



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Escondido Urban Forestry Management Plan Project

This Subaward Agreement (“Agreement”) is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 (“GreenLatinos”) and City of Escondido, with its principal offices at 201 North Broadway, CA 92025 (“Subrecipient”). GreenLatinos and Subrecipient may be collectively referred to as “Parties” or each, individually, as a “Party.”

Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award. Any revision to key personnel identified in this agreement requires notification by the Subrecipient by email to GreenLatinos within 10 business days..

Principal Subaward Contacts:

Subaward Program Contact:

Oscar Romero

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4801

Email: oscar.romero@escondido.gov

Subaward Financial Contact:

Christina Holmes

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4620

Email: christina.holmes@escondido.gov



Principal GreenLatinos Contacts:

GreenLatinos Program Contact	Subaward Financial Contact
Rachna Vas 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (202) 677-0991 Email: rachnavas@greenlatinos.org	Joe Toolan 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (443) 713-9026 Email: joetoolan@greenlatinos.org

Whereas, the originating source of Federal assistance funds for this Agreement is made under the authority of the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIN) number is 24-CA-11132544-013, and the originating grant period is **December 13, 2023 to November 30, 2028**; and

Whereas, the purpose of this Agreement is to outline Parties' collaborative efforts to develop and implement an urban and community forestry project ("Project") funded, supported by, and meeting the United States Department of Agriculture (USDA) Forest Service's Urban and Community Forestry Program guidelines and objectives; and

Whereas, Parties aim to support frontline communities in restoring and expanding urban forest canopy in areas with low tree cover, and engaging residents in community forestry, resulting in (1) increased resilience to heat, flood, and storm events; (2) increased wellness and recreational opportunities; and (3) reductions in greenhouse gas and air quality pollutants in frontline communities across the City of Escondido, representing census tracts as detailed within the attached census tract list

Now, therefore, the Parties do hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the Parties for the period [] (the "Effective Date") through **November 30, 2027**, unless earlier terminated by either

party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF WORK AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

- a. Scope of Work and Budget. Subrecipient shall, in a satisfactory manner as determined by GreenLatinos, perform all activities described in the scope of work as approved by GreenLatinos and attached hereto as **Exhibit A**, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by GreenLatinos and attached hereto as **Exhibit B**, as may be amended from time to time (the “Approved Budget”).
- b. Prior Approval for Changes. Subrecipient may not transfer more than 10% allocated funds among cost categories within a budgeted program account without the prior written approval of GreenLatinos nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of GreenLatinos.

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
 - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$665,500 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
 - ii. Invoices. Invoices are to be submitted through GreenLatinos’ subrecipient portal.
 - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance

- with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.
- iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
 - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
- b. Community Lead. City of Escondido, Unique Entity Identifier UEI: CH9XY8AX7BD8, serving as the Community Lead for Escondido, shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
- i. Program Participation. To the extent possible, actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
 - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.

- iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward. Subrecipient is also responsible for submitting quarterly reimbursement requests tying program activities to approved budget expenses, to access grant funding.
- iv. Reporting.
 - 1) Quarterly Financial Check-ins and Reimbursement Reports: Subrecipient shall submit quarterly reimbursement reports with reimbursement requests as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Quarterly reimbursement reports will be due on April 10 for Q1 ending on March 31; July 10 for Q2 ending on June 30; October 10 for Q3 ending on September 30 and January 10 for Q4 ending December 31. There will be informal quarterly progress check-ins in April and October where reimbursements and performance accomplishments will be discussed. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.
 - 2) Semi-annual Reports: Subrecipient shall submit semi-annual reports as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Semi-annual reports will be due on November 10th for the period of May 1 to October 31 and

May 10th for the period of November 1 to April 31. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.

- 3) Ongoing Reporting: Ongoing project reporting may include providing GreenLatinos and the USDA with success stories with brief project descriptions, outcomes, photographs and testimonials via the USDA Forest Service reporting system.
- 4) Final Deliverables and Report. By February 28, 2028, submitting all substantial products and outputs, a final reporting form, high resolution .jpg photographs of project work (by submitting a photograph Subrecipient consents to allow GreenLatinos and USDA Forest Service to use those photographs in communications and reporting and represents and warrants that Subrecipient has obtained all necessary consents, permissions or licenses necessary to permit GreenLatinos and USDA Forest Service to do so), and a detailed record of project expenditures, including a comparison of the original proposed budget to award expenditures.

- v. GreenLatinos Communications. Subrecipient shall actively communicate their project achievements, impact, and outcomes with the media. Subrecipients shall work with GreenLatinos and GreenLatinos' media consultant to promote their projects to the media. Clear recognition of USDA's support shall be included in all press releases, digital, and print media. Subrecipient shall acknowledge GreenLatinos and the Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. GreenLatinos may provide plaques and certificates to all sub-awardees to acknowledge USDA's support. If plaques and certificates are provided, they shall be publicly displayed. Subrecipients may be asked to present Project outcomes during a GreenLatinos virtual or in person meeting, if requested.¹

4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.

- a. JUSTICE40. The federal match requirement for this award has been waived under the provision of Public Law 117-169 (Inflation Reduction Act), with the requirement that 100% of work and funding under this subaward must benefit disadvantaged communities.
- b. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as **Exhibit D**, including any amendments thereto; (ii) the Subaward Data attached hereto as **Exhibit E**, including any amendments thereto, which provides a summary of the Federal Subrecipient agreement data that is required by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (iii) the Approved Services attached hereto as **Exhibit A**; (iv) the Approved Budget attached hereto as **Exhibit B**, including any amendments thereto; and (v) the

¹ This request is subject to GreenLatinos' communications schedule and is not guaranteed to be made.

