



**SUBAWARD AGREEMENT  
BETWEEN  
Hispanic Access Foundation  
AND  
City of Peoria**

This Subaward Agreement (the "Agreement" or "Subaward") is entered into 9/4/2024 ("Effective Date"), by and between the Hispanic Access Foundation ("HISPANIC ACCESS"), a District of Columbia nonprofit corporation that is described in Section 501(c)(3) of the Internal Revenue Code (the "Code"), and City of Peoria (the "Subgrantee"). This is subaward agreement number **FR-00208\_PeoriaAZ** under a Federal cooperative agreement with the USDA, Forest Service (the "Forest Service") dated December 13, 2023 (the "Cooperative Agreement").

WHEREAS, HISPANIC ACCESS has received an award of federal funds in support of a project entitled Nuestros Bosques Our Forests Inflation Reduction Act Initiative as a National Pass-Through Partner in the execution of managing subawards.

WHEREAS, HISPANIC ACCESS desires Subgrantee to perform certain work within the scope of the Project described above under the terms and conditions set forth below, and Subgrantee has expressed a willingness to perform such services.

NOW THEREFORE, the parties agree as follows:

**A. PURPOSE OF THE SUBAWARD**

A.1 The purpose, goals and objectives of the Project are to support Peoria Arizona Community Forestry Program (Subaward Project Title).

A.2 This Subaward is issued to the Subgrantee on the condition that Project activities and funds will be carried out and administered in accordance with the terms and conditions as hereby set forth in this Agreement and all its appendices.

The following federal award identification data elements are provided to the Sub-grantee in accordance with applicable regulations per 2 CFR 200.332.

<b>Name:</b> ("Recipient" or " HISPANIC ACCESS")  <b>Type of entity:</b> A nonprofit corporation  <b>State of incorporation, partnership, or formation:</b> District of Columbia	<b>Name:</b> City of Peoria ("Subgrantee")  <b>Type of entity</b> [e.g., corporation, LLC, sole proprietor]: Local Government  <b>State of incorporation, partnership, or formation:</b> Arizona
<b>Primary Point of Contact:</b> Marilyn Saenz, Grant Portfolio Associate, Forestry Program <b>Secondary Point of Contact:</b> Amaris Alanis Ribeiro, Director of Forestry & STEM	<b>Primary Point of Contact:</b> Anthony Alejandro, Program Coordinator
<b>Primary POC Email:</b> marilyn@hispanicaccess.org <b>Secondary POC Email:</b> amaris@hispanicaccess.org	<b>Email:</b> Anthony.Alejandro@peoriaaz.gov
<b>All Notices:</b> Hispanic Access Foundation 1030 15 <sup>th</sup> St. NW, Suite B/1#150 Washington, D.C. 20005 Attn: Marilyn Saenz	<b>All Notices:</b> City of Peoria 8401 W. Monroe St. Peoria, AZ 85345 Attn: Kevin Burke
<b>Subgrantee's Unique Entity Identifier:</b> No Subaward will be awarded to any entity that has not provided its Unique Entity Identifier in accordance with 2 CFR Part 25.	<b>Subgrantee Unique Entity Identifier:</b> ML1ZY81QDEW8
<b>Federal awarding agency:</b>	USDA, Forest Service
<b>Hispanic Access Foundation Project Title:</b>	Nuestros Bosques Our Forests Inflation Reduction Act Initiative
<b>Hispanic Access Foundation Federal Award Project Description:</b>	Increase equitable access to urban tree canopy while increasing community engagement and decision-making in local urban forestry and tree planting in disadvantaged communities.
<b>Hispanic Access Foundation Federal Award Identification Number (FAIN):</b>	24-CA-11132544-012
<b>Hispanic Access Foundation Federal Award date:</b>	December 13, 2023

<b>Subgrantee Project Title:</b>	Peoria Arizona Community Forestry Program
<b>Subaward Period of Performance Start and End Date:</b>	9/4/2024-8/31/2026
<b>Subaward Budget Period Start and End Date:</b>	9/4/2024-8/31/2026
<b>Amount of Federal Funds obligated to the subgrantee:</b>	\$200,000.00
<b>Is this award for research and development?</b>	No

**B. TERMS OF SUBAWARD**

B.1 This Subaward is in the amount of **\$200,000** (the "Subgrant Amount").

B.2 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 Subgrantee that 100% of the work and funding will benefit disadvantaged communities. Subgrantees must clearly describe the scope of work to be performed in applicable disadvantaged communities and identify online vulnerability and environmental justice equity data tools referenced to support a disadvantaged community designation. White House Climate and Economic Justice Screening Tool ([CEJST](#)), EPA Environmental Justice and Screening Mapping Tool ([EJScreen](#)), EPA [EnviroAtlas Interactive Map, Opportunity Zones](#). All work must be tracked at the level that designates disadvantaged communities.

B. 2 This Agreement shall commence on the Effective Date and shall be effective through 8/31/2026 ("Expiration Date") or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the parties to be effective. The period of performance may be extended at no additional cost at HISPANIC ACCESS's discretion to permit completion of the work or as otherwise agreed by the parties.

B.3 All requirements of federal and state laws, regulations and procedures that apply to HISPANIC ACCESS with respect to this Subaward also apply to Subgrantee.

B.4 If the Agency determines and informs HISPANIC ACCESS in writing that Subgrantee has not achieved the purposes of the Subaward as described in Section A of this Agreement and has little likelihood of doing so, and that therefore HISPANIC ACCESS may be required to reimburse the Agency for all or a portion of the funds awarded under the Cooperative Agreement, HISPANIC ACCESS may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

**C. ORIGINATING SOURCE OF FUNDING**

C.1 The originating source of the funds hereunder is Federal cooperative agreement No. 24-CA-11132544-012 with the USDA, Forest Service.

Initials \_\_\_\_\_

C.2 The **Assistance Listing** number is: **10.727, "Inflation Reduction Act Urban & Community Forestry.**

**D. AMOUNT OF SUBAWARD, PAYMENT, AND COST REIMBURSEMENT**

D.1 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. HISPANIC ACCESS shall not be liable for reimbursing the Subgrantee for any costs in excess of the amount the current, incremental funding in the budget period or in excess of what is specifically and explicitly agreed to in this Agreement.

D.2 Payment will be made to Subgrantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of invoices in a format established by or pre-approved by HISPANIC ACCESS. Funds will be made available within 45 days of the approval of invoices.

D.3 HISPANIC ACCESS reserves the right to withhold cash payment for any of the following:

- Subgrantee failure to make satisfactory progress towards the goals and objectives set forth in the Project Work Plan.
- Subgrantee default of or otherwise inability to adhere to the conditions or provisions of this Agreement.
- Subgrantee inability to submit reliable and/or timely reports or other deliverables as described in this Agreement.

D.4 HISPANIC ACCESS reserves the right to withhold 10% of the Sub-grant Amount from final payment until after all required final project reports are received and accepted by Grantee.

D.5 All payments to Subgrantee will be made via ACH, through Bill.com. Subgrantees will be required to register with Bill.com.

