

Form RD 4280-2
(Rev 02-2023)**UNITED STATES DEPARTMENT OF AGRICULTURE**
RURAL DEVELOPMENTFORM APPROVED
OMB No. 0570-0067**RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT**

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one): Cooperative Agreement Grant

Program and CFDA Number (select one):

Rural Business Development Grant _ 10.351

If "Other" please specify:

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address El Dorado, County of 330 Fair Lane Placerville, CA 95667-4103	2. UEI No. UJSDBFWMWTS4
4. Federal Award Identification Number (FAIN) 946000511	3. Case No. 04-009-770107929
6. Performance Start Date 10/01/2024	5. Award Date 06/26/2024
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$75,000.00	7. Performance End Date 09/30/2025
10. Total Project Cost (Budget Approved Amount) \$150,574.00	9. Amount of Matching/Other Funds (if applicable) \$75,574.00
12. Indirect Cost Rate (if applicable) 10%	11. Award as Percentage of Total Project Cost 49.81%
14. Recipient Contact (Name, Title, Contact Info) Sue Hennike, Asst. Chief Admin. Officer sue.hennike@edc.gov (530) 621-5577	13. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	15. Agency Contact (Name, Title, Contact Info) Teron Irvins, RBCS Specialist teron.irvins@usda.gov 209-287-3638

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0570-0067. Public reporting for this collection of information is estimated to be approximately 21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are voluntary, however in order to obtain or retain a benefit the information in this form is required (citing authority). Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRRequests@usda.gov.

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. Financial and Program Management. You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.

- a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.
- b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.
- c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, “Request for Advance or Reimbursement” or SF-271, “Request for Reimbursement for Construction Programs” (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.
- d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.
- e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.
- f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ -0- _____ for the Period of Performance of the award. (See 2 CFR § 200.304.)
- g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. Procurement, Domestic Preference, and Property Standards.

You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

3. Performance and Financial Monitoring and Reporting. You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

- a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

- b. Performance Reports.** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

4. Subrecipient Monitoring and Management. You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
 6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
 7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.
 8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
 10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient’s proper request according to Section II.A.1.c.

- 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. Both Parties. The Recipient and RBS agree to the following:

- 1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
- 2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.
- 3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Name (Please Print)

Title (Please Print)

Signature

Date

Approved by the United States of America, Rural Business-Cooperative Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

PROGRAM NAME:

- Rural Business Development Grant Program (RBDG)
- Rural Economic Development Grant Program (REDG)
- Rural Microenterprise Assistance Program (RMAP)

AUTHORITY: RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

APPLICABLE PROGRAM REGULATIONS: RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE] FR Vol.88, No. 231,
 Monday,
 December 4,
 2023

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.1.g. is retained and the following language is added:

Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:

[INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:

N/A

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)

N/A

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)

Item	Estimated Useful Life	Value
N/A		

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II, Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II, Paragraph A.12 is retained with the following language added:

The following Special Conditions apply to your award:

[INSERT SPECIAL CONDITIONS OR N/A]

N/A

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306.

Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

-APPLICANT CONTRIBUTION \$75,574.00 in matching funds to be applied to the project. Prior to the release of grant funds, the Grantee will provide sufficient documentation to USDA RD that funds have been expended on the approved project. The Total Project Cost is as follows:

RBDG funds:	\$75,000.00
MATCHING funds Applicant:	\$11,074.00
MATCHING funds Other:	<u>\$64,500.00</u>
TOTAL PROJECT COST:	\$150,574.00