- applicable additional terms and conditions in **Exhibit C** (each of (i)-(v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with GreenLatinos in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.
- c. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.
- d. Collaborative Arrangements. Where permitted by terms of the award and federal law, Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award. Subrecipient must obtain approval in writing from GreenLatinos before entering into any collaborative arrangements using Forest Service funds. GreenLatinos will not approve any subaward arrangements between Subrecipient and other organizations. Collaborative arrangements are to be restricted to contractual agreements as set forth by the procurement standards in 2 CFR Part 200 Subpart D.
- e. Disclosures. Subrecipient must promptly disclose to GreenLatinos all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. Risk and Receipt of Funding. Subrecipient represents and warrants that, at all times during the Term, it does NOT have active exclusions in the System for Award Management (sam.gov). Subrecipient’s risk profile must be

- evaluated in accordance with 2 CFR § 200.332(b) and deemed favorable, and Subrecipient's award will be reported at fsrs.gov in compliance with 2 CFR §170, prior to Subrecipient's receipt of funds. If the Subrecipient has any active exclusion, it will not be eligible for receipt of funding.
- g. SAM.GOV Requirement: Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- h. Debarment and Suspension. Subrecipient shall immediately inform GreenLatinos if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Subrecipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify GreenLatinos without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, attached hereto as **Exhibit H**.
- i. Restrictions on Lobbying. If the Subaward amount exceeds \$100,000, Subrecipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used

Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos.

Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

5. FINANCIAL MANAGEMENT AND ADMINISTRATION.

- a. Office of Management and Budget (OMB) Guidance.
Subrecipient is subject to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow regulations found in 2 CFR 200.331 through 2 CFR 200.333. Electronic copies of the CFRs can be found at: ecfr.gov.
- b. Use of Award Funds. Award funds and any interest earned on them shall not be used:
 - i. To carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
 - ii. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii. To make any awards to individuals or organizations (unless pre-approved in writing by GreenLatinos).
 - iv. No part of the Award funds shall be paid to any GreenLatinos official, and Awardee acknowledges that no gifts or services were or will be rendered to GreenLatinos or any GreenLatinos official in exchange for this Award.
- c. Allowable Expenditures. All expenditures made with funds provided under this subaward must be exclusively for allowable program expenditures incurred during the period of this subaward.
- d. Purchase of Equipment. Subrecipient may not use the funds received under this Agreement for any purchase of equipment.
- e. Single Audit. In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in section 200.501(a), audit requirements for federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with section 200.514 Scope

of Audit. Further, section 200.512 requires that the final report for such an audit be completed within nine months of the entity's fiscal year end. As a condition of this award, the subrecipient will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. If required, the subrecipient will complete any required Single Audit no later than nine months after the end of the entity's fiscal year, and will send the Single Audit report to GreenLatinos within 10 business days of its completion.

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *[Each Subrecipient will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate. OR Subrecipient approved indirect rate is [XX]% of direct costs. OR Subrecipient has chosen to waive recovery of indirect costs related to this Project.]* [Subrecipient] hereby elects to waive recovery of indirect costs for this project. _____ (Please initial)

6. **REPORTING.**

- a. Financial Status Reporting.
- i. Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through 2 CFR 200.333.
 - ii. All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment for full text.
 - iii. All financial and programmatic records and supporting documents pertinent to this award must be kept for a **period of three years** from the date of submission of the final financial statement report including expenditures from this award, per federal regulations. These records may be subject to an audit by the federal donor agency, GreenLatinos and/or their

- representatives. All records are to be maintained for the additional duration necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.
- iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.
- b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

7. INSURANCE.

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
 - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.

- ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.
- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

8. INDEMNIFICATION. Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.

9. COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.
- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (“Work Product”) prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby

assigns to GreenLatinos all right, title and interest in any Work Product.

10. TERMINATION.

- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the

Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for any direct damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

11. GENERAL PROVISIONS.

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or

- otherwise modify or affect any other portion of this Agreement.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
 - e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
 - f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
 - g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement.

- GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.
- h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement. Accordingly, Subrecipient shall be responsible for the terms described in [2 CFR 200](#).
 - i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature _____ Date _____
Mark Magaña, Executive Director
GreenLatinos

Signature _____ Date _____
Dane White, Mayor
City of Escondido



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**EXHIBIT A
SCOPE OF Work**

**GreenLatinos USDA IRA Urban & Community Forestry Program
Attachment A: Scope of Work for City of Escondido**

Urban Forestry Master Plan

I. Project Participants & Primary Points of Contact

- a. **Community Lead: City of Escondido**
- b. **Mailing Address:** 201 North Broadway, CA 92025
- c. **Project Director (Award/Organization Point of Contact):** Oscar Romero, Principal Planner, 760-839-4801, oscar.romero@escondido.gov
- d. **Program Manager:** Pricila Roldan, Associate Planner, 760-839-4546, pricila.rolدان@escondido.gov
- e. **Finance Point of Contact:** Nada Ghafri, Accountant I, 760-839-4335, nada.ghafri@escondido.gov
- f. **Cross Departmental Participants: Wayne Thames, Public Works Manager; Jacob Gibbs, Public Works Supervisor**
- g. **External Partners:**

II. Project Background

- a. **Project Title: City of Escondido Urban Forestry Management Plan**
- b. **Project Description:** The City of Escondido will create a comprehensive and inclusive Urban Forestry Master Plan (UFMP), and actively engage disadvantaged communities in the development of this Plan. The UFMP will target community outreach and engagement efforts, along with specific UFMP programming within the City's Disadvantaged Communities, as defined by CEJST. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan and plant one tree per resident (current population 151,038), increase 15 percent tree coverage in commercial and industrial areas, and 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods." The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in disadvantaged communities in 2025 and 2026.

