

SUBAWARD AGREEMENT**between****River Network****and****the City of Tumwater**

This Subaward Agreement (“Agreement”) is entered into between River Network, an Oregon nonprofit corporation with its principal office at 5398 Manhattan Cir., Boulder, Colorado 80303 (hereinafter referred to as “River Network”), and the City of Tumwater, a local government in Washington with its principal office at 555 Israel Road SW, Tumwater, WA 98501, (herein after referred to as “Subrecipient”). River Network and Subrecipient may each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

- A. **WHEREAS**, River Network has received an award of funds from the United States Department of Agriculture, Forest Service (the “Federal Awarding Agency” or “USFS”), through Cooperative Agreement 24-CA-11132544-017, executed on January 23, 2024 (the “Federal Award” or “Cooperative Agreement”), attached as **Attachment 1** and incorporated herein as part of this Agreement;
- B. **WHEREAS**, River Network entered into the Federal Award to support projects that increase climate resilience and build capacity for disadvantaged communities through urban and community forestry;
- C. **WHEREAS**, Subrecipient is a local government organization located in Tumwater, Washington, that serves project priority communities;
- D. **WHEREAS**, both River Network and Subrecipient seek to improve resilience in disadvantaged frontline communities through supporting such disadvantaged communities experiencing low tree canopy and environmental justice issues;
- E. **WHEREAS**, the Federal Awarding Agency has authorized River Network to enter into this Agreement as a subaward agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION I: Type of Agreement

This Agreement is a subaward, from River Network to Subrecipient, of certain federal Cooperative Agreement funds from River Network's Federal Award identified in Attachment A. Under this Agreement, River Network is a pass-through entity ("PTE") as defined in 2 C.F.R. § 200.1. The Federal Award has a Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name of 10.727, Inflation Reduction Act Urban & Community Forestry Program. Attachments 1 through 7 of this Agreement are hereby incorporated into this Agreement by reference.

SECTION II: Purpose of the Agreement

- A. The Parties enter into this Agreement to collaborate on the Federal Award (**Attachment 1**) and to grant funds (the subaward) to Subrecipient for the purpose of enhancing climate resilience in disadvantaged frontline communities through urban and community forestry. Pursuant to the terms and conditions of this Agreement, Subrecipient shall perform certain activities in the City of Tumwater and as described in Section III for the purpose of supporting disadvantaged communities experiencing low tree canopy and environmental justice issues (the "Project").
- B. The Parties acknowledge and agree that this subaward granted pursuant to this Agreement is neither for research and development nor for any lobbying activities.
- C. The subaward is issued by River Network to the Subrecipient on the express condition that Project activities and funds will be carried-out and administered in accordance with the terms and conditions as set forth in this Agreement and all its attachments, which includes: (1) the Federal Award provisions (**Attachment 1**); (2) the approved Subrecipient Scope of Work (**Attachment 2**); (3) the approved Subrecipient project budget (**Attachment 3**); (4) the approved Subrecipient project budget narrative which must include a justification for the cost categories and amounts (**Attachment 4**); the Subrecipient Financial Capability Questionnaire (**Attachment 5**); the Subrecipient's Certification Regarding Debarment (**Attachment 6**); and the Summary of Subrecipient and Federal Award Information (**Attachment 7**). All Attachments are incorporated herein by reference and made a substantive part of this Agreement. Execution of this Agreement by River Network shall constitute approval of applicable Attachments.

SECTION III: Scope of Work and Project Scope

- A. The Project Scope funded under this Agreement is defined by (1) the activities described in the Scope of Work ("SOW") attached at **Attachment 2**, and (2) the Project Budget described in Section IV and **Attachments 3 and 4**.

- B. Subrecipient is responsible for obtaining all necessary or appropriate approvals, authorizations, permits, or permissions to conduct any activities set forth in the SOW.
- C. Except as otherwise provided in this Agreement, the Scope of Work shall not be changed without the prior written approval of River Network.
- D. Subrecipient shall conduct all activities described in the Scope of Work to support the Project and in compliance with applicable federal requirements set forth in Section V.
- E. Subrecipient shall fully participate in the technical assistance and capacity-building tasks and objectives led by River Network and assist River Network with evaluation and communication plans and programs. The Subrecipient further agrees to participate in one to four (1-4) capacity-building opportunities per year (e.g., peer calls, virtual trainings, etc.) and one to three (1-3) communications activities over the Term of the Project to share lessons learned, and the outcomes of Subrecipient activities, with a national audience (e.g., writing a blog post, presenting during a webinar or conference, being interviewed for a feature written by River Network, participate in video storytelling, etc.) as requested by River Network. The Subrecipient may also be asked to participate in additional media relations efforts led by the Forest Service's Inflation Reduction Act Urban & Community Forestry Program Communications Alliance Group (e.g., being interviewed by a journalist for a national story, etc.) and agrees to cooperate with River Network in such efforts as requested by either River Network or the Federal Awarding Agency.

SECTION IV: Project Budget

- A. Subaward funds are allocated to the budget categories set forth in **Attachment 3**, which shall reflect allowable costs of performance pursuant to the federal cost principles set forth in 2 C.F.R. Part 200, Subpart E.
- B. With prior approval in writing from River Network, Subrecipient may transfer up to ten percent (10%) of the total subaward amount between Direct Cost budget categories as necessary to complete the Project. Transfers between budget categories that exceed ten percent (10%) of the total subaward amount may be requested by the Subrecipient and if approved by River Network shall be documented in an amendment to this Agreement.
- C. The federal funds awarded under this Agreement to Subrecipient shall not exceed the total project budget amount (the "Maximum Amount") set forth in **Attachment 3**, and calculated inclusive of the Subrecipients indirect costs stated in the budget.

SECTION V: Federal Requirements

- A. Subrecipient acknowledges that this Agreement is a subaward of federal funds and that Subrecipient shall comply with administrative and other requirements applicable to

federal awards, including but not limited to maintaining internal controls consist with 2 C.F.R. § 200.303. River Network is administering the federal funds awarded pursuant to the Federal Award issued by the Federal Awarding Agency and River Network will monitor project expenditures for payment eligibility and to ensure that funds are used according to the intent and purpose of the Federal Award.