D.6 All funding on this Subaward is to be provided on a "Cost Reimbursable" basis. "Cost reimbursable" means the following:

- Subgrantee may not exceed the total funded cost ceiling of **\$ 200,000** or future established yearly limitations.
- Subgrantee is only approved to submit reimbursement for line items identified in the approved project budget, such as salary, fringe benefits and indirect costs (per a NICRA, if any, or the 10% de minimis rate per 2 CFR 200.414).
- Any estimates in the Subaward budget or proposal such as an estimated monthly or yearly wage, and/or an estimated fringe rate, shall not be the basis of a monthly reimbursement. Reimbursements must be based on historical incurred expenditures.
- Per 2 CFR 200.332, HISPANIC ACCESS reserves the right to require the submission of documentation to support invoiced amounts based on the risk rating determined by HISPANIC ACCESS for purposes of this Subaward. The level of documentation will vary according to the associated risk rating.

- Unless there is prior approval, no monies will be provided on an advance basis.
- All payroll related as well as non-labor costs must be incurred first for a monthly period, and by invoice be reimbursed to the Subgrantee using a *Subgrantee Monthly Reimbursement Request Cover Sheet* form located in Appendix III.
- Support of all labor and/or fringe benefit, any other direct costs must be supported by receipts.
- Wages must be supported with completed time records and payroll registers for the period invoiced. Timesheets must reflect the total time charged during the pay period to include this Subaward and other activities. Timesheets must be signed by both the employee and supervisor. The recovery of labor cost is computed by dividing their annual salary by 2,080 hours. The resultant hourly rate is then multiplied by the number of hours worked on the Subaward for the month. For the first invoice, and every time the employee's annual wages change, Subgrantee shall submit a copy of their personnel notice that establishes their rate of pay.
- Fringe benefits such as employer share of payroll taxes should be supported from the payroll register. Other benefits such as health insurance (medical, dental, vision), disability, pension or other must be supported by specific documentation that documents their benefit. An alternative method is to provide a ratio (percentage) of total fringe benefits divided by total labor from the audited Statement of Functional Expenses or similar report for the most recent audited fiscal year.
- Once a year, Subgrantee shall provide documentation to reconcile payroll, payroll taxes and all fringe benefits as paid based on documents requested to confirm payment of expenses. Financial records, supporting documents, statistical records, and all documents pertinent to performance of this Agreement shall be retained as required in Appendix V.
- No pre-award costs are authorized, i.e. no expenditures will be reimbursed for costs incurred before the Effective Date. Unless and until the subaward is extended, only costs are authorized between September 4, 2024 through August 31, 2026 inclusive.
- Payment of invoices is contingent upon a determination by HISPANIC ACCESS that the amounts invoiced are allowable, allocable, and reasonable under applicable rules and regulations, including 2 CFR 200, Subpart E. Reimbursement of any expenditure is not a final HISPANIC ACCESS decision about the allowability of such cost and is not a waiver of any violation by Subgrantee of the terms of this Agreement. Subgrantee must promptly refund any excess payments received from HISPANIC ACCESS, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation, including but not limited to audits initiated by Subgrantee, HISPANIC ACCESS, or any governmental entity.
- The funds received by Subgrantee pursuant to this Agreement shall be used only for allowable expenditures to implement the Project or provide the services in conformance with the Budget and for no other purpose. If the Agency or HISPANIC ACCESS determines that any amount paid to Subgrantee was for an unallowable expenditure, Subgrantee is required to refund the monies for the identified expenditure.

D.7 In accordance with 2 CFR 200.501(a), non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with 2 CFR 200.514, which shall be completed within nine months of the entity's fiscal year end per 2 CFR 200.512. If Subgrantee has received a Single Audit for the preceding year, a copy shall be provided. Subgrantee agrees to have such an audit conducted if applicable.

**E. SUBAWARD MODIFICATIONS**

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The following modifications require written approval from HISPANIC ACCESS:

- To change the scope of the project objectives and/or activities.
- To change the location of activities.
- To change the required funding amounts necessary to fulfill the stated project objectives.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than 10 percent of the total Subaward award.
- To add a line item to the budget.
- To Subaward or contract any portion of this award to a third party.
- To change the effective period of the Agreement.
- To transfer a portion or the entire amount of the Subaward to another entity including a subsidiary.

## **F. REPORTING**

### **Financial Reporting**

F.1 An Invoice is the mechanism for the Subgrantee to request HISPANIC ACCESS for reimbursement of expenses incurred during the prior month or quarter. The invoice shall be in the form provided by HISPANIC ACCESS, as may be modified by agreement of the Parties. Additional information is required per F.3.

F.2 Subgrantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by HISPANIC ACCESS, Subgrantee may be required to send the supporting documentation to support claims. HISPANIC ACCESS may, at its discretion, request modification of any invoice when unallowable expenditures are incurred or charged to the Subaward, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Subgrantee as necessary.

F.3 Financial invoices may include at a minimum the following information:

- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
- b. An accounting of year-to-date expenses, indicating cumulative *actuals versus budget*;
- c. Subaward balance remaining as of reporting period;
- d. Supporting documentation
- e. Reimbursement form (Appendix III)
- f. Timesheets (Appendix IV) (as applicable, Sample provided but alternatives may be approved)
- g. Monthly payroll registers to support labor cost (as applicable)
- h. Receipts for all fringe benefit expenses unless based on an approved allocation percentage. (as applicable)
- i. Specific documentation is determined by the Subawardee's financial risk rating.

F.4 Subgrantee shall provide financial reports on a bi-annual basis. Financial reports shall include at a minimum the following information:

- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount).
- b. An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
- c. Grant balance remaining as of reporting period;

The bi-annual financial reports shall be submitted according to the timetable below:

<b>Financial Reporting Period</b>	<b>Due Date to HISPANIC ACCESS</b>
July 1, 2024-December 31, 2024	January 15, 2025
January 1, 2025-June 30, 2025	July 15, 2025
July 1, 2025-December 31, 2025	January 15, 2025
January 1, 2026-June 30, 2026	July 15, 2026
July 1, 2026-August 31, 2026	September 30, 2027

F.5 A final financial report under this Subaward must be provided to HISPANIC ACCESS no later than 30 days after the end of the Subaward.

**Performance Reporting**

F.6 Subgrantee shall prepare performance reports on a bi-annual basis throughout the project period, according to the timetable below:

<b>Narrative Reporting Period</b>	<b>Due Date to HISPANIC ACCESS</b>
July 1, 2024-December 31, 2024	January 15, 2025
January 1, 2025-June 30, 2025	July 15, 2025
July 1, 2025-December 31, 2025	January 15, 2025
January 1, 2026-June 30, 2026	July 15, 2026
July 1, 2026-August 31, 2026	September 30, 2027

HISPANIC ACCESS reserves the right to ask for additional reporting according to project progress.

F.7 Performance reports should include the following information:

- a. Subgrantee and Federal Identifier Number
- b. Reporting Period
- c. Major activities, program highlights, and accomplishments during this period
- d. Challenges faced and issues encountered, including any deviations or departures from the original project plan
- e. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
- f. Significant findings and events
- g. Planned activities for the following half of the year
- h. Administrative and logistical changes or constraints

F. 8 Quantitative and qualitative project accomplishments (metrics and activities) will be reported for periods ending June 30 and December 31 of each project year to a public-facing Impact Reporting platform managed by the U.S. Forest Service. Impact reporting includes content such as census tracts, stories, videos, photographs, and testimonials.