- c. **Total Funding:** \$665,500
- d. **Period of Performance:** [] TO 12/2026
- e. **Priority Census Tracts Served: The city will focus its efforts citywide but will prioritize the following census tracts:** Please refer to the attached census tract list.

III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule

Project reports, due dates, and reimbursements are scheduled below.

Schedule of Quarterly Financial Reimbursement Reports

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10

Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. A facsimile transmission or electronic copy shall be deemed an original signature.

Signature _____ Date _____
Mark Magaña, Executive Director
GreenLatinos

Signature _____ Date _____
Dane White, Mayor
City of Escondido

Escondido Urban Forestry Management Plan

1. Project Scope Alignment:

The City of Escondido's urban forest is deficient, and its residents suffer from the results: insufficient canopy coverage, lack of access to green space, and extreme urban heat islands. The City's central corridor ranks in the bottom 11th percentile in the state of California for tree canopy, as determined by the California Department of Public Health analysis of the National Land Cover Database. The

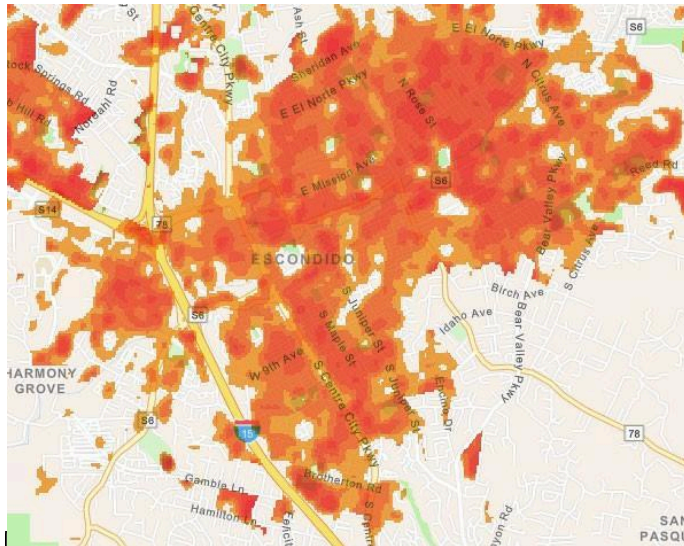


Figure 1. Urban Heat Island Map

Trust for Public Land's 2019 ParkServe analysis found that Escondido had the smallest percentage of population within a 10-minute walk to a park, when compared to other San Diego County jurisdictions. Additionally, the census tracts in this project area show significantly higher impact of urban heat island effects, with some tracts showing up to an 8.1-degree Fahrenheit higher temperature than less-urban areas in the City (Figure 1). These

urbanized census tracts are also the most disadvantaged in Escondido, showing the additional environmental burden placed on the City's more vulnerable communities.

This project, in accordance with Escondido's Climate Action Plan (CAP) Measure C-9.2, will address those issues through the development of a Citywide Urban Forestry Management Program (UFMP) that seeks to improve the City's urban forest in known Disadvantaged Communities. The UFMP will consist of a Citywide Urban Forestry Inventory, Forest Growth Plan, and Maintenance Plan for all trees and tree plots within the City. However, the UFMP will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool. This will ensure that the areas of Escondido with the greatest need receive priority investment in the City's efforts to improve its urban forest, canopy cover, and carbon sequestration, in support of the Justice40 Initiative, as well as ensure alignment with the City's adopted Climate Action Plan that prioritizes disadvantaged neighborhoods for investment.

In the first step, the Urban Forestry Inventory will update the City's tracking of

all trees to establish a baseline of the current urban forest and all vacant tree plots within the City. This data will be used with satellite canopy data to create Geographic Information Systems deliverables to show the location of every tree and available/potential planting location, along with individual attribute data, including tree type, maturity, size/canopy coverage, etc., as well as existing irrigation infrastructure, areas lacking irrigation infrastructure, and total canopy coverage of the project area. Using this existing conditions data, the UFMP would make recommendations for next steps, including an implementation guide (growth plan) identifying best practices for achieving citywide goals, and showing where to plant new trees and the best fit types of trees given the location as well as early tree care. Long-term maintenance recommendations would also come from the existing conditions assessment for all trees in the project area to ensure creation of a robust and mature urban forest with large canopies for resilience against extreme heat. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan. CAP measure C-9.2 sets a goal to adopt an Urban Forestry Program with the goal of having one tree per resident in the year 2088 (current population: 151,038). The CAP sets further goals of 15 percent tree coverage in commercial and industrial areas, 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods," which are closely related to the DAC tracts comprising this project area as identified in the CEJST.

As established in the National Urban and Community Forestry Advisory Council's Ten-Year Urban and Community Forestry Action Plan, urban forests boast a broad range of environmental benefits, including better air quality and stormwater management, reduced energy use, reduced urban heat island effect, and improved air quality. Furthermore, social benefits include improved wellness, faster healing, reduced mental and physical stress, and better performance in school. Additional economic benefits include increased property values and significant savings in air and water quality infrastructure. This project is also in line with California's Wildfire and Forest Resilience Action plan goal to protect and expand urban forests. City leadership believes strongly in the importance of prioritizing investments in the disadvantaged communities to raise quality of life in the community as a whole. The UFMP will include significant and innovative outreach and engagement in Escondido's disadvantaged communities to ensure that the investments made are driven by those who live, work, and play in the areas to be improved. Additionally, this outreach would educate the community about Escondido's free tree program, which provides free trees for planting on public rights of way with resident

commitment for early tree care. With broadened community engagement, the City of Escondido will increase equitable access to urban tree canopy throughout the City's disadvantaged communities to improve resilience to climate change and extreme heat events.