- B. Funds associated with this Subaward may not be used as match to other U.S. Federal financial assistance.
- C. Federal Compliance. In carrying out the Project activities under this Agreement, subrecipient shall comply with applicable obligations of federal and state laws, regulations, and other requirements, including but not limited to:
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, subparts A through F, and as adopted, supplemented, and amended by the United States Department of Agriculture (“USDA”) in 2 CFR Part 400, and as either may be amended from time to time (2 C.F.R. § 400.1). Adoption by USDA of the Uniform Administrative Requirements in 2 C.F.R. Part 400 gives regulatory effect to the Office of Management and Budget guidance in 2 C.F.R. Part 200, where the full text of these requirements may be found. Electronic copies of the Code of Federal Regulations (“C.F.R”) can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the River Network primary contact.
 - 2. The Federal Award.
 - a. Subrecipient shall comply with all applicable terms and conditions of the Federal Award that apply to River Network, including but not limited to Attachment 3 to the Federal Award (Whistleblower Notice) and the following provisions of Attachment 1 to the Federal Award:
 - i. Section I: Use of USFS Insignia;
 - ii. Section M: Non-Discrimination Statement- Printed, Electronic, or Audiovisual Material;
 - iii. Section S: Trafficking in Persons. Subrecipient and Subrecipient’s 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;
 - iv. Section V: Eligible Workers; and
 - v. Section Z: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- b. As provided in Section B of the Federal Award, the USFS anticipates substantial involvement in the activities set forth in the Cooperative Agreement. Subrecipient shall cooperate in good faith with the Federal Awarding Agency and with River Network to implement the Project, including but not limited to sharing information and participating in meetings with River Network or the Federal Awarding Agency.
- 3. Civil Rights Act of 1964 and other anti-discrimination requirements. Subrecipient shall comply with requirements of Title VI of the Civil Rights Act and other federal, state, or local laws, rules or orders prohibiting discrimination in Federal financial assistance programs, including but not limited to Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, as applicable;
- 4. The Federal Funding Accountability and Transparency Act ("FFATA"). In the case of federal sub-awards greater than \$30,000, River Network is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) through the Sub-award Reporting System, www.fsrs.gov. Subrecipient acknowledges that River Network may be required to report the execution of this Agreement under the FFATA (2 C.F.R. Part 170) and agrees to provide River Network any information necessary for River Network to meet its FFATA obligations;
- 5. Federal Procurement Requirements. For procurement transactions carried out directly to implement this Agreement or the Project, Subrecipient shall comply with applicable federal procurement standards set forth at 2 C.F.R. §§ 200.317 – 200.327. Subrecipient shall provide documentation ensuring compliance with federal procurement requirements upon request by River Network. Sub-recipient will not be reimbursed for procurement activities not in compliance with 2 C.F.R. Part 200; and
- 6. Drug-free workplace requirements (2 C.F.R. Part 382).
- D. Subrecipient Information. The Subrecipient shall complete and submit to River Network the Subrecipient information required pursuant to 2 C.F.R. § 200.332(a), and set forth in **Attachment 7** of this Agreement, prior to this Agreement being executed.
- E. Subrecipient use of Subaward funds. Subrecipient shall use the Subaward solely for the part of the Project outlined in **Attachment 2**, to support disadvantaged communities experiencing low tree canopy and environmental justice issues.
- F. Debarment and Suspension. By executing this Agreement, Subrecipient certifies that neither the Subrecipient, nor any of its principal employees involved in the Project funded pursuant to his Agreement, have been debarred, suspended, or excluded from

participation in federal procurement or federal financial assistance programs. Subrecipient shall comply with the restrictions of 2 C.F.R. Part 180 as adopted by USDA at 2 C.F.R. Part 417. Subrecipient agrees to complete the form AD-1048, provided at **Attachment 6**, Certification Regarding Debarment, prior to this Agreement being executed.

- G. Acknowledgement/Use of Logos. The Subrecipient shall acknowledge River Network and USFS support in all publications, audiovisuals, and electronic media developed as a result of or related to this Agreement. Prior to the Subrecipient using River Network and/or USFS' logos or insignias on any published media, such as a website, social media, printed publication, or audiovisual production, written permission (which may be provided through email) must be granted by River Network and/or USFS. (See <https://www.fs.usda.gov/managing-land/urban-forests/ucf/insignia-approval> and Sections I and M of Attachment 1 of the Cooperative Agreement for the Use of Forest Service Insignia and the USFS Nondiscrimination Statement that must be included in printed, electronic or audiovisual material).
- H. Financial Capability. The Subrecipient shall complete and submit to River Network the form FS-1500-22, attached at **Attachment 5**, Financial Capability Questionnaire, prior to this Agreement being executed.
- I. Match Waiver. The 1:1 match ordinarily required by the USFS is waived pursuant to the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Subrecipient that 100% of the Subaward used for the Project will benefit disadvantaged communities as required by the Federal Award. Verification of the match waiver shall adhere to the USFS's "Match Waiver Compliance Guidance For FY23 IRA UCF Grant Program Awardees, 12/13/23."
- J. Subrecipient Indirect Cost Rate. For purposes of this Subaward, the Subrecipient shall apply their approved federally recognized and valid Negotiated Indirect Cost Rate Agreement (NICRA) or, if the Subrecipient does not have a NICRA, the federal *de minimus* indirect cost rate of 10%. Subrecipient must provide a copy of their approved and valid NICRA to River Network with their invoices in order for indirect costs above the *de minimus* rate of 10% to be reimbursed.
- K. Records and Audits.
 - 1. Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless extended by River Network, these records shall be maintained for a period of at least three years after the final financial report is required to be submitted by Subrecipient to River Network and approved by River Network. Notwithstanding the foregoing, Subrecipient agrees to maintain all Records for equipment

purchased with Subaward funds for three years after the final disposition of such equipment.

2. Upon request by River Network, Subrecipient shall provide timely and unrestricted access to its books, financial statements, accounts, files, Records, and other information and documentation for inspection, review and audit by River Network, the Federal Awarding Agency, and its authorized representatives.
3. If the Subrecipient expends more than \$750,000 in U.S. Federal funds during its fiscal year, it must have performed a single audit in accordance with Uniform Guidance, Subpart F. A copy of the audit must be provided to River Network within six months after the Subrecipient's fiscal year-end.
4. The provisions of this Section V.K. shall survive the expiration of this Subaward.

SECTION VI: Reporting Requirements

A. Performance Reports

1. *Interim Reports.* Subrecipient shall submit to River Network interim performance report(s) biannually throughout the Term. These interim performance reports will be due June 30 and December 31 each calendar year. Interim performance reports shall include information on progress to-date toward accomplishment of objectives, including but not limited to the following:
 - a. Activities undertaken under the Project;
 - b. Problems experienced/changes anticipated;
 - c. Corrective action planned to resolve problems and the effect of these problems on the remaining schedule for achieving the Project goals;
 - d. Findings/Conclusions; and
 - e. Description of activities anticipated during the next Reporting Period.
2. *Public Project Impact Report and Other Reports.* Subrecipient shall:
 - a. Submit quantitative and qualitative Project accomplishments biannually to a public-facing Impact Reporting Platform (instructions for the content and due dates of the Project Impact Report shall be provided by USFS); and
 - b. Submit other reports and information as requested by River Network at its discretion, or as requested by the Federal Awarding Agency, at its discretion.