F. 9 Any additional performance measures will be compiled in Salesforce managed by Hispanic Access Foundation.

F.10 The Subgrantee is responsible for providing the close-out of this Agreement by providing all performance, financial and other reports required herein within 30 days after the completion of this Subaward per 2 CFR 200.344.

## **G. AWARD CONDITIONS**

Subgrantee shall maintain sufficient internal controls per 2 CFR 200.303 to ensure compliance with applicable regulations and the terms and conditions of the Federal award.

## **H. MONITORING, EVALUATION AND SANCTIONS**

H.1 As a condition of the receipt of this award, HISPANIC ACCESS may conduct monitoring to ensure Subgrantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that the Subgrantee has in place effective internal controls to achieve these goals.

H.2 Monitoring will include an assessment of the performance of the Subgrantee against the goals and performance standards of the Federal cooperative agreement and as required herein as well as financial and administrative compliance with the Uniform Guidance, 2 CFR 200. Substandard performance as determined by HISPANIC ACCESS will constitute non-compliance with this Agreement.

H.3 As a part of its ongoing monitoring process, HISPANIC ACCESS will evaluate Subgrantee progress and project goal attainment based on bi-annual reports prepared by Subgrantee and submitted to HISPANIC ACCESS, as well as through regular meetings and/or ongoing discussions with Subgrantee project staff. This also includes the monitoring of financial compliance per the bi-annual financial reports stated in F.3. and monthly invoices.

H.4 In addition, HISPANIC ACCESS reserves the right to request and conduct an onsite visit as part of its monitoring plan that includes both programmatic performance as well as financial and administrative compliance. In the event an onsite visit is requested, HISPANIC ACCESS will inform the Subgrantee in writing, at least four weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the HISPANIC ACCESS staff member conducting the visit, and the areas or files to be reviewed.

H.5 Subgrantee shall adhere to any monitoring and evaluation plans developed and specifically required by HISPANIC ACCESS as a result of any and all monitoring activities.

H.6 HISPANIC ACCESS reserves the right to require additional monitoring and evaluation measures to ensure that the Subgrantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring that also includes financial and administrative compliance with 2 CFR 200.

H.7 HISPANIC ACCESS reserves the right to terminate this Subaward Agreement if Subgrantee is unwilling or unable to achieve and/or complete any portion of or all project goals, financial or administrative compliance, or if the Subgrantee fails to cooperate with HISPANIC ACCESS monitoring requests.

H.8 If action to correct substandard performance revealed during monitoring is not taken by the Subgrantee within a reasonable period of time after being notified by HISPANIC ACCESS, Subaward suspension or termination measures may be initiated in accordance with 2 CFR 200.340.

H.9 HISPANIC ACCESS has the right to request that the Subgrantee substantiate if it exceeded the \$750,000 threshold for the requirement of a Single Audit per Subpart F to 2 CFR 200. Upon request, shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. If the Subgrantee has exceeded the Single Audit threshold, Subgrantee have a Single Audit conducted and must provide a copy of its Financial Statement Audit and Single Audit within two weeks of issue, or provide upon request, when it expects the audits to be available.

H.10 The Subgrantee must take timely (within 45 days) and appropriate action on all deficiencies pertaining to this sub-award that HISPANIC ACCESS detected through audits, onsite reviews, and written confirmation from the Subgrantee, highlighting the status of actions planned or taken to address Single Audit findings related to this subaward.

H.11 Based on the results from audits, onsite reviews or other written confirmations, HISPANIC ACCESS may consider enforcement actions against a noncompliant Subgrantee per 2 CFR 200.339. Without limitation of any other remedies, HISPANIC ACCESS may require Subgrantee to refund any disallowed costs or expense per Article D above.

H.12 As part of HISPANIC ACCESS's pre-award risk assessment, Subgrantee must complete a 4-page "Financial Capability Questionnaire", Form FS-1500-22, developed by USDA Forest Service. This questionnaire will be used during program performance to assess on-going financial and administrative compliance with the Uniform Guidance, 2 CFR 200. The "Financial Capability Questionnaire" may be used as a part of a "desk review" or onsite visit.

#### **I. SUBAWARDS/SUBGRANTS**

I.1 No funds or other support provided hereunder to Subgrantee may be subsequently passed on to any other entity or subsidiary in the form of a subgrant or contract without prior written approval from HISPANIC ACCESS. If approval to subcontract is granted, Subgrantee shall comply with all procurement requirements, standards and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subgrantee shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Cooperative Agreement, and the governing laws and regulations.

I.2 Under the terms of this Agreement with HISPANIC ACCESS, Subgrantee has no direct relationship with the Federal awarding agency identified above in **Section C.1** regarding any matter related to this project or Agreement. Subgrantee must direct all notices, requests, and other communication relating to this Subaward Agreement to HISPANIC ACCESS.

#### **J. REPRESENTATIONS AND WARRANTIES**

J.1 HISPANIC ACCESS and Subgrantee are independent contractors and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

J.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that HISPANIC ACCESS and Subgrantee are permitted to enter into this Agreement; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective organizations.

J.3 Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

J.4 Subgrantee agrees to disclose in writing to HISPANIC ACCESS, in a timely manner: (1) any potential conflict of interest to the Agency or HISPANIC ACCESS in accordance with Agency's conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Cooperative Agreement or this Agreement.

J.5 Subgrantee warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

J.6 This Agreement may be amended, in writing, and by formal modifications to the basic Subaward document, after formal consultations and agreement between the pursuant parties to the Agreement.

J.7 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of New York, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in New York shall have jurisdiction to hear any dispute under this Agreement.

**Acknowledged and Accepted:**

By: \_\_\_\_\_  
Maite Arce  
President & CEO  
Hispanic Access Foundation

By: \_\_\_\_\_  
Kevin Burke  
Deputy City Manager  
City of Peoria

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix**

- I. Subgrantee Scope of Work
- II. Subgrantee Approved Project Budget
- III. Subgrantee Monthly Reimbursement Request Cover Sheet
- IV. Timesheet Sample from Subgrantee
- V. Standard Provisions For Subawards
- VI. Justice For All Poster
- VII. Federal Whistleblower Notice
- VIII. Complying With Civil Rights Requirements
- IX. Hispanic Access Communications Requirements
- X. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Worksheet
- XI. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**Appendix I**  
**APPROVED SCOPE OF WORK**

**Initials** \_\_\_\_\_

**Appendix II  
APPROVED PROJECT BUDGET**

**BUDGET AND BUDGET NARRATIVE**

Class Category	Amount
a. Personnel	\$0
b. Fringe Benefits	\$0
c. Travel	\$0
d. Equipment	\$0
e. Supplies	\$0
f. Contractual	\$200,000.00
g. Other	\$0
h. Total Direct Charges	\$200,000.00
<i>i. Indirect Charges</i>	\$0
<b>j. Total Charges</b>	<b>\$200,000.00</b>

**Insert brief budget narrative for each budget item listed above.**

\$200,000:

\$15,000: The City will contract with an arborist company to conduct a comprehensive inventory study to identify planting locations.

\$35,000: The City will contract a landscape contractor to identify irrigation needs to successfully establish trees and will make the necessary irrigation repairs and modifications.

\$150,000: The City will contract an arborist company for the purchase, planting, you and inventory of 357 trees in 22 parks.

