



Department of Commerce  
Economic Development Administration

Notice of Award (NoA)  
ED24SEA0G0091

**RECIPIENT INFORMATION**

- 1. Recipient Name(s)**  
City of Napa  
955 School Street Napa, CA 94559-2825  
US
- 2. Congressional District of Recipient**  
CA-04
- 3. Employer Identification Number (EIN)**  
94-6000380
- 4. UEI**  
NC13XARFZ4K7
- 5. Recipient POC**  
Molly Rattigan  
mrattigan@cityofnapa.org
- 6. Authorized Official**  
Neal Harrison  
nharrison@cityofnapa.org

**FEDERAL AGENCY CONTACT INFORMATION**

- 7. Grant Specialist**  
Ethan Fogg  
efogg@eda.gov
- 8. Program Officer**  
Richard Berndt  
rberndt@eda.gov
- 9. Grant Officer**  
Sheba Person-Whitley  
sperson@eda.gov

**FEDERAL AWARD INFORMATION**

- 10. Award Number / FAIN**  
ED24SEA0G0091
- 11. Award Type**  
Grant
- 12. Period of performance Start Date & End Date**  
Date of Grant Officer's Signature – 9/30/2025
- 13. Federal Share of Cost**  
\$ 250,000
- 14. Recipient Share of Cost**  
\$ 77,725
- 15. Total Federal and Recipient Cost**  
\$ 327,725  
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- 16. Statutory Authority**  
42 U.S.C. 3149, Section 209 of Economic Adjustment Assistance Act of 1965 as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)
- 17. NOFO/RFA #**  
EDA-DISASTER-2023
- 18. Project Title**  
Napa River Economic Resiliency Strategic Plan
- 19. Assistance Listing Number and Name**  
11.307 - Economic Adjustment Assistance
- 20. Award Action Type**  
New Competing
- 21. Multiyear Award?**  
No
- 22. R&D Award?**  
No
- 23. Construction Award?**  
No
- 24. Grants Officer – Signature and Date**  
-
- 25. Recipient – Signature and Date**

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

**RECIPIENT NAME:** City of Napa  
**PROJECT TITLE:** Napa River Economic Resiliency Strategic Plan  
**AWARD NUMBER:** ED24SEA0G0091

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

- I. BUDGET INFORMATION
- II. STANDARD TERMS AND CONDITIONS
- III. SPECIFIC AWARD CONDITIONS
- IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

**SECTION I – BUDGET INFORMATION**

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

Line-Item Budget:

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

Federal Share (EDA)	\$250,000
Non-Federal Matching Share	\$77,725
Total Project Cost	\$ 327,725

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

Item	Federal Share	Non-Federal Share	Total
1. Personnel	\$0	\$59,789	\$59,789
2. Fringe Benefits	\$0	\$17,936	\$17,936
3. Travel	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5. Supplies	\$0	\$0	\$0
6. Contractual	\$250,000	\$0	\$250,000
7. Construction	\$0	\$0	\$0
8. Other	\$0	\$0	\$0
Total Direct Charges	\$250,000	\$77,725	\$327,725
9. Indirect Charges	\$0	\$0	\$0
Total Project Cost	\$250,000	\$77,725	\$327,725

**SECTION II – STANDARD TERMS AND CONDITIONS**

The following regulations and standard terms and conditions apply to this award:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
- 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
- Other: Attachment 2 – Authorized Staffing Plan

### SECTION III – SPECIFIC AWARD CONDITIONS

The following Specific Award Conditions apply to this award:

**1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

**2. Project Contact Information**

Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.

**3. Matching Share**

The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.

**4. Federal Share**

The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).

**5. Refund Checks, Interest, or Unused Funds**

If the Recipient needs to return money to EDA, it may use one of the following two methods:

- i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address: NOAA OCFO Attn: Finance Office, Travel Dept. 1315 East West Highway, SSMC3 Silver Spring, MD 20910. When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

**6. Waste, Fraud, and Abuse**

Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

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

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging. Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

**7. Additional Included Documents (Non-construction)**

In addition to the regulations, documents, or authorities incorporated by reference on the Notice of Award, the following additional documents are incorporated by reference into this Award:

- i. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.
- ii. Authorized Scope of Work (Attachment 1)
- iii. Authorized Staffing Plan (Attachment 2)

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

**8. Procurement**

The Recipient agrees that all procurement transactions will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.

**9. Staffing Changes**

The Authorized Staffing Plan sets forth Recipient staff primarily responsible for administering this Award. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of their resume within 30 business days of the selection.

**10. Project Progress Reports (Non-construction)**

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 period.