3. *Final Performance Report.* Subrecipient shall submit a final report to River Network for a collaborative final report no later than 60 calendar days after the Agreement's expiration or termination. The final report shall include:
 - a. A summary of comprehensive project accomplishments;
 - b. Any discrepancies between planned activities and achieved activities;
 - c. Lessons learned from project implementation;
 - d. Any reports or communications products produced; and
 - e. Project photographs.
- B. *Annual Financial Reports.* Subrecipient shall submit to River Network, annually by December 31 each calendar year through the Term, a financial report that sets forth funds spent to date compared to the approved budget for each budget category.
- C. *Report Submission.* Except as otherwise provided in writing by the USFS, all Reports required to be submitted pursuant to this Section VI shall be sent by electronic mail to the River Network contact(s) set forth in Section XI (Notice).

SECTION VII: Payment Terms

- A. *Detailed Invoice.* For performing the work required under this Agreement, disbursements shall be made to the Subrecipient on a reimbursement basis upon receipt of a detailed invoice of costs and expenses and supporting documentation (such as receipts) that validates the costs and expenses included on the invoice. Expenses and costs must be detailed in the invoice, including date incurred, quantities, rates and costs per item. River Network may request additional supporting documentation of reimbursable costs.
- B. *Request for Payment.* Invoices shall be submitted by Subrecipient to River Network no more frequently than monthly and no less frequently than annually. Invoices shall be submitted to River Network in the form to be provided by River Network as a template invoice.
- C. *Disallowed costs.* To the extent River Network has disbursed payment to Subrecipient for costs or expenses that are subsequently determined by River Network to be disallowed pursuant to this Agreement, Subrecipient shall be responsible for all such disallowed costs as set forth in Section VII.G.a.
- D. The total payment made by River Network to Subrecipient for such costs and expenses shall not exceed the Maximum Amount and such amount shall constitute full payment, provided that River Network shall only be obligated to remit such full payment upon Subrecipient's delivery of the necessary documentation required under this Agreement to make such payment. River Network may withhold up to 10% (ten percent) of the Maximum Amount (the "Holdback Amount") until the conditions set

forth in Section VII.F. are satisfied.

- E. Reimbursement of the Maximum Amount can be requested for any amount up to the final Holdback Amount or \$50,000, whichever amount is less.
- F. Final payment of the Holdback Amount will be made following completion by Subrecipient of the Project Activities set forth in Attachment 2, and receipt and approval by River Network of all deliverables and reports under this Agreement, as well as a final invoice.
- G. Subrecipient acknowledges that payment of invoices submitted by Subrecipient is contingent upon:
 - a. a determination by River Network that the amounts being invoiced are allowable, allocable, and reasonable under applicable rules and regulations. Subrecipient must promptly refund any excess payments received from River Network, including any costs determined unallowable by the USFS and/or through subsequent audit or investigation, including but not limited to audits initiated by Subrecipient, River Network, or any governmental entity;
 - b. USFS determination that all work in connection with the Federal Award is being performed to the Federal Awarding Agency's satisfaction;
 - c. timely receipt and acceptance by USFS or River Network of all required reports and other deliverables;
 - d. River Network and Subrecipients' compliance with all applicable terms and conditions of the Federal Award; and
 - e. availability of funds pursuant to the Federal Award. Subrecipient acknowledges and agrees that subaward funds are only available to Subrecipient pursuant to this Agreement upon receipt of such funds by River Network from the Federal Awarding Agency pursuant to the Federal Award. In the event the Federal Awarding Agency fails to disburse such funds to River Network for any reason, River Network may, at its sole discretion, notify Subrecipient to temporarily cease work under this Agreement, reduce the Scope of Work, or terminate this Agreement. If River Network notifies Subrecipient in writing of any modification or termination of funding under the Federal Award that may materially impact this Agreement, Subrecipient shall stop work, and River Network shall, subject to the cost allowability requirements set forth in this Agreement, pay obligations incurred by Subrecipient prior to the date of such notice and that could not reasonably be cancelled.
- H. Project income. If Subrecipient anticipates generating any Program Income (as defined

at 2 C.F.R. §§ 200.1 and 200.307), Subrecipient shall promptly notify River Network. Subrecipient acknowledges and agrees it will reinvest such Program Income into the Project activities and will confer and cooperate in good faith with River Network in the treatment of such Program Income.

- I. Subrecipient shall not submit any costs or expenses that are unallowable under federal regulation or this Subaward to River Network for reimbursements. Costs that exceed the Maximum Amount, are incurred or submitted outside the Term, or that lie outside the scope of the activities of the purpose of this Subaward are unallowable.
- J. If USFS determines and informs River Network in writing that Subrecipient has not achieved the purpose of the Federal Award and has little likelihood of doing so, and that therefore River Network may be required to reimburse USFS for all or a portion of the Subrecipient subaward funds, River Network shall have the right to require reimbursement of all or a portion of the Subrecipient funds from Subrecipient.
- K. River Network shall be entitled to deduct and set off against all compensation that may otherwise become due by River Network to Subrecipient under this Agreement sums to cure or correct any of Subrecipient's defaults under this Agreement.

SECTION VIII: Term.

- A. This Agreement shall be binding and effective upon execution of this Agreement by both Parties ("Commencement Date"). This Agreement shall expire on March 30, 2028 (the "Expiration Date").
- B. The Expiration Date may be extended by amendment of this Agreement, which shall be in writing and signed by all Parties.
- C. *Pre-award costs.* The Parties acknowledge and agree that Subaward funds may not be used to support activities conducted outside the Term of this Agreement. Costs incurred by Subrecipient prior to the Commencement Date, or after the Expiration Date, are disallowed. However, River Network will consider expenses incurred in the 90-day period prior to execution of this Agreement on a case-by-case basis, if they are deemed necessary for the efficient and timely performance of the scope of work, and to the extent that they would have been allowable if incurred after the date of the Federal award. All pre-award costs require written approval by River Network.

SECTION IX: Termination

- A. *Termination for Convenience.* This Agreement may be terminated by either Party without cause by giving 60 (sixty) calendar days written notice to the other Party of intent to terminate. Upon receipt of the termination notice from River Network, the

Subrecipient shall take all necessary action to cancel outstanding commitments relating to the work under this Agreement. In the event of termination by River Network prior to the originally agreed upon expiration of the Term, River Network shall, subject to the cost allowability requirements referred to above, pay any obligations incurred by the Subrecipient that could not reasonably be canceled.

- B. *Termination for Cause.* This Agreement may be terminated for (i) a material breach of the Agreement by a Party; (ii) the failure to obtain, or the loss or suspension of, any license, permit, approval, or authorization necessary to conduct the activities set forth in the Scope of Work; or (iii) the exclusion or ineligibility for any reason (including but not limited to debarment or suspension) of the Subrecipient from participating in federal awards.
- C. *Termination of the Federal Award.* Consistent with Section VII.I., River Network may terminate this Agreement by written notice to Subrecipient if the Federal Award is terminated or if funding thereunder is materially reduced.