While the creation of the overall UFMP and the overarching outreach and engagement efforts that encompass it are anticipated to take roughly 24 months, the reduction in the grant award timeframe requires the City to pivot the application of funds over the shortened duration. Initially, the City anticipated roughly \$300,000 allocated to subsequent tree care and maintenance as a result of identified sites for tree planting from the UFMP. With the change in duration, the City now seeks to run concurrent tree care and maintenance for an annual tree planting event the City undertakes. Every year, the City plants 100-125 new trees in Disadvantaged Communities for Arbor Day. This effort is successful when the City is able to assure early tree care for those plantings, as there are large gaps within the City where no irrigation exists for planted parkways. The City anticipates \$200,000 of the funding going toward two years of early tree care and maintenance for the 2025 and 2026 Arbor Day plantings.

2. Implementation Strategy/Methodology/Timeline:

The City plans to contract with an external organization for the development of the Urban Forestry Management Program (UFMP). These consultants will have the technical expertise to complete the tree inventory, identification of planting locations, canopy inventory, and recommended maintenance plan (which includes recommendations and updates to the City's existing ordinances and practices surrounding urban forestry). As part of the award timeline change, the City anticipates allocating a portion of the grant funding toward the cost to update the City's Approved Street Tree List; a tree-specific update to the City's Centre City Parkway Landscape Master Plan; alignment update to the City's street-tree ordinance; and an update to the City's Landscaping Ordinance for consistency with the UFMP. The UFMP findings will include the identified whole or portions of such documents that would require updates to align with the UFMP and identify what and how such documents would need to change for consistency purposes.

There is also a change in cost proposed for the overall inventories and UFMP. This is based on a citywide effort to produce a UFMP program where previously the proposal covered only the identified communities in the original

application. While the inventories and UFMP will not address the geographic area at the Citywide level, the programs and projects for implementation will prioritize and focus on the identified Disadvantaged Communities.

Once the guiding document is completed and finalized, the City's Public Works Team will take over on implementation, planting trees with the help of volunteers and local groups. Early tree care will be contracted out, following a two-year plan for establishment of native, drought-tolerant trees. The estimated timeline is as follows:

- Months 1-5: Immediately upon grant execution, City staff will begin development of the Request for Proposals (RFP) to solicit consultants. Staff estimate 5-weeks for writing the RFP; 6-weeks for solicitation of the RFP; 4-weeks for review and selection; and 5-weeks for contract execution. This requested timeline takes into consideration the time of year this task is expected to span, which is the end of year holiday season. Typically, November/December can be a challenging time to coordinate adequate staff/elected officials for meetings, both internal and public, due to the holidays and scheduled time-off.
- Months 5-29: Once a consultant is selected, staff estimate that it will take approximately 24 months to conduct community outreach and engagement, tree and canopy inventory/existing conditions, development, drafting of, and delivery of ordinance and regulatory document updates, and completion of the final UFMP Document.
- Months 30-36: The final draft of the UFMP Document will be reviewed and approved by City leadership, the Escondido Planning Commission, and the Escondido City Council. This timeframe anticipates potential revision time due to decision maker discretion, as well as all required public noticing and lead times related to such meetings.
- Months 8-32: Conduct early tree care to ensure the healthy establishment of the trees for those Arbor Day plantings that occur beginning April of Year 1 and Year 2 of the award timeframe.

The consultant and UFMP development will be overseen by City staff in the Planning Division to ensure it remains on schedule. Once adopted by the Escondido City Council, the UFMP will become a guiding document for the City's tree planting and forest management, in accordance with the urban forestry goals set forth in Escondido's Climate Action Plan, as shown in *Figure 2* below.

City staff recognize that the City is behind on meeting the initial performance metrics by the listed target year. Since the adoption of the CAP, the Escondido Planning Division has hired staff to fill all CAP-related positions and built

capacity to pursue Urban Forestry funding, allowing it to get back on track with a detailed guide to planting and maintaining 1,347 new trees in public areas by 2035. City staff estimate that they will be able to plant at least 100 trees per year with volunteer support from local nonprofits such as Urban Corps of San Diego, The Sierra Club, The Escondido Creek Conservancy, and the Healthy Escondido Coalition at Vista Community Clinic.

Measure C-9.2: Develop a Citywide Urban Forestry Program.		
Develop, adopt, and implement an Urban Forestry Program to plant new trees and track tree planting and maintenance in public areas (i.e. City facilities, public parks, and public rights-of-way), including standards to right-size trees to minimize pruning and support hydrozoning techniques.		
Target Year	Performance Metric	GHG Reduction Potential (MTCO₂e)
2021	Pursue grant funding opportunities to fund the development of an Urban Forestry Program.	-
2025	Adopt an Urban Forestry Program with the goal of having one tree per resident in year 2088, which includes the following: <ul style="list-style-type: none"> ▪ Complete an assessment of existing conditions and calculate canopy coverage percentage for the City and for priority investment neighborhoods ("PINs"). ▪ Establish a tree planting and replacement program to achieve coverage of at least 25 percent in residential areas and 15 percent in commercial and industrial areas. ▪ Develop an urban heat island reduction program that includes an urban forest program or plan for priority investment neighborhoods ("PINs") that achieves a tree planting coverage of at least 35 percent. Expand and focus tree plantings in low-canopy neighborhoods and neighborhoods at a higher risk of adverse outcomes of urban heat island effects. ▪ Encourage urban agriculture through edible landscapes within some publicly accessible areas. 	-
2030	Plant and maintain 1,010 new trees in public areas by 2030.	36
2035	Plant and maintain 1,347 new trees in public areas by 2035.	48