**Appendix III**  
**SUBGRANTEE MONTHLY REIMBURSEMENT REQUEST COVER SHEET**  
**Hispanic Access Foundation**

**Name of project: Grant ID: FR-00208\_PeoriaAZ**  
**Subgrantee Monthly Reimbursement Request Cover Sheet**

<b>Subaward Recipient:</b>				
<b>Contract Number</b>				
<b>Award Amount</b>	\$0.00	<b>Contract Dates</b>		to
<b>Period of Performance</b>	1/1/2024	3/1/2024	<b>Invoice Number:</b>	1
<b>Reimbursement Amount Requested This Invoice</b>	\$ -			
<b>Budget Items</b>	<b>Budget</b>	<b>Current Expenses</b>	<b>Total Expenses to Date</b>	<b>Remaining Budget</b>
<b>Staff Salaries*</b>	\$ -	\$ -	\$ -	\$ -
<b>Staff Fringe</b>	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel</b>	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
<b>Supplies</b>	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
<b>Total Travel</b>	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
<b>Other</b>	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
x	\$ -	\$ -	\$ -	\$ -
<b>Contractual</b>	\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>	\$ -	\$ -	\$ -	\$ -
<b>Indirect Costs (0%)</b>	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -
* please complete the staff costs details sheet.				

Initials \_\_\_\_\_

## Appendix IV Subgrantee's Sample Timesheet

**PAY PERIOD TIME DISTRIBUTION REPORT (HOURS)**

PAY PERIOD START DATE: 6/19/12  
 PAY PERIOD END DATE: 7/7/12  
 PAY DATE: 7/10/12

DAYS OF THE PAY PERIOD:

PROGRAMS	Acct. Code	6/19/2012	6/20/2012	6/21/2012	6/22/2012	6/23/2012	6/24/2012	6/25/2012	6/28/2012	6/27/2012	6/28/2012	6/29/2012	6/30/2012	7/1/2012	7/2/2012	Total Hours	% Time
		1.00	5.00	1.00												7.00	24.34%
		5.00	3.00	4.00												12.00	41.38%
		2.00		2.00												4.00	13.79%
				1.00	3.00											4.00	13.79%
					2.00											2.00	6.79%
					3.00											3.00	10.00%
					3.00											3.00	10.00%
<b>Total Hours</b>		8.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00	100.00%
																	Error

I CERTIFY THAT THIS IS A TRUE AND CORRECT REPORT OF THE ACTUAL HOURS I WORKED DURING THIS PERIOD.

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

**INSTRUCTIONS:** List the actual hours you have worked under the Program Area that applies. Submit this form with your timesheet.

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**Appendix V**  
**STANDARD PROVISIONS**

**1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING**

1.1 Subgrantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Subaward. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Subaward, all cost of the project supplied by other sources, and the overall progress of the project.

1.2 Subgrantee shall provide HISPANIC ACCESS, or its duly authorized representative, access to any books, documents, papers and records of Subgrantee which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel (annual or hourly pay notice) and payroll records (payroll registers), time and attendance or time and effort reports for personnel charged to the Subaward, ACH advice, canceled checks, bank statements, payroll tax payments, and related documents and records.

1.3 Subgrantee shall retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of the prime award, or may reasonably be considered pertinent to it, for a **period of three (3) years** from the date of the final financial statement report (last request for reimbursement) that includes expenditures from this Subaward. These records may be subject to an audit by the Federal agency, HISPANIC ACCESS and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from HISPANIC ACCESS to dispose of the records.

1.4 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.

1.5 HISPANIC ACCESS reserves the right to conduct a Subaward project audit (Financial and Programmatic) every three to six months of the project term. Failure to participate in an audit will delay or cancel fund allocations.

1.6 The Subgrantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the Subaward and can be properly accounted for.

**2. REFUND**

2.1 Subgrantee will be required to submit to HISPANIC ACCESS within 15 days from the Subaward completion date all unused funds for forwarding to Federal agency.

### **3. TERMINATION AND SUSPENSION**

3.1 HISPANIC ACCESS may suspend or terminate this award at any time per 2 CFR 200.340, in whole or in part, if and when it is determined that Subgrantee has materially failed to comply with the terms and conditions of the Subaward.

3.2 HISPANIC ACCESS may terminate this award at any time if funding is no longer available for the program, or if the Federal agency unilaterally terminates the program in whole or in relevant part due to extraordinary circumstances, such as a Termination for Convenience.

3.3 In the event of termination and/or suspension of this Agreement, Subgrantee will be notified in writing by HISPANIC ACCESS within 15 days prior to the effective termination or suspension date. Upon notification, Subgrantee shall take immediate action to minimize all expenditures against the Subaward.

3.4 In the event of termination for non-compliance with the terms of this Agreement, the Subgrantee may be subject to other legal or administrative remedies, as appropriate.

3.5 No expenses can be charged against the Subaward after the effective date of termination. In the event of termination, Subgrantee shall submit a final accounting and return to HISPANIC ACCESS all unspent funds provided under the Subaward no later than thirty (30) days after termination.

3.6 In the event of suspension, the Subgrantee will return on demand to HISPANIC ACCESS any unspent cash balance. Subgrantee is required to submit a Financial Report as of the date of suspension. Subgrantee is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of this Agreement.

### **4. DISPUTES**

4.1 HISPANIC ACCESS Headquarters management staff shall consult with the Federal agency to determine the best course of action regarding any disputes that arise under this Agreement.

4.2 Subgrantee has the right to appeal to HISPANIC ACCESS and shall be given an opportunity to be heard and to offer evidence in support of its appeal.

4.3 Any appeal made under this provision shall be made in writing and addressed to HISPANIC ACCESS. A copy of the appeal may be provided at the same time to the USDA Forest Service.

### **5. LIMITATION**

5.1 HISPANIC ACCESS and Subgrantee understand and acknowledge that, except as expressly provided in this Agreement, there is no other obligation whatsoever to provide additional support to Subgrantee for purposes of this or any other project.

**6. PROHIBITION OF SUPPLANTING**

6.1 Subgrantee shall use Federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

**7. INSURANCE AND NON-LIABILITY**

7.1 The Subgrantee shall maintain all appropriate insurance coverage during the period this Agreement remains in effect.

7.2 The Subgrantee shall hold HISPANIC ACCESS harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

7.3 The Subgrantee agrees to release, indemnify, and hold harmless HISPANIC ACCESS, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Subgrantee or a partner, agent or client of the Subgrantee. This paragraph shall survive termination or expiration of this Agreement.

7.4 HISPANIC ACCESS agrees to indemnify and hold Subgrantee harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Subgrantee's use of the HISPANIC ACCESS-approved name and logo in the performance of this Agreement.

7.5 HISPANIC ACCESS may at any time request the Subgrantee to provide written Proof of Insurance.

**8. DEBARMENT AND SUSPENSION**

8.1 By signing this Agreement, the Subgrantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs. Subgrantee shall immediately notify HISPANIC ACCESS as it becomes aware that the information in this certification is or becomes inaccurate.

8.2 HISPANIC ACCESS, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Subgrantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Subgrantee is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List* at [www.sam.gov](http://www.sam.gov).

**9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

9.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.

9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

9.3 By signing this Agreement, the Subgrantee certifies that, as of the date on which this Agreement is executed, the Subgrantee named in this Agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

9.4 Should any change in circumstances pertaining to this certification occur at any time, the Subgrantee will notify HISPANIC ACCESS immediately.