SECTION X: Assignment

Neither the rights or obligations set forth in this agreement may be assigned or transferred by the Subrecipient in whole or in part without the prior written consent of River Network.

SECTION XI: Notice

Notices to be provided related to this Agreement shall be effective only if made in writing and delivered by electronic mail to the following individuals, who are the primary contact(s) for each Party, respectively:

If to River Network:

Barbara Long or Stephanie Heidbreder

Barbara Long
VP Finance, People & Ops
720-465-6962
blong@rivernetwork.org
P.O. Box 21387, Boulder, CO 80308

Stephanie Heidbreder
Director, Urban and Community Forestry
720-790-8278
sheidbreder@rivernetwork.org
P.O. Box 21387, Boulder, CO 80308

If to Subrecipient:

Alyssa Jones Wood
Sustainability Coordinator
360-754-4140
ajoneswood@ci.tumwater.wa.us
555 Israel Road SW, Tumwater, WA 98501

SECTION XII: Mutual Indemnification and Hold Harmless. Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (the “Indemnified Party”), its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including but not limited to reasonable attorney’s fees) arising from or in connection with any breach of this agreement by the Indemnifying Party or its representatives, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by the negligence or intentional misconduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party’s expense.

SECTION XIII: Other Terms

- A. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other agreements or understandings between the Parties, whether oral or written, and relating to the subject matter of this Agreement.
- B. Amendment. This Agreement may be modified only by mutual consent of the Parties, and by issuance of a written amendment signed by both Parties. River Network is not obligated to fund any modifications not properly approved in advance and incorporated herein through a valid amendment. No waiver, modification, or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by River Network and the sub-recipient. Except for the specific provisions(s) of this Agreement that may be amended pursuant to this paragraph, all other provisions of this Agreement shall remain in full force and effect after such Amendment.
- C. Cooperation. Subrecipient understands and agrees that River Network is required to monitor the activities of all subrecipients to ensure that the Subaward is used for authorized purposes in compliance with this Agreement, and that the Subrecipient’s performance goals are achieved. Subrecipient shall cooperate in good faith with River Network in implementing this Agreement and Project by, including but not limited to, regularly communicating with River Network about the Project, providing reports requested by River Network, arranging for site visits by River Network or its authorized representatives where appropriate, providing reports requested by River Network, and taking all other actions reasonably requested by River Network to implement the Project.
- D. Subrecipient shall comply, in implementing the Project, with all other applicable federal,

state, and local laws, regulations, and requirements, including, but not limited to, applicable health and safety and minimum wage requirements.

- E. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- F. Independent entity. Subrecipient and River Network are independent entities, and neither Party is an agent, authorized representative, or employee of the other Party. The Parties acknowledge that each Party shall be responsible for the actions and omissions of its employees, contractors, and agents in implementing the Project.
- G. Insurance. The Subrecipient shall maintain, during the Term, and at its sole cost and expense the following insurance against any claims or injuries to persons or damage to property that arises from or relates to the performance of the Project, pursuant to this Agreement, by Subrecipient, its agents, employees, representatives, or subcontractors: (1) general liability insurance including broad form property damage coverage and personal injury liability insurance written on an occurrence basis with limits of at least three million dollars (\$3,000,000) per occurrence against claims or damages to persons or property; and (2) motor vehicle liability insurance, covering all owned and non-owned vehicles used in performing the Scope of Work, with a liability limit of at least one million dollars (\$1,000,000) limit per claim written on a claims made basis. Any and all deductibles in the above insurance policies shall be assumed by Subrecipient. Subrecipient agrees to comply with all provisions of the workers compensation laws of the State of Washington.
- H. Copyright. For all works subject to copyright protection and created by or for Subrecipient in performance of this Agreement, Subrecipient hereby grants to River Network and the United State Government a royalty-free, non-exclusive, and irrevocable license to reproduce, display, publish, or otherwise use, and to authorize others to use, the copyright for any purpose whatsoever (including to create derivative works).
- I. Choice of Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.
- J. Significant Developments. Subrecipient shall immediately notify River Network of any significant developments as set forth in 2 C.F.R. §200.329(e), including (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Agreement. This notice must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- K. Definitions. Terms not otherwise defined herein shall have the meaning set forth in 2 C.F.R. §200.1.

- L. Recitals as substantive provisions. The Recitals set forth in this Agreement are hereby incorporated by reference as substantive provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers.

Raj Shukla
President
For River Network
P.O. Box 21387
Boulder, CO 80308
P: 608-721-6584

Debbie Sullivan
Mayor
For the City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
P: 360-754-4120

Signature

Signature

Date

Date

Attachment 1: Federal Award between USDA, Forest Service and River Network

Attachment 2: Subrecipient Scope of Work

Attachment 3: Subrecipient Project Budget

Attachment 4: Subrecipient Project Budget Narrative

Attachment 5: FS-1500-22 Financial Capability Questionnaire

Attachment 6: Form AD-1048, Certification regarding Debarment

Attachment 7: Summary of Subrecipient and Federal Award Information

**Attachment 1
Federal Award Provisions**

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-017
Between The
RIVER NETWORK
And The
USDA, FOREST SERVICE
STATE, PRIVATE & TRIBAL FORESTRY
COOPERATIVE FORESTRY**

Project Title: Building Climate Resilience in Disadvantaged Frontline Communities through Urban and Community Forestry - Inflation Reduction Act

Upon execution of this document, an award to River Network, hereinafter referred to as “River Network,” in the amount of **\$12,000,000**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 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. River Network accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 11, 2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

The Urban & 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 assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Program performance reports and financial reports shall be submitted semi-annually. Please send copies of all reports to SM.FS.WOSPReports@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 margarita.dolar@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. River Network 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 recommended subaward grant agreements before any work begins related to unallocated or reserve funding.
 2. Review and approve tracking & 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 by the River Network.
 6. Participate in the presentation of results in publications and/or conference presentations, if requested by the River Network.
- C. **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
Diana Toledo 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 930-4810 Email: dtoledo@rivernetwork.org	Barbara Long 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 465-6962 Email: blong@rivernetwork.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Robert Seemann 201 14 th ST SW Washington, DC 20250 Telephone: (225) 964-6158 Email: robert.seemann@usda.gov	Margarita (Peach) Dolar 201 14 th ST SW Washington, DC 20250 Telephone: (410) 940-4587 Email: margarita.dolar@usda.gov

- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award River Network acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If River Network fails to comply with these provisions, the Forest Service will annul this award and may recover any funds River Network has expended in violation of sections 433 and 434.
- E. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). River Network 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.
- 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 (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Robert Seemann Robert.seemann@usda.gov

- G. ELECTION OF DE MINIMIS INDIRECT RATE. River Network 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 River Network 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. River Network 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 60 days prior 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 **09/30/2028**. 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.