Figure 2. Climate Action Plan Measure C-9.2

3. Capability and Capacity:

The project will be managed by Escondido Principal Planner Oscar Romero. Oscar holds a Master of Urban & Regional Planning degree from University of California, Irvine, and has nine years of experience in Urban Planning. The

project will be supervised by City Planner Veronica Morones. Veronica holds a Master of Urban and Regional Planning degree from University of California, Irvine, and has eight years of experience in municipal and long-range planning. Veronica has experience in project management with the City of Escondido, as well as nearly three years of experience as a consultant, bringing an important perspective of project management from the internal consulting side. Geographic Information Systems (GIS) integration will be managed by Geographic Information Systems Manager Abe Coughlin, who holds a Masters in Geographic Information Systems from University of New England (AU) and an MBA from Quantic School of Business and Technology. Abe has 18 years of experience in GIS and data analysis. The external organization to complete the UFMP will be chosen according to the procurement standards outlined in the City's Ordinance No. 2020-17 and CA Government Code section 54202. City Staff will select a responsible consultant with the lowest responsive quote or proposal, or whose quote or proposal provides the best value to the City. Staff expect to contract with an experienced urban forestry company with the ability to carry out the proposed work within the grant period and within federal grant requirements.

4. Communications Plan:

The City of Escondido continues to receive considerable community feedback expressing a desire for a comprehensive urban forestry development and management plan. As such, the City is highly motivated to communicate both the source of funding for a UFMP and ongoing progress on the project. While the decentralized nature of the plan development and broad deployment of trees in vacant plots throughout the project area likely make project-specific signage impractical, the City will promote information about program activities through its website and social media channels. For press and promotional materials, the City will widely publicize any Urban Forestry partnership with USDA using any number of modalities, including the City website, Social media, Public meetings, Newsletters, Email, and the City Manager's Weekly Activity Report, which is distributed to about 50 media contacts and 900 City staff and residents. The Escondido Communications Department will create a project-specific communications plan with input from GreenLatinos and USDA staff.

Stretching across the creation of the existing conditions (inventory), implementation guidance (growth plan), and long-term maintenance (maintenance plan) would be community outreach and engagement to ensure those community members historically marginalized by existing systems have

ample opportunity to learn, contribute to, and ultimately help shape the urban forest in their community. Similar outreach and engagement methods and planning conducted for the City's Environmental Justice element would be modeled. This example plan can be found at the following link for reference: (<https://www.escondido.gov/DocumentCenter/View/717/Community-Outreach-Plan-English-PDF>). This includes a multi-phased approach that seeks to first identify stakeholders, especially those that serve or maintain access to marginalized communities, so that the City's team can identify how best to reach these communities. The second phase would entail meeting residents in disadvantaged communities and beginning the educational component of what the UFMP is and why it impacts them and their neighborhoods. Examples of past methods include a focus on meeting people where they are, rather than expecting community members to attend City meetings. This may include but is not limited to: pop-up events at events within the City; engaging classes at the public schools; and providing supplemental discussions at existing community group meetings. It would also include a minimum bi-lingual effort for translation of outreach and engagement materials, as well as the final plan. Finally, the City team would take in all of the outreach data and community feedback and integrate it into the plans and their final documents, with the final phase of outreach for this UFMP's creation entailing distribution and education on the final plan.

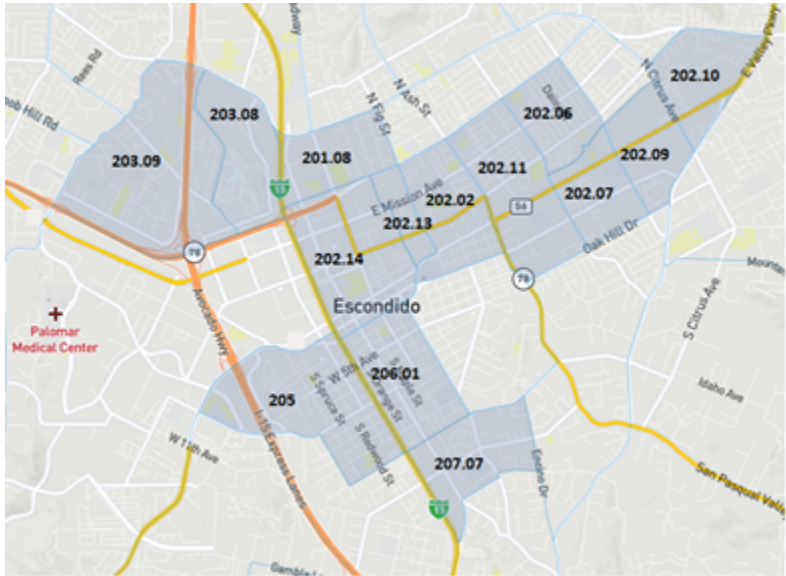
5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver:

The Project will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool, as shown in *Figure 3* below. These census tracts, which cover over 6.9 square miles and correlate closely with the City of Escondido's urban center and two main corridors, include CA tracts 201.08, 202.02, 202.06, 202.07, 202.09, 202.10, 202.11, 202.13, 202.14, 203.08, 203.09, 205, 206.01, 207.07. All of these tracts, with the exception of 203.09, have low-income metrics above the 65th percentile, with nine tracts above the 80th percentile and one (202.14) as high as the 95th percentile. Tract 202.14 is also identified as disadvantaged through the CEJST criteria for Climate Change, Housing, Transportation, Water and Wastewater, and Workforce Development. Tract 203.09 meets the CEJST disadvantaged workforce development threshold through a linguistic isolation rating of 90th percentile and high school education less than diploma of 14th percentile.

This Urban Forestry plan will direct the City's developments to those tracts identified in the CEJST, which are largely congruous with other DAC indicators, including the City's Opportunity Zone (tract 202.14), qualifying tracts

preliminarily identified for the forthcoming Escondido Environmental Justice Element, areas ranking over 90th percentile in the EPA EJScreen, and areas listed as Priority Investment Neighborhoods the City of Escondido's Climate Action Plan. The Climate Action Plan sets a goal to prioritize these neighborhoods for early implementation of focused measures to support social equity and environmental justice.