9.5 HISPANIC ACCESS, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Subgrantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Subgrantee has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

**10. CIVIL RIGHTS COMPLIANCE**

10.1 Subgrantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Subgrantee after a due process hearing, the Subgrantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

10.2 Subgrantee 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: "This institution is an equal opportunity provider."

**11. LOBBYING**

11.1 Subgrantee shall not use Federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

**12. PROCUREMENT**

12.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR 200.317 through 327. Subgrantee must seek written approval from HISPANIC ACCESS for any expenditure not included in the approved budget relevant to this Agreement.

12.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, full and open competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

12.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so. Any expense over the Simplified Acquisition Threshold of \$250,000 must undergo a formal Competitive Bidding Process in accordance with 2 CFR 200.319.

12.4 The Subgrantee shall seek approval from HISPANIC ACCESS for capital expenses, which are not included in the Subaward budget, worth \$5,000.00 or more. The Subgrantee shall on request make available to HISPANIC ACCESS any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates etc., when any of the following conditions apply:

- a) Subgrantee failed to comply with the procurement standards.
- b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
- c) When the procurement which is expected to exceed the small purchase threshold (as defined in 2 CFR § 200.320) specifies a "brand name" product.
- d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement.
- e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

### 13. PROPERTY

13.1 Any property procured through this Agreement will remain vested with the Subgrantee, unless the residual value is greater than or equal to \$5,000, in which case Subgrantee must request disposition instructions from HISPANIC ACCESS. The Subgrantee may request, in writing, that property greater than or equal to \$5,000 remain with the Subgrantee, provided that adequate justification is supplied.

13.2 The Subgrantee must take all reasonable actions to protect property purchased through the Subaward funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Subgrantee must report to HISPANIC ACCESS in writing the cause and circumstances. HISPANIC ACCESS reserves the right to hold the Subgrantee responsible.

13.3 Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Subgrantee as long as it is used for its intended purpose.

13.4 The Forest Service reserves an interest in any equipment where the U.S 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, Subgrantee 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.

13.5 Subgrantee shall inventory equipment acquired in part or in whole with Forest Service funds annually and shall submit a copy of the inventory to HISPANIC ACCESS. A final inventory shall be submitted for closeout. Subgrantee may use Tangible Personal Property Report Standard Forms (SF) 428. Subgrantee shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it 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.

#### **14. ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA and COPYWRITING**

14.1 Subgrantee shall ensure that any related promotional materials will acknowledge HISPANIC ACCESS's financial contributions with the following statement in the designated acknowledgment section: "Funding for this project provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program in partnership with the Hispanic Access Foundation". See Hispanic Access Foundation Communications Guidelines and Forest Service Branding Standards.

14.2 HISPANIC ACCESS shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in HISPANIC ACCESS publications, on the HISPANIC ACCESS website, and in local and national events or education tools. Subgrantee shall be accorded acknowledgment for any materials produced by the Subaward and used by HISPANIC ACCESS.

14.3.5 Subgrantee acknowledges and accepts that the funding Federal agency has rights to use copyrighted works and data prepared under the federal award per 2 CFR 300.315. Subgrantee further recognizes and agrees that the work hereunder is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued at 37 CFR 401 and agrees to report any subject inventions in accordance with such regulations.

14.4 Subgrantee shall seek Agency consent (through HISPANIC ACCESS) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production.

**15. OTHER PROVISIONS**

15.1 Unless otherwise indicated, OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400 are adopted by reference.

15.2 Subgrantee agrees to provide HISPANIC ACCESS with all documentation and information necessary for HISPANIC ACCESS to complete in a timely manner all required reports, including but not limited to the names and total compensation of each of Subgrantee's five most highly compensated executives for the preceding completed fiscal year, or documentation that Subgrantee is exempt from such reporting.

15.3 Debarment and Suspension. Subgrantee is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subgrantee is permitted to subaward or subcontract any portion of the work under this Agreement, Subgrantee must verify that each subawardee or subcontractor that is retained by Subgrantee is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to HISPANIC ACCESS upon request. Subgrantee shall require similar certifications from any lower-tiers and provide these to HISPANIC ACCESS upon request.

15.4 Telecommunication Equipment and Services. In accordance with 2 CFR 200.216, Subgrantee is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) 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.

15.5 Domestic Preference for Procurements: To the greatest extent practicable, Subgrantee shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.

15.6 Contracting. Subgrantee shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.

15.7 Prohibition Against Certain Internal Confidentiality Agreements. Subgrantee may not require its employees or subcontractors, where applicable, 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. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.

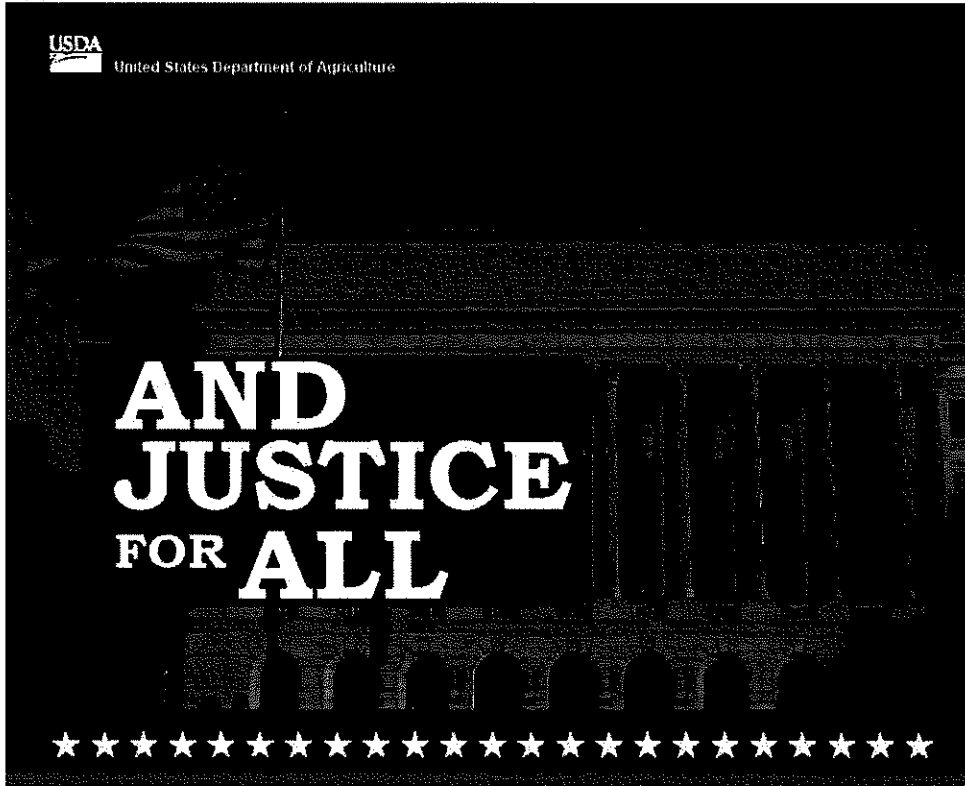
15.8 Eligible Workers. Subgrantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subgrantee shall comply with regulations regarding certification and retention of completed forms.