Barbara Long Digitally signed by Barbara Long
Date: 2024.01.23 08:34:37 -07'00'

BARBARA LONG

Date

Vice President of Finance, Operations and People
River Network

STEVEN KOEHN Digitally signed by STEVEN KOEHN
Date: 2024.01.23 12:51:34 -05'00'

STEVEN W. KOEHN

Date

Director, Cooperative Forestry
US Forest Service – State, Private & Tribal Forestry

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

MARGARITA DOLAR Digitally signed by MARGARITA
DOLAR
Date: 2024.01.22 11:02:02 -05'00'

MARGARITA DOLAR

Date

Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, River Network 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 River Network 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 River Network or any third party.
- C. NOTICES. Any notice given by the Forest Service or River Network 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 River Network, 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 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

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.

River Network shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with River Network'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 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

G. NOTIFICATION. River Network 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 River Network 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 River Network 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

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. River Network is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

River Network may call on Forest Service's Office of Communication for advice regarding public notices. River Network 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. River Network 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. River Network 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 (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.

- O. AWARD CLOSEOUT. River Network 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 River Network 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. River Network 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 River Network 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.
 - 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
- (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. River Network 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 River Network 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 River Network 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. River Network 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.

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. River Network 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 River Network learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, River Network 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. River Network 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)). River Network 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.

- 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.

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

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.

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

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

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.

Attachment 2 SOW

PROJECT NARRATIVE TEMPLATE

NOTE: Do NOT rename or rearrange the sections in this template.

INSTRUCTIONS: Edit this document and complete each of the numbered sections below. Once your project narrative is completed, save this file as an Adobe Acrobat PDF file and upload it to the Grant Portal under the appropriate Project Narrative document workflow step.

The text in this narrative must be single spaced typed in standard typeface (e.g., Times New Roman, Arial, Calibri) with no smaller than 12-point font. Do NOT modify the page layout, margins, header, or footer in the document as each page must be numbered and have one-inch margins.

NOTE: This completed project narrative document is NOT to exceed 7 single spaced pages.

1. Project Scope Alignment:

Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, [State Forest Action Plans](#), and [Ten-Year Urban and Community Forestry Action Plan \(2016-2026\)](#) priorities.

The City of Tumwater Urban Forestry Capacity and Equity Project seeks to protect, enhance, and expand equitable urban tree canopy in Tumwater in order to maximize benefits to community members. In 2017, the City of Tumwater and its Urban Growth Area had an average of 40% urban tree canopy cover. Since 2017, we have learned that our urban tree canopy is not distributed equitably. According to the American Forests Tree Equity Score, 5 of 17 Census Block Groups in the City of Tumwater have low Tree Equity Scores ranging from 29 to 51. The City of Tumwater Urban Forestry Management Plan set a goal to increase urban tree canopy cover to 50% by 2040. With the funding requested in this proposal, we hope to sustainability increase Tumwater's capacity to manage our Urban Forest. We intend to preserve existing canopy cover and increase canopy cover in an equitable manner by providing free tree establishment materials (trees, mulch, compost, and watering bags) and technical assistance to residents of disadvantaged communities (DACs) in Tumwater.

The City of Tumwater Urban Forestry Capacity and Equity Project seeks to establish long-term monitoring of air temperature and extreme heat, launch assistance and grant programs for community members in Tumwater DACs to expand and preserve the urban and community forest, and build capacity within Tumwater staff by hiring an Urban Forester. Any work done by the Urban Forester that is paid for by this grant will occur within Tumwater DACs. Given that approximately 50% of Tumwater's boundaries contain DACs, this grant award will fund 50% of the full-time Urban Forester's time. The Urban Forester will track their time for grant accounting purposes utilizing City timesheet codes and excel.

The full-time Urban Forester will be tasked with the following:

- Concentrate at least 50% of work time to result in an equitable distribution of urban and community forest resources and benefits to the DACs in Tumwater
- Reviewing Tree/Forestry related Permit and Development applications;
- Maintaining, monitoring, and managing the City-owned Urban and Community Forest in coordination with other City staff;

- Developing and launching programs focused on distributing, assessing, and maintaining trees in DACs in Tumwater;
- Monitoring long-term air temperature and extreme heat in DACs and a control location;
- Staffing the City Tree Board; and
- Implementing the City Urban Forestry Management Plan.

This project is aligned with the Washington State Forest Action Plan, the Ten-Year Urban and Community Forestry Action Plan, and the City of Tumwater's Urban Forestry Management Plan. The Ten-Year Urban Forestry Action's mission is to help all communities create urban and community forests that are diverse, healthy, and accessible for all citizens. Specifically, this Project seeks to manage urban forests to improve human health and wellness by monitoring heat (Goal 2, Strategy C), engaging underserved communities in urban and community forestry (Goal 3, Strategy B and Goal 7, Strategy C), and following the Tumwater Urban Forestry Management Plan's guiding concept of right tree right place (Goal 4, Strategy A, Action 5). This project is also aligned with the Washington State Forest Action Plan as it aims to enhance the health and resilience of forests in urban centers to help support environmental justice (Goal 1). Lastly, this Project seeks to accomplish the Tumwater Urban Forestry Management Plan's Objective 5.2 Action D to hire an urban forester, certified arborist, or urban ecologist on City staff.

2. Implementation Strategy/Methodology/Timeline:

Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.

Our approach to this project is to remove obstacles to preserving and expanding tree canopy in DACs while collecting long-term data on how this approach impacts extreme heat.

The City of Tumwater seeks both to increase its tree canopy and to retain the existing tree canopy which provides many ecosystem services to our community. We are incorporating lessons learned from our residents and case studies across the United States to develop our approach. Recent community engagement in Tumwater has shown staff that homeowners, especially income-restricted homeowners, remove trees because they fear the potential financial impacts of what a tree or limbs falling could create. Oftentimes, this fear can be alleviated by a Tree Health Assessment done by a Certified Arborist, but that comes with its own financial burden. In some cases, trees assessed by the Arborist may require maintenance to stay healthy and reduce the likelihood of property damage, such as trimming. Also, past experiences in other municipalities across the United States show that planting trees in the right-of-way in DACs without getting adequate buy-in or providing technical assistance for maintenance can cause projects to fail. Our intent is to ensure that additional trees or street trees planted in those neighborhoods are accepted by its residents prior to planting and that we provide support for existing street trees in these neighborhoods by way of a small grant used for maintenance and trimming.

The milestones we plan to achieve as part of this proposal are as follows:

Milestone 1: Install Air Temperature Data Loggers in Heat Islands (Goal to complete installation by December 31, 2024)

Use available data to identify the low-canopy and most extreme heat-impacted areas in DACs within the City and install at least 6 Air Temperature Data Loggers in those locations. The data collected using the data loggers will be used to prioritize planting efforts and examine disparities.