Figure 3. CEJST Disadvantaged Census Tracts



City of Escondido

Approved Tree List

4/13/2017

Small to medium (20-40ft) trees that are recommended for planting along parkways, in medians or near hardscape:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Acacia baileyana	Bailey acacia	Laurus nobilis	Sweet Bay
Agonis flexuosa	Peppermint tree	Magnolia grandiflora	Magnolia 'Little gem'
Bauhinia blakei	Hong Kong orchid	Metrosideros excelsa	New Zealand Christmas tree
Callistemon sp.	Bottle brush	Pittosporum phyllifolium	Willow Pittosporum
Calodendrum capense	Cape chestnut	Pyrus calleryana	Bradford pear
Cercis spp.	Redbud	Rhus lancea	African Sumac
Eriobotrya deflexa	Bronze loquat	Tabebuia sp.	Trumpet tree
Giejera parviflora	Australian willow	Trachycarpus fortunei	Windmill palm
Lagerstroemia indica	Crape Myrtle	Umbellularia californica	California Laurel

Medium to large (40-60+ft) trees that can be planted along parkways, in medians or near hardscape: 10 ft minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Brachychiton populiformis	Bottle tree	Koelreuteria paniculata	Golden rain tree
Chorisia speciosa	Floss silk tree	Pinus canariensis	Canary island pine
Ginkgo biloba	Maidenhair tree	Pistacia atlantica	Mount Atlas pistach

Medium to large (40-60+ft) trees that would only be acceptable planted in a large open space: 30 ft. minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Albizia julibrissin	Mimosa	Liquidambar styraciflua	Rotundiloba
Ceratonia siliqua	Carob	Lophostemon confertus	Brisbane box
Cinnamomum camphora	Camphor	Magnolia grandiflora	Magnolia
Cupaniopsis anacardiifolia	Carrotwood	Podocarpus gracilior	Fern pine
Cedrus sp.	Cedar	Quercus sp.	Oaks
Erythrina sp.	Coral tree	Sophora japonica	Japanese pagoda tree
Fraxinus sp.	Ash	Tipuana tipu	Tipuana
Jacaranda mimosifolia	Jacaranda	Ulmus sp.	Elm

Note: Bold Text indicates tree's that are deciduous (lose their leaves in the Fall and Winter)

Note: Underlined Trees indicate Semi-deciduous

Note: Before planting any tree, a thorough evaluation of the tree species, the planting site and the watering requirements should be made.

Any trees not on this list can be considered for street side planting pending approval by the City of Escondido Planning Department.

[Insert City and State] Census Tracts & Block Groups Served with IRA UCF Funding

Census Tract(s) and/or Census Block Groups	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)?
06073020108	YES		
06073020202	YES		
06073020206	YES		
06073020207	YES		
06073020209	YES		
06073020210	YES		
06073020211	YES		
06073020213	YES		
06073020214	YES		
06073020308	YES		
06073020309	YES		
06073020500	YES		
06073020601	YES		
06073020707	YES		

Only the portion within Escondido City boundaries

Only the portion within Escondido City boundaries



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

EXHIBIT B PROGRAM BUDGET



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program
 Operations: Urban & Community Forestry Program Budget Summary
 USDA Grant Period of Performance: 2024 - 2027

Unique Entity Identifier: **CH9XY8AX7BD8**

Organization Name: **City of Escondido, CA**

On this summary worksheet, please fill in ONLY your unique entity identifier, and your organization name, then, proceed to worksheets A. through F.

2 CFR 200: [Link Here](#)

Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

	Year 1 (9/1/2024-8/31/2025)	Year 2 (9/1/2025-8/31/2026)	Year 3 (9/1/2026-12/31/2026)	Subtotal
Category	Federal	Federal	Federal	Federal
A. Personnel	\$18,413	\$27,827	\$3,562	\$49,803
B. Fringe	\$4,509	\$6,815	\$872	\$12,197
C. Travel	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0
F. Contractual	\$214,500	\$328,500	\$0	\$543,000
H. Other Direct Costs	\$0	\$0	\$0	\$0
Total Direct Charges	\$237,423	\$363,142	\$4,435	\$605,000
Total Indirect Charges	\$23,742	\$36,314	\$443	\$60,500
Total Project Costs	\$261,165	\$399,457	\$4,878	\$665,500

A. Personnel

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1			Year 2			Year 3			Subtotal
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	
Principal Planner	Project Management	Oscar Romero	\$130,000	7.54%	\$9,808	\$130,000	10.65%	\$13,847	\$130,000	1.93%	\$2,514	\$26,169
Associate Planner	Oversee Ordinance Updates	Pricila Roldan	\$92,933	6.38%	\$5,928	\$92,933	9.82%	\$9,122	\$92,933	1.13%	\$1,048	\$16,098
Park Maintenance Supervisor	Manage Tree Care Activities	TBD	\$95,143	2.81%	\$2,677	\$95,143	5.11%	\$4,859	\$95,143	0.00%	\$0	\$7,536
Federal Request			Year 1 Total:		\$18,413	Year 2 Total:		\$27,827	Year 3 Total:		\$3,562	All Years: \$49,803

Cost of Living Adjustment Justification Escondido does not have a standard COLA

B. Fringe

Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contribution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.