15.9 Safety While Driving. In accordance with E.O. 13513, "Federal Leadership on Reducing Text Messaging While Driving," and E.O. 13043, "Increased Seat Belt Use in the United States", Subgrantee is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.

15.10 Never Contract With The Enemy. The award terms at 2 CFR 183 are incorporated by reference. Subgrantee is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

15.11 Trafficking in Persons. Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, then this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee 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)."

## Appendix VI. Justice for All Poster



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, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity.

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 [www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf](http://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf), 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:

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442;

email:

[program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo, credo religioso, discapacidad, edad, creencias políticas, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en

[www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf](http://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf), en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; o

fax:

(833) 256-1665 o (202) 690-7442;

correo electrónico:

[program.intake@usda.gov](mailto:program.intake@usda.gov).

Esta institución ofrece igualdad de oportunidades.

## Appendix VII. Whistleblower Notice

### Notice of Federal Whistleblower Protections

Federal law (see: 41 U.S.C. § 4712 and 10 U.S.C. § 2409) provides whistleblower rights and protection for employees working on a federal government contract, subcontract, or grant. Specifically, contractors and subcontractors are prohibited from a) discharging, b) demoting, or c) discriminating against employees who report what they reasonably believe is misconduct related to a Federal contract or grant. Disclosure of misconduct could involve, but not be limited to, any of the following:

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

In particular, the prohibition against retaliation applies when suspected mismanagement is disclosed to the following persons and/or entities:

- Member of Congress or a representative of a committee of Congress;
- Inspector General.
- the Government Accountability Office.
- Federal employee responsible for contract or grant oversight or management at the relevant agency.
- authorized official of the Department of Justice or other law enforcement agency.
- Court or grand jury; or
- management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Additionally, 41 USC 4712 establishes a process for review of whistleblower reprisal complaints alleged by employees of contractors, subcontractors, and grantees when that employee believes he/she has been subjected to a reprisal prohibited by this law. Complaints may be submitted to the Inspector General of the executive agency involved, which are generally accessible on agency Office of Inspector General (OIG) Hotline

**Appendix VIII. Complying with Civil Rights Requirements**

**NOTE:** Included as an attachment to the email with this document.

## Appendix IX. Hispanic Access Foundation Communications Requirements

### Urban Forestry Subagreement Communications

Hispanic Access Foundation is focused on investing in disadvantaged, Latino communities throughout the United States. The “Nuestros Bosques, Our Forests Inflation Reduction Act Initiative” will increase equitable access to urban tree canopy while increasing community engagement and decision-making in local urban forestry.

Hispanic Access is pleased to work with you as national pass-through partner for the project and we will work with you on promoting our partners and its initiatives. We will also assist with the development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

We kindly request cooperation from all pass-through partners to adhere to the following communications guidelines in order to preserve Hispanic Access' branding.

#### GUIDELINES

- In reference to Hispanic Access Foundation, always refer to the organization using the term Hispanic Access or Hispanic Access Foundation
  - We do not use the acronym HAF or verbal usage of HAF
- Please refer to your organization, as a “pass-through partner” of Hispanic Access Foundation
- For any mentions of Hispanic Access Foundation in communications materials, please ensure the Hispanic Access team and its communication team have been informed in advance and it has gone through their approval process.
- Please contact your Hispanic Access representative for use of our photos or logos
- Please provide photo credit if using any Hispanic Access photos
- If permitted use of the logo, please use the official [Hispanic Access logos](#)

In addition, during the project, we may request your participation in communications items like blogs, testimonials, press releases, videos, social media posts, etc.

#### ABOUT HISPANIC ACCESS FOUNDATION

Hispanic Access Foundation, a 501(c)(3) non-profit organization, connects Latinos with partners and opportunities to improve lives and create an equitable society. Our vision is that one day every Hispanic individual in America will enjoy good physical health and a healthy natural environment, a quality education, economic success, and civic engagement in their communities with the sum of improving the future of America. For more information visit [www.hispanicaccess.org](http://www.hispanicaccess.org).

#### CONTACT INFORMATION

Please contact your Hispanic Access representative and they will coordinate with the communications department for any communications-related questions.

**Appendix X. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Worksheet**

**NOTE:** Included as an attachment to the email with this document.

**Appendix XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction**

**Note:** Included as an attachment to the email with this document.

Forest Service Use Only  
Online Tracking ID: [ira-80248](#)  
Revision: 0.012 DRAFT

## APPLICATION PACKAGE

USDA Forest Service Urban and Community Forestry  
Inflation Reduction Act Notice of Funding Opportunity (NOFO)

**Proposals are due by June 4<sup>th</sup>, 2023 11:55 PM EST**

### APPLICATION SUMMARY

**Peoria Arizona Community Forestry Program**  
Mr. Dan Bachman  
Dan.Bachman@peoriaaz.gov

### TABLE OF CONTENTS

Cover Sheet	2
Project Narrative	4
Budget	10
Budget Narrative	11
SF-424	12
SF-424A	13
SF-424B	17
Additional Proposal Information	18

Page 1 of 68    TOC    ira-80248    rev 0.012    Created: 6/3/23 11:23 AM EST

Forest Service Use Only  
Online Tracking ID: [ira-80248](#)  
Revision: 0.012 DRAFT

## COVER SHEET

USDA Forest Service Urban and Community Forestry  
Inflation Reduction Act Notice of Funding Opportunity (NOFO)

**Proposals are due by June 4<sup>th</sup>, 2023 11:55 PM EST**

### GRANT CATEGORY

Inflation-Reduction-Act-Urban-and-Community-Forestry: Inflation Reduction Act - Urban and Community Forestry

### PROJECT TITLE

Peoria Arizona Community Forestry Program

### PROJECT CONTACT INFORMATION

Primary Contact:

**Mr. Dan Bachman**

City of Peoria

Park Operations and Facilities Services Manager

8401 W. Monroe St

Peoria, Arizona 85345

Phone: (623) 773-8768

Email: dan.bachman@peoriaaz.gov

Secondary Contact:

**Mr. Anthony Alejandro**

City of Peoria, Arizona

Program Coordinator

Email: Anthony.alejandro@peoriaaz.gov

### PROPOSAL ABSTRACT

(100 word maximum)

This project will increase the City's tree canopy coverage, providing much needed shade, by replanting trees lost due to extreme weather and replacing turfgrass with low-water use trees in the landscape.

**NON-FEDERAL FUNDS MATCH WAIVER**

Applicant is not seeking non-federal funds match waiver

**FUNDING REQUEST AND MATCH**

(Non-Federal Matching Funds MUST be equal to or greater than the Federal Funds Requested unless the applicant has requested a Non-Federal Funds Match Waiver.)

REQUESTED: \$200,000.00 + MATCHING: 0 = TOTAL PROJECT: \$200,000.00

**REQUESTING ADMINISTRATIVE / TECHNICAL ASSISTANCE**

Applicant has not requested to to receive administrative and technical assistance from a designated Sub-Award Partner.

**PASS-THROUGH FUNDING (SUB-AWARDS) PARTNER REQUEST**

Applicant has not requested to be considered as a Pass-Through (Sub-Awards) partner.

— *End of Cover Sheet* —



# 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.

### **Peoria Arizona Community Forestry Program**

This project will increase the City's tree canopy coverage, providing much needed shade, by replanting trees lost due to extreme weather and replacing turfgrass with low-water use trees in the landscape.