- Evaluation Methods: This task is focused on developing baseline data to compare future data against. Annual data pulls can be included in an overall Annual Report.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Quantitative Air Temperature Data	An average of 0.25 to 0.5 Degree F cooler in DACs	Seven data loggers will be deployed in DACs, one of which as a control at the Olympia Regional Airport in Tumwater which has other meteorological data collected regularly	

Milestone 2: Hire a full-time Urban Forester (Goal for Staff Person to be hired by March 30, 2025)

Recruit and hire a full-time Urban Forester staff person who will spend at least 50% of their time working towards an equitable distribution of urban and community forest resources and benefits to the DACs in Tumwater.

- Measurable Outcomes:
 - Number of Permit and Development Applications reviewed per year; and
 - Number of trees assessed, trimmed, maintained, and planted in the Urban and Community Forest.
- Evaluation Methods: Annual Report containing data points listed above and any anecdotal or qualitative measurements as applicable.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of Permit, Landscaping Plan, and Development Applications	250		Existing city funding will cover permit, plan, and application review in non-disadvantaged areas

reviewed			
Number of trees planted in DACs	250	Trees planted will be ~2" caliper trees	
Number of trees assessed in DACs	50		Existing city funding will cover tree assessments in non-disadvantaged areas

Milestone 3: Plan and Launch Canopy Equity Program (Goal to launch by March 30, 2026)

Develop and launch a free tree establishment program to expand the community and urban forest in DACs in Tumwater on both City-owned and private property.

- Measurable Outcomes:
 - Outreach metrics with the goal to reach at least 50% of community members in DACs within Tumwater in year 1 via mailers, newsletters, flyers, and door-hangers;
 - Number of trees distributed per year; and
 - Strategy document for City-led plantings to increase canopy DACs of Tumwater.
- Evaluation Methods: Annual Report on outreach metrics, tree distribution, next steps for City-led plantings, and identified areas for improvement in the following year.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of trees distributed	250		

Milestone 4: Plan and Launch Tree Assessment Assistance (Goal to Launch by March 30, 2026)

Develop and launch a program in which residents of DACs in Tumwater can request the City Urban Forester provide a Tree Health Assessment on their property free of charge.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of requests for Tree Health Assessments	50		
Number of Tree Health Assessments provided by the City Urban	50		Existing City funding will cover Tree Health Assessments in non-DACs

Forester in Tumwater DACs			
---------------------------	--	--	--

- Evaluation Methods: Annual Report including the quantity of households requesting and receiving Tree Assessments from the City Urban Forester and feedback from the members of the public participating in the assistance program.

Milestone 5: Launch Street Tree Trimming Grants (Goal to launch by January 31, 2027)

- Description: Develop and launch a targeted small grant program in which residents of DACs in Tumwater can apply for in-kind or contracted services to trim street trees adjacent to their property. While this in-kind service will only occur in DACs, priority will be given to DAC residents of low- or moderate-income residents, street trees in DACs that are causing conflicts, and/or trees in DACs that have been assessed by the City Urban Forester and found to need this maintenance. Develop this small grant program with minimal barriers to use and work on it iteratively to make it easy to access.
- Measurable Outcomes:
 - Number of Street Tree Trimming grant applications; and
 - Number of trees trimmed utilizing the small grant program.
- Evaluation Methods: Annual Report including the quantity and demographics of people requesting and receiving Street Tree Trimming grants and feedback from grant recipients. Demographic information gathering will be voluntary.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of Street Tree Trimming grant applications	50		
Number of trees trimmed in Tumwater DACs	40		

3. Capability and Capacity:

Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.

The City of Tumwater adopted its Urban Forestry Management Plan in March 2021 and has had a community member Tree Board for more than twenty-five years. The City is currently undergoing the development of an Equity Toolbox which will be helpful in the development and deployment of Milestones 3 through 5.

Alyssa Jones Wood is the City of Tumwater Sustainability Coordinator. She will serve as Project Manager for the City of Tumwater Urban Forestry Capacity and Equity Project. Alyssa has a B.S. in Environmental Studies and a M.S. in Geosciences: Human-Environment Sustainability. She currently staffs the Tumwater Tree Board and spends approximately 30% of her time on the implementation of the Urban Forestry Management Plan. Alyssa has more than 9 years of experience managing projects related to the intersection of plants and equity and has 10 years of experience managing grant projects and the associated reporting.

Dan Smith is the City of Tumwater Director of the Water Resources & Sustainability Department. He will oversee the hiring of the Urban Forester and will supervise the position. Dan has a B.S. in Environmental Science and has expertise in hydrogeology, environmental chemistry, and environmental education.

Brad Medrud is the City of Tumwater Planning Manager. He will provide support to Alyssa and Dan related to planning for the City of Tumwater Urban Forestry Capacity and Equity Project. Brad has worked for 19 years as an urban planning consultant for public- and private-sector clients across Washington State on a wide variety of planning projects. Brad organized and oversaw the development of the Urban Forestry Management Plan and is currently the Project Manager on three Code revisions related to trees in Tumwater. Prior to Alyssa being hired Brad also staffed the Tumwater Tree Board. Brad holds a B.A., a M.S., and a Master of Urban Planning.

4. Communications Plan:

Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.

The City plans to carry out the following communications to the public:

Communication	Funding Information Included
Press release announcing the grant award and project intent	Funding acknowledgment
Press release announcing the job posting for the Urban Forester	Funding acknowledgment
Press Release announcing the launch of the incentive, tree assessment assistance program, and tree trimming grants	Funding acknowledgment
Social Media Posts	USFS Logo
Social Media advertisements about the incentive, tree assessment assistance program, and tree trimming grants	USFS Logo
Newsletter Article about grant award	Funding acknowledgment
Newsletter Article about Urban Forester when hired	Funding acknowledgment

Newsletter article about the launch of the incentive, tree assessment assistance program, and tree trimming grants	Funding acknowledgment
Targeted mailing to addresses in EPA IRA Disadvantaged Communities in the City	USFS Logo
Yard Signs for program participants	USFS Logo

All communication including the Forest Service logo or a funding acknowledgment will be sent to the Forest Service for approval before distribution or printing.

