to apply for, receive, and report on a Federal award. The Unique Entity Identifier may be obtained from www.sam.gov. *The Unique Entity Identifier* is a 12-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify entities. Additionally, the Grantee must comply with the additional requirements set forth in Attachment D regarding the UEI Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25. For the purposes of this Agreement, “you” in Attachment C shall mean “Grantee” as defined hereunder;
- M. The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at [2 CFR Part 25](#) Financial Assistance Use of Universal Identifier and Central Contractor Registration and [2 CFR Part 170](#) Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at [10 U.S.C. 2409](#), [41 U.S.C. 4712](#), [10 U.S.C. 2324](#), [41 U.S.C. 4304](#) and 4310. See also 2 CFR 200.113 and 200.111-112.

Both Parties Agree:

- A. The Agency will make payments under this agreement in accordance with 2 CFR 200.305. Advance payments are made when the Grantee maintains or demonstrates the willingness to maintain both written procedures to minimize the delay of transfer of funds and financial management systems for fund control and accountability. When these requirements cannot be met, reimbursement method of payment will be used. The Grantee shall request reimbursement or advance of Grant Funds, as applicable, by using Form SF 270, “Request for Advance or Reimbursement.” All requests for advances or reimbursements must include matching fund usage. Matching funds must be at least equal to the grant amount requested;
- B. Grantee may revise its budget and/or program plans with prior Agency written approval in accordance with 2 CFR 200.308;
- C. Any Grant Funds disbursed and not needed for grant purposes will be returned immediately to the Grantor;
- D. The Agency will provide notice of any termination and appeal rights in accordance with 2 CFR 200.340, 200.341. Additionally, the provisions of 2 CFR 200.339 and 200.472 apply;

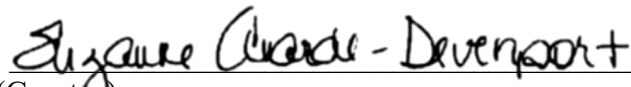
- E. In accordance with 2 CFR 200.300, statutory and national policy requirements, Grantees will comply with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 and Executive Order 12250. Each recipient must sign Form RD 400-4, "Assurance Agreement";
- F. All contracts made by the Grantee under the Grant must contain the provisions as outlined in Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;
- A. The provisions of 2 CFR parts 200 and 400 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the fiscal year 2024 "Notice of Funding of Availability (NOFA) Announcing the Acceptance of Applications for the Rural Community Development Initiative (RCDI) (authorized under the Consolidated Appropriations Act, 2024 (Pub. L. 118-42), and the Further Consolidated Appropriations Act, 2024 (Pub. L. 118-47). and applicable NOFA (89 FR 48870 - 48881, June 10, 2024)" are incorporated herein and made a part hereof by reference; and
- B. THE AGENCY MUST MANAGE AND ADMINISTER THE GRANT IN A MANNER SO AS TO ENSURE THAT FEDERAL FUNDING IS EXPENDED, AND ASSOCIATED PROGRAMS ARE IMPLEMENTED IN FULL ACCORDANCE WITH U.S. STATUTORY AND PUBLIC POLICY REQUIREMENTS: INCLUDING, BUT NOT LIMITED TO, THOSE PROTECTING PUBLIC WELFARE, THE ENVIRONMENT, AND PROHIBITING DISCRIMINATION.**

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed by:

Rural Community Assistance Corporation

Attest:



By: 
(Grantee)

(Title) CEO

Date 9/27/2024

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By _____
(Grantor) (Name)

(Title) _____

(Address) _____

Date (Federal Award Date) _____

Attachment A

[Information specific to this grant]

Attachment B

[Application proposal submitted by Grantee]

Attachment C

[Reporting Subawards and Executive Compensation]

Attachment D

[Central Contractor Registration and Universal Identifier Requirements]

**United States Department of Agriculture
Rural Housing Service**

**ATTACHMENT A
Rural Community Development Initiative Program**

[The information in this Attachment is specific to this grant.]

Name of Grantee: Rural Community Assistance Corporation

Unique Entity Identifier: CU36CMXU32A1

Project type (i.e., R&D, T&A): RCDI FY 2024 – Technical Assistance and Training

Project description: Funds will be used to provide a program of financial and technical assistance to build the capacity of five recipients. The recipients will develop capacity through training to address sustainable economic and community development programs as well as affordable housing development to promote self-sufficiency for low-income, underserved rural and tribal communities.

Federal Award Date:

Period of Performance

Beginning date: _____ Ending date: _____

Amount of Federal Funds Obligated by this action:

Total amount of Federal Funds Obligated:

Total Amount of the Federal Award:

Project Budget:

Total estimated project cost:	<u>\$1,000,000</u>
Grant amount:	<u>\$500,000</u>
Match amount:	<u>\$500,000</u>

Indirect Cost Rate: 32%

Attachment C

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization; and,
- iv. A domestic or foreign for-profit organization.