The City of Peoria, Arizona covers nearly 179 square miles and is home to over 200,000 residents making it Arizona's ninth-largest city in terms of population. Peoria is located approximately 13 miles west of Phoenix, Arizona. During the months of June to September, the average daytime temperature is over 100 degrees. May and October average temperature is 90 degrees. The extreme heat has a major impact on water, human health, animals and the climate.

Peoria a rapidly-growing, modern city that strives for a high quality of living in the natural beauty of the Sonoran Desert. It is the mission of the Parks and Recreation Department to meet the needs of the citizens of Peoria by developing, implementing, and maintaining quality programs, services, events, and facilities that are cost-effective, creative, and responsive to citizen input. The City shares the same philosophies as the Arizona State's Forest Action Plan in that community trees—whether along streets, in parks, around commercial developments, within parking lots, or throughout a neighborhood—contribute to a community's air quality, water quality, reduced heat island effect, and individual health.

In 2019, the City completed its first tree inventory on City owned property, parks and rights-of-way, which has enabled the City to monitor and assess tree canopy coverage, urban forest

health and assess high-risk trees. Building off the inventory and subsequent urban forestry management plan; the Parks and Recreation Department recently completed its Tree Shade Strategic Plan, which acknowledges the numerous benefits trees provide to the community and identifies actionable strategies to encourage long-term urban forest planning, assessment and management trees in the City. The Tree Shade Strategic Plan has been used to increase shade at bus stops, along multi-use pathways and special event hubs within the City.

Since the 2019 tree inventory, staff have been doing their best to keep the tree inventory as up to date as possible given the numerous challenges urban trees face in the desert southwest. Challenges include extreme heat, and summer monsoon storms. As of this application, the City's tree inventory reflects 2,417 vacant tree sites and 88 stumps throughout the City. Many of the vacant sites and stumps are located in disadvantage and nature deprived communities experiencing low tree canopy cover within their neighborhood parks. Many of communities are over 30 years old and have experienced many severe summer monsoon storms that have destroyed the trees. Several areas of the City lack tree shade canopy in walkable spaces and parks. The increased frequency of severe weather, both monsoon storms and extreme heat, continues to negatively impact the City's urban forest.

This funding will help the City of Peoria plant trees that are heat tolerant, low water use and suitable for to the space they are planted. These trees will improve the community by enhancing air quality, providing more space for natural habitats, reduce temperatures, provide shade, and improve the economic value.

## **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.

The Peoria Parks and Recreation Department plans to focus on planting trees in the identified neighborhood parks.

The project will include three components.

### **1. Inventory:**

To adequately assess the viability of tree planting locations, the Parks Department will begin with a comprehensive update to the tree inventory City-wide, utilizing the City's procurement process to contract with a qualified arborist company. The company will be required to utilize a software tree inventory program to identify appropriate tree species, capture and identify gray infrastructure constraints (roads, streetlights,

powerlines, etc.), and locate adequate irrigation for successful establishment of the trees.

2. Irrigation repairs and modifications:

The City will utilize the procurement process to select a qualified landscape contractor that will identify irrigation needs, making the necessary irrigation repairs and modifications for successful establishment of the trees.

3. Tree planting and stump removal:

The selected arborist company will plant the trees in accordance to International Society of arborist standards. This includes planting, staking the trees and providing a one year warranty on all planted trees. If the location is occupied by a stump, the arborist company will be required to remove the stump in order to create a viable planting site. The selected arborist company will be required to have inventory software capabilities, for the City's tree inventory to be automatically updated with each planting. This will ensure the City has detailed records for reporting the locations, size, and species of the trees planted by the grant funding. These detailed records will also assist the Parks Department in properly tracking each tree's health and growth development. Some degree of loss is expected, but the City's Sustainability Plan sets an annual goal of zero net tree loss. Last year the City achieved a net increase of 292 trees.

The attached park maps display the vacant sites throughout the City and focus in on the high priority parks for tree planting as orange dots from the City's inventory software.

The table below identifies the city parks, number of vacant trees/or stumps, average high temperature for the location, tree equity score, tree canopy cover and tree canopy cover gap.

Timeline: The City plans to stick to our two year timeline. This will be accomplished by having 2 planting seasons in October 2024, and October 2025. Prior to these planting times the irrigation team will perform any necessary prep/ repairs. Afterwards and in between plantings contractors will update the Tree Inventory.

Parks	Numer of vacant sites and stumps	Temperature	Tree Equity Score	Park Tract Info.	Tree Canopy Cover Gap %
Country Meadows Park	20	107	57	04013092723	16%
West Green Park	6	105	65	04013092709	13%
Pioneer Park	9	105	41	04013093200	60%
Round Tree Ranch Park	14	105	69	04013071911	14%
Centennial Plaza Park	18	107	65	04013071906	11%
Monroe Park	2	107	72	04013071906	10%
Johnny E. Ousna Memorial Park	8	107	65	04013071906	11%
Santa Fe Urban Forest	9	105	69	04013071911	14%
Hayes Park	26	107	64	04013071914	11%
Sunny Slope Park	27	104	70	04013071914	11%
Sundance Park	38	106	83	04013071903	9%
Scotland Yard Park	22	107	55	04013071912	11%
Varney Park	18	105	77	04013071910	11%
Kiwanis Park	1	107	83	04013071512	9%
Sweetwater Park	2	106	86	04013071510	8%
Wacker Park	7	107	86	04013071512	6%
Rio Vista Community Park	30	106	79	04013071515	10%
Paseo Verde Park	8	105	87	04013071509	7%
Calbrisa Park	4	106	75	04013071514	12%
Arrowhead Shores Park	11	106	80	04013071514	13%

Braewood Park	40	106	62	04013071912	11%
Windrose Park	12	106	73	04013071517	12%
<b>Totals and Averages</b>	339	106.0434783	70.7826087	6%	13%

In addition to the vacant sites identified, the City of Peoria is working diligently to address drought conditions by conserving water in City parks. The Parks department has developed and implemented a comprehensive turfgrass reduction program for water conservation, replacing grass with low-water use landscapes in these neighborhood parks. This grant would assist the Parks department in filling these spaces with shade trees to improve the overall aesthetic and environmental benefits of the parks. As seen in the attached example, park turfgrass reduction maps, the Parks department has implemented a tiered approach to high priority turfgrass reductions in non-functional areas of the park. The City will plant approximately 357 trees as part of the turf reduction program.

In 2022, these same underserved parks and neighborhoods experienced a microburst, which toppled power lines, traffic lights and hundreds of private and City trees. City Parks staff and landscape contractors responded to the emergency situation and cleaned up a total of 101 storm damaged trees. The City Council has approved a budget supplemental to replace these lost trees from City streetscapes.

**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.

For this project, the City will contract with a qualified arborist company and landscape company using the City’s procurement process. Last year, the City successfully worked with a regional arborist company and local public utility, Salt River Project, to complete the utility’s “Right Tree, Right Place” program removing 166 power lines encroaching trees and planting 500 trees in appropriate places within their service area. The City is confident in selecting a qualified arborist company with the ability to perform this quantity of tree planting and record keeping. Additionally, the City has several long-term contracts with regional landscape companies and are confident in the procurement evaluation process for streetscape and park renovation projects.