5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality [Climate and Economic Justice Screening Tool \(CEJST\)](#), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA [EnviroAtlas Interactive Map](#), Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.**

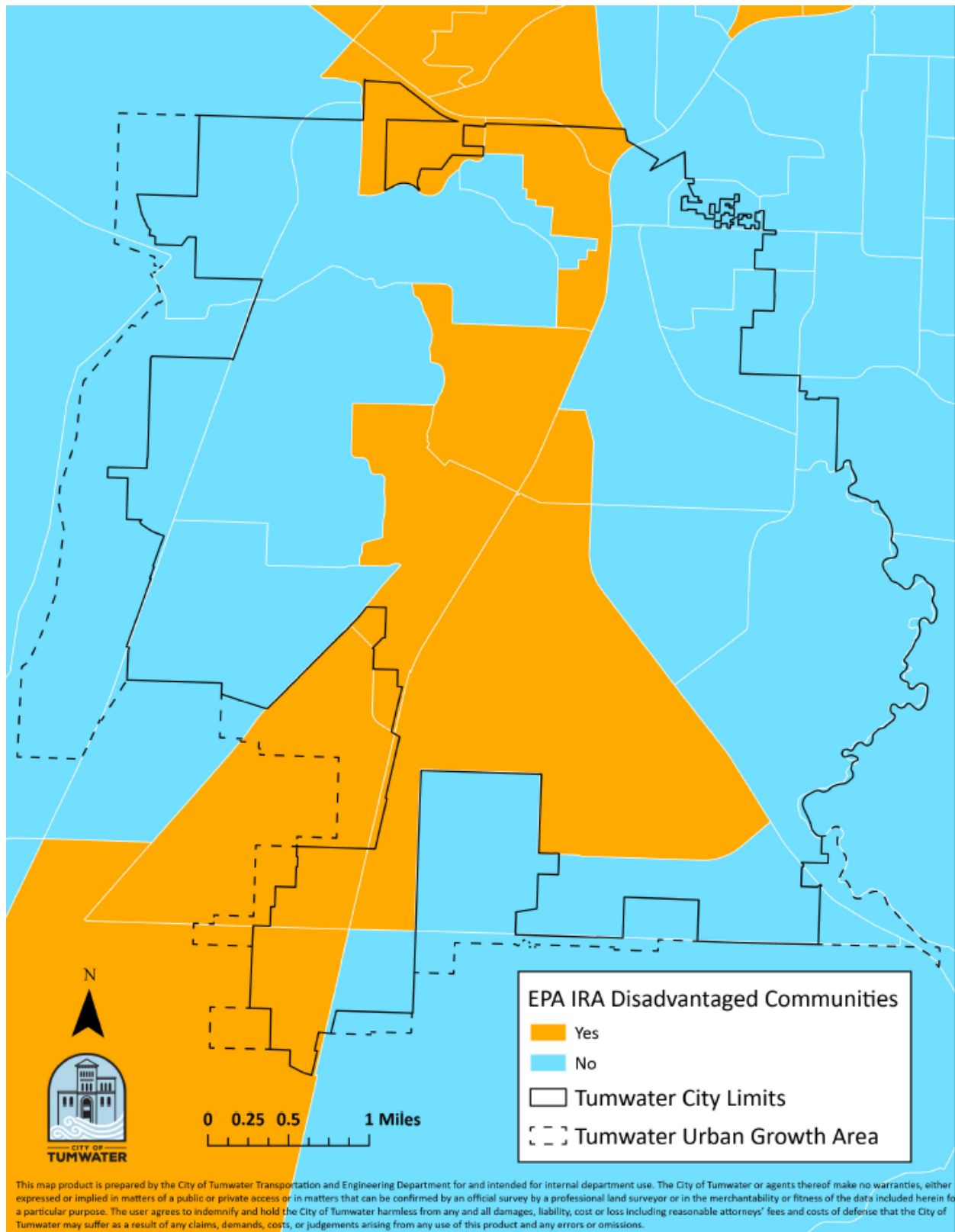
Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

Much of the City of Tumwater's Urban Core is considered an EPA IRA Disadvantaged Community (orange areas of the map below).

Milestone	Benefits to DACs
1	This funding will be used to benefit DACs. The air temperature sensors will be distributed throughout DACs in Tumwater and will collect and monitor data regularly. This will allow the City of Tumwater to observe instances of extreme heat or urban heat island effect and work to lessen heat-harboring conditions through the other project milestones.
2	The full cost to hire a full-time Urban Forester will be split 50/50 between the River Network Grant and City funds. That time which is grant-funded will be focused on increasing equity and producing benefits for residents and tenants in DACs. At least 50% of the full-time Urban Forester's time will be dedicated to working towards an equitable distribution of urban and community forest resources and benefits to the

	DACs in Tumwater.
3	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Trees, mulch, compost, and watering bags will be provided only to addresses within the DACs. These benefits will accrue for DACs by having more shade trees and green space, which will hopefully help lower the ambient air temperature.
4	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Our intent with this program is to help residents and tenants feel comfortable about trees on their property by providing well-informed advice regarding tree health, risk, and maintenance needs. These benefits will accrue through more mature trees being left to live out their natural lives.
5	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Street trees are currently the adjacent property owner's responsibility to maintain, which can be a costly burden. Our intent with this program is to alleviate that cost where adjacent property owners cannot afford to keep up with necessary maintenance. The benefits of this will accrue by having better-maintained right-of-ways for pedestrians and bicyclists and improved tree health.

the in : 530670105204, 530670108011, 530670108012, 530670109102, 530670109103, 530670109201, 530670109202, and 530670118223 and(s).”The first map below was generated by using EPA Inflation Reduction Act Disadvantaged Communities .gbd data provided at [Inflation Reduction Act Disadvantaged Communities Map | US EPA](#). City Limits and Tumwater Urban Growth Area boundaries were supplied from the City of Tumwater. The second map provided is from the EJ Screening Tool (version 2.2) with an overlay of the EPA DAC layers and City of Tumwater boundaries.



Attachment 3 Project Budget

BUDGET TABLE

	Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
		Cash	In-Kind		
Personnel				\$0.00	
Urban Forester					
Salary	\$133,992.00			\$133,992.00	
				\$0.00	
				\$0.00	
Fringe Benefits				\$0.00	
Urban Forester					
Benefits	\$50,515.50			\$50,515.50	
				\$0.00	
				\$0.00	
Travel				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Equipment				\$0.00	
				\$0.00	
				\$0.00	
Supplies				\$0.00	
Incentives: Trees,					
Watering Bags,					
Compost, and					
Mulch	\$52,407.50			\$52,407.50	
Printing and					
Mailing Costs	\$14,580.00			\$14,580.00	
Temperature Data					
Loggers	\$1,806.75			\$1,806.75	
Contractual				\$0.00	
Tree Pruning					
Services for					
residents of DACs	\$80,000.00			\$80,000.00	
				\$0.00	
				\$0.00	
Other (sub-grants only)				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Direct Costs:	\$333,301.75	\$0.00		\$333,301.75	
Indirect Cost:				\$0.00	
Total Project Cost:	\$333,301.75	\$0.00		\$333,301.75	

Attachment 4

Budget Narrative

Budget Narrative

Applicant: City of Tumwater

Project: City of Tumwater Urban Forestry Capacity and Equity Project

Personnel:

A full-time Urban Forester is required for Milestones 3 through 5 in the Project Narrative.

The Urban Forester will spend 50% of their time in EPA IRA Disadvantaged Communities and working to prioritize equity to inform future decisions to allocate resources equitably and address urban and community forestry disparities. The Urban Forester will track their time utilizing City timesheet codes and Excel to ensure they are charging the correct amount of their time to the grant. The Urban Forester will be a salaried position working 40-hour workweek, typically 8 a.m. to 5 p.m. Monday through Friday, with some night and weekend duties sporadically. The salary is budgeted below to be static throughout the three years. If cost of living adjustments occur within the grant period, the City will include that in their share of the salary and benefit costs.