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT D

I. System for Award Management and Universal Identifier Requirements

A. Requirement for the System for Award Management (SAM)

Unless you are exempted from this requirement under [2 CFR 25.110](#), you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Unique Entity Identifier (UEI)

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its Unique Entity Identifier number to you.
2. May not make a subaward to an entity unless the entity has provided its UEI number to you.

C. Definitions

For purposes of this award term:

1. The System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique Entity Identifier means the 12-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify entities. A Unique Entity Identifier may be obtained from www.sam.gov.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. _____.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

ATTACHMENT E

Scope of Work & Budget

This Task Order details the responsibilities of the City of Douglas, Arizona, the Community Coordinator(s), and Rural Community Assistance Corporation to increase the CC's capacity to undertake work that will promote community and economic development in the City of Douglas.

Scope of Agreement:

City of Douglas Responsibilities:

- Designate or hire one or more individuals to fulfill the role of Community Coordinator (CC) to facilitate and implement City of Douglas work related to the scope of this grant for community economic and entrepreneurship development.
- Provide adequate office space and electronic communications for the CC(s).
- Work with RCAC staff to create a 3-year plan that supports the City of Douglas long-term economic development.
- Submit quarterly progress reports to RCAC prior to January 31st, April 30th, July 31st, and October 15th that includes: a) a narrative description of progress toward the responsibilities, outputs and outcomes listed above; and b) justification of expenditures to-date of funds and corresponding leverage funds toward the CC's compensation and/or payment of other expenses in support of the CC function detailed in this Task Order.
- Progress Reports must be submitted in a timely manner. Failure to do so may result in non-payment of the reimbursement and cancellation of Task Order.

Reporting Periods	Start	End	Due by
Quarter 1	October 1 st	December 31 st	January 31 st
Quarter 2	January 1 st	March 31 st	April 30 th
Quarter 3	April 1 st	June 30 th	July 31 st
Quarter 4	July 1 st	September 30 th	October 15 th

- Any other Org specific responsibilities based on work goals

Community Coordinator Responsibilities:

- Work with the RCAC BRE Team to prepare a detailed work plan that will be reviewed and updated quarterly.
- The CC, with the assistance of the RCAC BRE Team, will coordinate a Start Grow Revive workshop series focused on entrepreneurial development:
 - Conduct community outreach and register workshop participants.
 - Work with workshop participants on 'action items' between workshop sessions which may include phoning or emailing participants as well as in-person meetings to provide guidance and technical assistance.

- Participate in all RCAC-sponsored phone calls and trainings as well as online and/or on-site technical assistance visits as practicable after the workshops.
- Report all relevant project activities and impact information to RCAC quarterly to ensure compliance with Federal grant reporting requirements.
- Any other CC Specific responsibilities based on goals of work
- Goal Outputs & Outcomes:
 1. Completion of the SGR Workshop Series
 2. Register up to 30 participants for the SGR workshop series
 3. Provide one on one technical assistance to up to ten current and/or aspiring entrepreneurs after the workshops focused on small business start-up and/or expansion
 4. Assist current and/or aspiring entrepreneurs in creating five new jobs through direct or indirect effect of the workshops and technical assistance

RCAC Partnership Responsibilities:

- RCAC will pay \$45,000 toward compensation of the CC and/or other expenses in support of the CC function detailed throughout this Task Order.
- Work with the City of Douglas to complete a 3-year workplan
- Any other specific commitments RCAC is making to City of Douglas related to goals
- Provide coaching and hands-on training for facilitating the SGR workshop series and developing an action plan.
- Provide coaching and hands-on training to the CC through a) phone or web-based calls b) on-site visits c) training workshops and webinars as per the workplan d) email and phone support as needed

RCDI 24 Three Year Budget
City of Douglas

Item	Total Budget	24/25 Budget	25/26 Budget	26/27 Budget
Salaries	\$34,029.00	\$11,343.00	\$11,343.00	\$11,343.00
Fringe	\$2,722.32	\$ 907.44	\$907.44	\$907.44
Supplies	\$2,379.11	\$1,190.00	\$1,189.11	
Indirect (15%)	\$5,869.57	\$2,016.07	\$2,015.93	\$1,837.57
Total	\$45,000.00	\$15,456.51	\$15,455.48	\$14,088.01

Salaries: This item represents The Community Coordinator. It is anticipated that the CC will dedicate approximately 20 hours per month to the project over a three-year period at \$25 per hour.

Fringe: 8%

Supplies: Workshop materials including markers, flip charts, etc.

Indirect: The City of Douglas uses the Federal *De Minimis* Rate of 15%