Position	Name	Year 1	Year 2	Year 3	Subtotal
Principal Planner	Oscar Romero	\$2,402	\$3,391	\$616	\$6,408.79
Associate Planner	Pricila Roldan	\$1,452	\$2,234	\$257	\$3,942.41
Park Maintenance Supervisor	TBD	\$656	\$1,190	\$0.00	\$1,845.63
Federal Request		\$4,509	\$6,815	\$872	\$12,197
Fringe Category		Rate			
FICA/Medicare		1.45%			
State unemployment		0.10%			
Retirement contribution		11.00%			
Health insurance		9.10%			
Workers compensation		2.84%			
Total		24.49%			

C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:

[Link Here](#)

GSA Guidance:

[Link Here](#)

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
Contractor 1	Citywide Tree Inventory, per arborist estimate	\$34,000.00	\$66,000.00		\$100,000.00
Contractor 2	Citywide Canopy Inventory, per GIS Manager scoping	\$5,000.00	\$10,000.00		\$15,000.00
Contractor 3	Urban Forestry Management Plan, per comparative review of other jurisdictions	\$99,500.00	\$99,500.00		\$199,000.00
Contractor 4	Update Existing Regulatory Documents, based on staff experience with similar projects	\$10,000.00	\$20,000.00		\$30,000.00
Contractor 5	Early Tree Care, per arborist estimate	\$66,000.00	\$133,000.00		\$199,000.00
Federal Request		\$214,500.00	\$328,500.00	\$0.00	\$543,000.00

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

ESCONDIDO BUDGET NARRATIVE

Personnel:

Personnel required for consultant selection and project management described below. Note Escondido does not have annual COLA rates.

- Principal Planner: Overall project management, supervise consultants
 - 445 hours @ \$76.37 per hour = \$26,169
 - Year One: 170 hours @ \$57.69 per hour (\$130,000 Salary at 7.45%) = \$9,808
 - Year Two: 240 hours @ \$57.69 per hour (\$130,000 Salary at 10.65%) = \$13,847
 - Year Three: 35 hours @ \$57.69 per hour (\$130,000 Salary at 2.32%) = \$2,514
- Associate Planner: Oversee updates to ordinances, support project management
 - 353 hours @ \$49.15 per hour = \$16,099
 - Year One: 130 hours @ \$45.60 per hour (\$92,933 Salary at 6.38%) = \$5,928
 - Year Two: 200 hours @ \$45.60 per hour (\$92,933 Salary at 9.82%) = \$9,122
 - Year Three: 23 hours @ \$45.60 per hour (\$92,933 Salary at 1.13%) = \$1,048
- Park Maintenance Supervisor: Manage Tree Care Activities
 - 187 hours @ \$57.01 per hour = \$7,536
 - Year One: 58 hours @ \$46.16 per hour (\$95,143 Salary at 2.81%) = \$2,677
 - Year Two: 105 hours @ \$46.16 per hour (\$95,143 Salary at 5.11%) = \$4,859

Fringe:

This city of Escondido has a fringe rate of 24.49%

- Principal Planner
 - Year 1 (\$9,808 X 24.49%) + Year 2 (\$13,847 X 24.49%) + Year 3 (\$2,514 X 24.49%) = \$6,408.79
- Associate Planner
 - Year 1 (\$5,928 X 24.49%) + Year 2 (\$9,122 X 24.49%) + Year 3 (\$1,048 X 24.49%) = \$3,942.41
- Park Maintenance Supervisor
 - Year 1 (\$2,677 X 24.49%) + Year 2 (\$4,859 X 24.49%) = \$1,845.63

Contractual:

Direct contracts with appropriate consultants for the following:

- \$100,000 for Tree Inventory and new identification of planting locations, based on estimate from local arborist consultant*
- \$15,000 for Tree Canopy Inventory, based on scoping completed by GIS Manager*
- \$199,000 for Public Outreach and final UFMP Document, based on comparative review of other jurisdictions*
- \$30,000 for Update to City Ordinances regarding trees, based on staff experience with similar projects.*
- \$199,000 for Early Tree Care, based on estimate from local arborist consultant
 - For the early tree care, City staff examined past/existing contracts and determined (with confirmation from current contractor) that the cost averages \$1,000 annually per tree. With an estimated 100-125 trees planted each year in 2025 and 2026, staff budgeted \$200,000 to cover early tree care for 200 trees.

*In an effort to find the closest costs for the proposed UFMP creation, Planning staff reviewed past year awards ([2021-22](#) and [2019-20](#)) of the CalFire Urban Forestry Management grants. Planning staff reviewed the Descriptions and Applicant columns, and assessed for whether such entities and scopes had commonality with the City's objective (i.e., a local municipality with similar project scope). After reviewing both years of awards, planning staff narrowed their focus to reviewing City of Newman (\$203K award), City of Bell (\$256K award), City of Vallejo (\$500K award), City of Fremont (\$850K award), and City of Watsonville (\$700K award). City staff also reviewed [City of LA's "First Step" report](#) for guidance on potential costs associated with the southern California region. Subsequently, staff searched for applicable RFPs from those cities that had published and retained the records online. The only RFP located was the City of Watsonville. Based on their RFP and NTE amounts, as well as the City's size (approximately 50K population and 6 square miles), and data from the LA report, City staff came to the amount proposed within our awarded grant budget narrative.

Indirect:

- 10% of direct costs (de minimis rate): \$60,500

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov. If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
 - i. Subrecipient and its employees, may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1) Associated with performance under this award; or

- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).”
- c. Provisions applicable to any Subrecipient:
- i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
- i. “Employee” means either:
 - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity”
 - 1) Means any entity other than a state, local government, Indian tribe, or foreign public

- entity, as those terms are defined in 2 CFR 175.25.
- 2) Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization.
 - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).
3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
- a. Subrecipient may not require its employees, contractors, or Subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 - b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
 - c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
 - d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
 - i. Will prohibit the Subrecipient’s use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
5. FREEDOM OF INFORMATION ACT. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
 - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including

Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

- A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions subawardee will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

- C. Without the GreenLatinos Case Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
 - D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
 - E. Within 30 calendar days of learning about an employee’s conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
10. TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

EXHIBIT D NOTICE OF PRIME AWARD

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013
Between
GREENLATINOS
And The
USDA, FOREST SERVICE
COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY
WASHINGTON OFFICE**

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: sm.fs.wospfreports@usda.gov

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at rhonda.horn@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):
1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
 2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
 3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
 4. Review and approve any proposed competitive process for new subawards.
 5. Consult in the selection of key personnel, if requested.
 6. Participate in the presentation of results in publications and/or conference presentations, if requested.
- C. NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES: To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.