Reports are due no later than one month following the end of the semi-annual period. Progress Reports must be submitted to EDA via EDA's Grants Management Portal in a concise, clear format that outlines the following information in three to six pages:

- a. A clear, concise overview of the activities undertaken during the reporting period;
- b. Descriptions of accomplishments, benefits, and impacts of the Project and activities, including specific outcomes of Project activities such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- c. Upcoming or potential press events or opportunities for collaborative press events to highlight Project activities and benefits;
- d. A comparison of Project progress with the Project timeline and explanations of any departures from the targeted schedule, descriptions of how these departures will be remedied, and projections of the course of work for the next period;
- e. An outline of challenges that currently impact or could impact progress on the Project over the next reporting period and means of mitigating this risk; and
- f. An outline of any areas where EDA assistance (e.g., connections to subject matter experts or other resources, amplifications of activities or impacts) is needed to support the Project; and g. any other key information that would be helpful to your EDA Project Officer.

**11. Final Financial Report (Non-Construction)**

A final Form SF-425 must be submitted no more than 120 calendar days after the Authorized Award End Date specified on the Notice of Award (or any subsequently executed Amendment to the Notice of Award), unless an extension is granted in writing by EDA pursuant to 2 CFR § 200.344.

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.

## 12. Final Project Progress Report (Non-Construction)

A final project progress report must be submitted no more than 120 calendar days after the Authorized Award End Date, unless an extension is granted in writing by EDA.

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:

- a. Provide a high-level overview of the activities undertaken;
- b. Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development;
- c. Document the expected and actual economic benefits of the project as of the time the report is written;
- d. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and
- e. Provide any other information necessary to understand the project and its impacts.

## 13. Financial Reports

Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending **March 31 and September 30**, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>.

Reports are due no later than 30 calendar days following the end of the reporting period.

## 14. Award Disbursements (Non-Construction Reimbursement)

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 Advance or Reimbursement" (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

Prior to the initial disbursement, Recipients must complete a Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.

## 15. Performance Measures Requirements

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 the Notice of Award. 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 the Notice of Award. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

**16. Allowable Costs and Authorized Budget**

Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

**17. Freedom of Information Act**

EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

**18. Project Development Time Schedule (Non-construction)**

Recipient agrees to the following project development time schedule:

Return of Executed Notice of Award: No later than 30 calendar days after receipt of Notice of Award

Authorized Award End Date: As indicated on Notice of Award or most recent Amendment.

Submission of final reports, including Federal Financial Report (Form SF-425): No later than 120 calendar days from the authorized Award End Date

Recipient shall diligently pursue the development and implementation of the project upon receipt of the Award so as to ensure completion within this time schedule. Recipient shall promptly notify EDA in writing of any event which could substantially delay meeting any of the prescribed time limits for the project set forth in the Award, including those set forth above. Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 CFR §§ 200.339 through 200.343, as applicable.

**19. Non-Relocation (non-Construction)**

In signing this Award, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, including suspension of disbursements and termination of the Award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

## **20. Reaffirmation of Application**

Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that:

- i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;
- ii. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and ii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov). The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

## **21. Planning Coordination**

In keeping with regional economic development principles, Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).

## **22. Recipient's Duty to Refrain from Employing Certain Government Employees**

For the two-year period beginning on the date the EDA executes this Award, any Recipient(s) that is a nonprofit organization or District Organization agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the EDA executes this Award or within the one-year period ending on that date:

- a. Served as an officer, attorney, agent, or employee of the Department of Commerce; and
- b. Occupied a position or engaged in activities that the Assistant Secretary of Commerce determines involved discretion with respect to the Award of Investment Assistance under PWEDA.

In addition to nonprofit organizations or District Organizations, EDA may require another Eligible Recipient to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis; for example, when an institution of higher education implements activities under or related to the Award through a separate nonprofit organization or association. The two-year period and associated restrictions referenced above also shall apply beginning on the date the EDA executes any cost amendment to this Award that provides additional funds to the Recipient(s).

## **23. 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 (Attachment 1). 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 memorialized in writing through execution of an amendment to the Notice of Award.

No construction activities are permitted under this Award, including but not limited to, the solicitation of construction bids or design and engineering activities proceeding past conceptual design as determined by EDA.

## **24. Use of EDA Logo (Non-Construction)**

Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: • Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and • Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials). Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the

EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below).

A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the "License").

Recipient agrees that:

- (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and
- (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: "The EDA logo is a trademark of the Economic Development Administration, used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo.

B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License.

D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the EDA logo is inconsistent with the License.

E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.

G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

I. Obtaining the EDA Logo: For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).



**SECTION IV – OTHER**