Urban Forester: 3 years at a maximum salary of \$89,328 per year = \$267,984 total cost

50% of total salary cost (River Network Grant) = \$133,992

Fringe Benefits:

All benefits are based on an expected benefit rate of 37.7%. Much like the salary of the Urban Forester, we are requesting the River Network fund 50% of these costs.

$\$89,328 \text{ per year} \times 37.7\% = \$33,677 \text{ per year total benefits}$

$\$33,677 \times 3 \text{ years} = \$101,031$

50% of total benefits (River Network Grant) = \$50,515.50

Supplies:

Trees, Watering Bags, Compost, and Mulch

Tree Establishment Costs include Trees at \$150 each + Watering Bag at \$30 each + Compost at \$5 each + Mulch at \$5 each + 9.7% sales tax = \$208.43

125 per year at \$208.43 each + \$150 delivery each year = \$26,203.75 per year

2 years of incentive = \$52,407.50

Printing and Mailing Costs:

Expected printing of 10,000 door hangers per year at \$0.07 each = \$700 per year

13,000 postcards printed and mailed per year at \$0.32 each = \$4,160 per year

3 years of mailing for both planning and launching Milestones 3 through 5 = \$14,580

Ambient Air Temperature Data Loggers

Seven Temperature Hobo Data Loggers at \$230 + \$37 shipping + 9.7% Sales Tax = \$1,806.75

Contractual:

Direct contract with Certified Arborists to trim and maintain street trees as part of Milestone 5 in the Project Narrative. The contractor to complete this work has not been selected yet and will be selected through a competitive solicitation process. Cost estimates for hourly labor came from averaging the cost estimates for small and large routine pruning estimates included in Tumwater's 2024 Tree Inventory and Maintenance Plan.

320 hours at \$250 per hour = \$80,000



USDA Forest Service

OMB 0596-0217
FS-1500-22**FINANCIAL CAPABILITY QUESTIONNAIRE**

FISCAL YEAR: 2023

Adequate accounting systems should meet the following criteria as outlined in the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200, as implemented by USDA regulations 2 CFR Part 400.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

2. Authorized Representative's Name and Title: Troy Niemeyer

3. Phone: 360 - 754 - 4135 ext.

4. Fax: - -

5. Email:
TNiemeyer@ci.tumwater.wa.us6. Year Established:
18697. Employer Identification Number (EIN):
91 - 60015208. DUNS Number:
038 - 51 - 7355

9. Type of Organization: Local Government

10. Approximate Number of Employees: 250
Full Time (Paid): 210
Full Time (Volunteer): 0

Part Time (Paid): 40
Part Time (Volunteer): 0

FEDERAL AUDIT DATA11. Have you been audited by a Federal agency?: ☒ Yes ☐ No

If yes, please indicate the type:

☒ OMB A-133 Single Audit (required of institutions that annually expend over \$750,000 in federal funds)☐ Incurred Cost ☐ Accounting System ☐ Timekeeping

12. Date of Last Federal Audit/Review (m/d/yyyy): 9/21/2023

Audit Agency/Firm:
Washington State Auditor's
Office

If findings are reported, explain: n/a

FINANCIAL STATEMENT AUDIT DATA

13. Date of Last Financial Statement Audit: 12/6/2023

Fiscal Period Audited: 2022

Audit Firm: Washington State Auditor's Office

Auditor's Opinion on Financial Statement:

☒ Unqualified Opinion☐ Qualified, Disclaimer
or Adverse Opinions

If other than unqualified, state reason: n/a



If you have not had an audit completed in the last two years, please submit a copy of your most recent tax forms (990 for non-profits). If you do not have a current tax form, please explain: n/a

ACCOUNTING SYSTEM

14. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?

☐ Yes ☒ No

15. If yes, provide name and address of Agency performing review:

Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

16. Which of the following best describes your accounting system:

☐ Manual ☒ Automated ☐ Combination

17. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ Yes ☐ No ☐ Not Sure

18. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

19. Does the accounting system provide for the recording of cost sharing or match for each grant? Can you ensure that documentation is available to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure

20. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ Yes ☐ No ☐ Not Sure

21. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?

☒ Yes ☐ No ☐ Not Sure

22. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

23. Is your organization generally familiar with the existing regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure

FUNDS MANAGEMENT

24. Is a separate bank account maintained for Federal grant funds?

☐ Yes ☒ No

25. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?

☒ Yes ☐ No

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS

26. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure



27. Does your property management system(s) provide for a physical inventory and reconciliation of property at least every two years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
28. Does your property management system(s) provide controls to insure safeguards against loss, damage or theft of the property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
PROCUREMENT STANDARDS	
29. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
30. Does your procurement system provide for the conduct to ensure selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
31. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? www.sam.gov	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
32. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to rates and amounts established under 5 U.S.C. 5701–11, ("Travel and Subsistence Expenses; Mileage Allowances"), and policies under the Federal Acquisition Regulations at 48 CFR 31.205– 46(a)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SUBRECIPIENT MANAGEMENT	
33. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
INDIRECT COSTS	
34. My organization has an established indirect cost rate	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
35. If my organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, you understand that you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency for approval. Alternatively, you may use a de minimus rate of 10% of modified total direct costs (MTDC).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	
Title:	



Burden Statement

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 0596-0217. The time required to complete this information collection is estimated to average 1 hour 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 U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



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 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 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 Tumwater

PR/AWARD NUMBER OR PROJECT NAME

City of Tumwater Urban Forest Capacity and Equit

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Dan Smith, Water Resources & Sustainability Director

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, audiotope, 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.

Attachment 7

Summary of Subrecipient and Federal Award Information 2 C.F.R. § 200.332

Federal Award Identification (2 C.F.R. 200.332(a)(1))	
Subrecipient Name	<i>City of Tumwater</i>
Subrecipient's unique entity identifier (UEI) number	LLLDHHS4E5G1
Federal Award Identification Number (FAIN)	24-CA-11132544-017
Federal Award Date	January 23, 2024
Subaward Period of Performance Start and End Date	"Effective Date of Subrecipient Agreement" with an end date of
Subaward Budget Period Start and End Date	"Effective Date of Subrecipient Agreement" with an end date of
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$333,301.75
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$333,301.75
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$333,301.75
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	City of Tumwater Urban Forest Capacity and Equity Project
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal awarding agency: USDA Forest Service Pass-through entity: River Network Contact information for awarding official of Pass-through entity: Stephanie Heidbreder <sheidbreder@rivernetwork.org>
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	10.727: Inflation Reduction Act Urban & Community Forestry Program (\$333,301.75)
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 C.F.R. 200.414	De minimis rate: 10%