Award Number: 24-CA-11132544-013

4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
 5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Magaña 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: markmagana@greenlatinos.org	Joan Kato 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: joankato@greenlatinos.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kasey Yturalde, PhD, National Program Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: kasey.yturalde@usda.gov	Rhonda Horn, Grants Management Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: rhonda.horn@usda.gov

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

Award Number: 24-CA-11132544-013

- F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (mandatory): SM.FS.asc_ga@usda.gov	Kasey Yturralde
FAX: 877-687-4894	Kasey.yturralde@usda.gov
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- G. ELECTION OF DE MINIMIS INDIRECT RATE. GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- H. PRIOR WRITTEN APPROVAL. GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- I. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior



Award Number: 24-CA-11132544-013

to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark
Magaña
MARK MAGAÑA, President & CEO
GreenLatinos

Digitally signed by Mark
Magaña
Date: 2023.12.13
15:15:41 -05'00'

Date

STEVEN
KOEHN
STEVEN W. KOEHN, Director
Cooperative Forestry
USDA Forest Service, State, Private and Tribal
Forestry

Digitally signed by
STEVEN KOEHN
Date: 2023.12.13
15:49:12 -05'00'

Date

The authority and the format of this award have been reviewed and approved for signature.

Rhonda Horn
RHONDA HORN
USDA Forest Service Grants Management Specialist

Digitally signed by
Rhonda Horn
Date: 2023.12.13
11:43:03 -07'00'

Date

Award Number: 24-CA-11132544-013

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

Award Number: 24-CA-11132544-013

than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30th and December 31st to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting
- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.
- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the

Award Number: 24-CA-11132544-013

recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. **PUBLIC NOTICES.** It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GreenLatinos is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or

Award Number: 24-CA-11132544-013

retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

Award Number: 24-CA-11132544-013

- O. **AWARD CLOSEOUT.** GreenLatinos must submit, no later than 120 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 Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. **DEBARMENT AND SUSPENSION.** GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. **TRAFFICKING IN PERSONS.**

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.

Award Number: 24-CA-11132544-013

- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

Award Number: 24-CA-11132544-013

- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

- 1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

Award Number: 24-CA-11132544-013

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations

Award Number: ~~24~~-CA-11132544-013

regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. **PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM**. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.

Award Number: 24-CA-11132544-013

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

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 <https://www.sam.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

Award Number: 24-CA-11132544-013

- 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 at 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.



City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

Award Number: 24-CA-11132544-013

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)).

END OF ATTACHMENT B: 2 CFR PART 170

Award Number: 24-CA-11132544-013

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

Award Number: 24-CA-11132544-013

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



City of Escondido
 Project Amount: \$665,500
 Project Completion Date: 11/30/2027
 Project Number: 00000015

EXHIBIT E SUBAWARD DATA

(i)	Subrecipient Name	City of Escondido
(ii)	Subrecipient Unique Entity Identifier:	CH9XY8AX7BD8
(iii)	Federal Award Identification Number (FAIN):	24-CA-11132544-013
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/12/23
(v)	Subaward Period of Performance Start Date:	
(vi)	Subaward Period of Performance End Date:	11/30/2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$665,500
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$665,500
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$665,500
(x)	Federal Award Project Description:	The city of Escondido will utilize funds to create a comprehensive and inclusive Urban Forestry Master Plan, and actively engage disadvantaged communities in the development of this Plan. The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in 2025 and 2026.

EXHIBIT F WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;

- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

EXHIBIT G

2 CFR PART 170

1. Reporting Subawards and Executive Compensation.
 - a. *Reporting of First-Tier Subawards.*
 - i. *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).
 - ii. *Where and When to Report.*
 - 1) 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>.
 - 2) 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.)
 - iii. *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.*
 - i. *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
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2) in the preceding fiscal year, you received
 - (a) 80% 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,
- 3) 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 USC § 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>.)
- ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - 1) As part of your registration profile at <https://www.sam.gov>.
 - 2) 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.*
- i. *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
 - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
 - (a) 80% 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
 - 2) 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 USC § 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>.)
- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - 1) To the recipient.
 - 2) 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:
 - i. “Federal Agency” means a Federal agency as defined at 5 USC section 551(1) and further clarified by 5 USC section 552(f).
 - ii. “Non-Federal Entity” means all of the following, as defined in 2 CFR part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization; and,
 - 4) A domestic or foreign for-profit organization
 - iii. “Executive” means officers, managing partners, or any other employees in management positions.
 - iv. “Subaward”:
 - 1) 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.
- 2) 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).
 - 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. “Subrecipient” means a non-federal entity or federal agency that:
- 1) Receives a subaward from you (the recipient) under this award; and
 - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. 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)).



**EXHIBIT H
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
 AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

OMB No. 0505-0027
 Date: 09/30/2025

Expiration



**Certification Regarding
 Debarment, Suspension,
 Ineligibility and Voluntary
 Exclusion Lower Tier Covered
 Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME
 City of Escondido

PR/AWARD NUMBER OR PROJECT
 NAME
 CH9XY8AX7BD8
 Project # 00000015



NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Dane White, Mayor	
SIGNATURE	DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)