The City employs several certified arborists that will be assisting with the implementation of the project trees as well as a certified irrigation technician for necessary irrigation modifications. They are as follows:

- Michael Castellaneta, Parks Maintenance Coordinator

- Steve Tassinari, Parks Maintenance Coordinator
- Kevin Hamilton, Landscape Contract Coordinator (arborist certification in progress)
- Nathan Branham, Parks Irrigation Coordinator

#### **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 Parks Department will conduct a comprehensive public outreach campaign that will include informing the communities of the tree plantings locations and an acknowledgement for the generous support of the grant funding. We have created successful communication plans for other programs such as the above-mentioned “Right Tree, Right Place” program through Salt River Project, utility company. The communication plan will include social media posts, website banners, public news releases and email blasts. Additionally, at specific locations such as the neighborhood parks, project signage using the City’s standard project notification template will be posted and include the acknowledgement of the funding support. City staff and the City’s Office of Communications will work with the grant administrator on the verbiage and branding to be used on all public notification materials.

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

The City of Peoria is committed to enhancing its urban forestry in underserved communities, leveraging the expertise of its Arborist Contractor to provide trees and irrigation for 16 neighborhood parks and one community park. These parks, situated within disadvantaged communities identified by the National Risk Index Map, serve as vital green spaces for residents facing socio-economic challenges. With over 350 vacant tree sites identified within these parks, this project represents a significant opportunity to not only beautify these areas but also to address environmental equity concerns.

Moreover, the initiative extends beyond park boundaries, with a strategic focus on planting trees along pedestrian corridors within these disadvantaged communities. These corridors, carefully selected to prioritize frequently used pathways such as those adjacent to schools, represent crucial connections for residents, particularly children and families, who rely on safe and accessible routes for daily activities. By targeting these areas, the project aims to not only improve the aesthetic appeal of the neighborhoods but also to enhance the overall well-being and quality of life for residents facing disproportionate socio-economic challenges.

Attached are updated city maps, as well individual park maps with updated demographic percentages. Of the 22 park sites, three fell just under the 70% mark. However, the borders of these parks are in the 90% mark using the EJscreen tool.

**BUDGET TABLE**

	Federal Funds (Requested)
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Supplies	\$0.00
Contractual Arborist Company: Tree inventory	\$15,000
Contractual Irrigation repairs and Site Preparation	\$35,000
Contractual Tree planting	\$150,000
Total Direct Costs	\$0.00
Total Indirect Costs	\$0.00
<b>Total Project Costs</b>	<b>\$200,000</b>

**BUDGET NARRATIVE**

The project has three components:

1. **Inventory: Total Cost \$15,000**  
 The City will contract with an arborist company to conduct a comprehensive study to assess the viability of tree planting locations, update tree inventory, identify appropriate tree species, capture and identify gray infrastructure constraints (roads, streetlights, power lines, etc.), and locate adequate irrigation for successful establishment of the trees.
  
2. **Irrigation repairs and Site Preparation: Total Cost \$35,000**  
 A landscape contractor will identify irrigation needs to successfully establish the tree, and will make the necessary irrigation repairs and modifications. Irrigation will be maintained by internal irrigation technicians' or by Contracted irrigation techs. Costs include irrigation technician, support staff, equipment, and irrigation supplies. Based on annual expenditures for irrigation repairs and modifications, cost is estimated at \$52,500 for labor (75 percent of the total cost) and \$17,500 for supplies (25 percent of total cost).

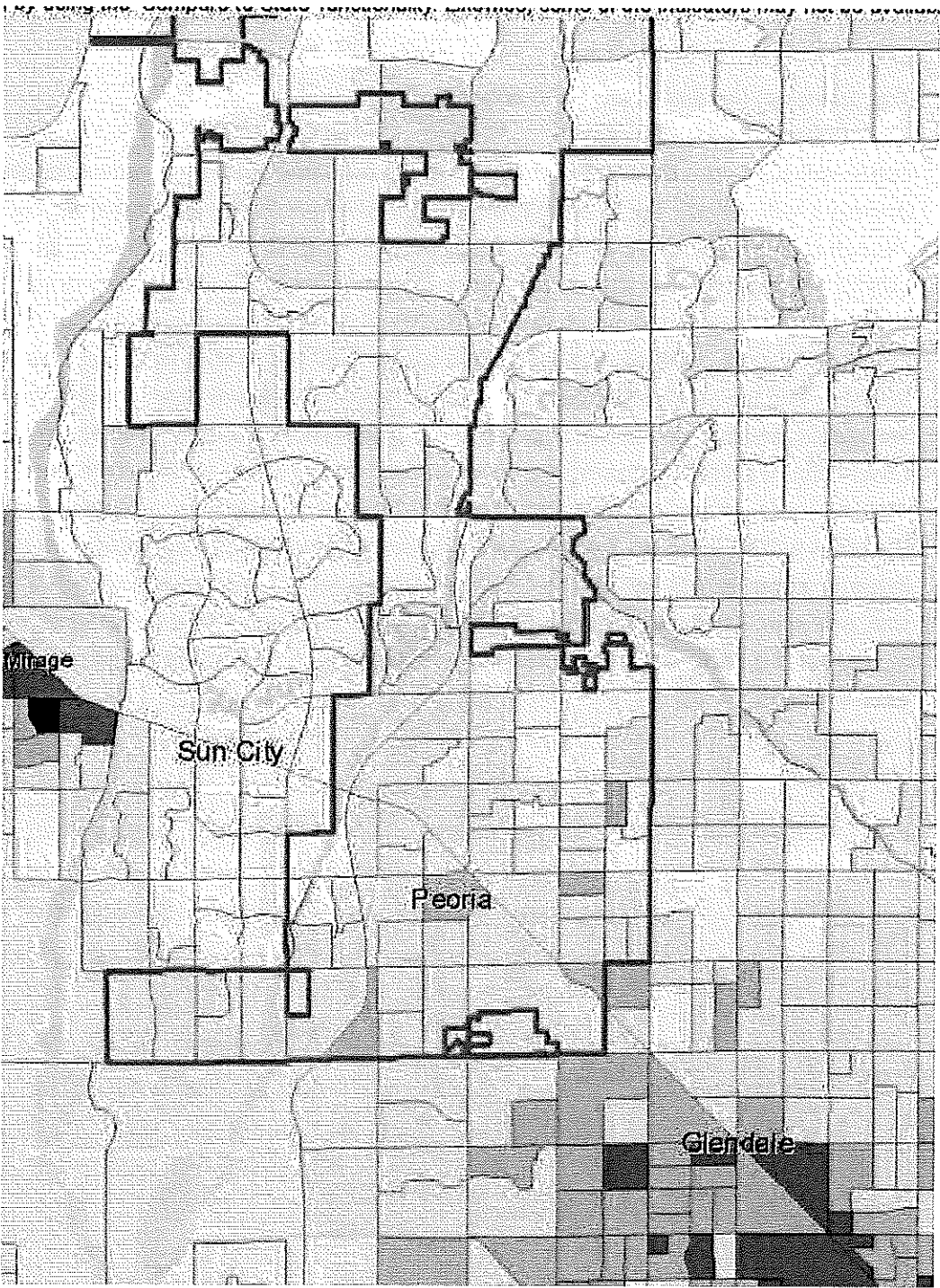
Irrigation Repairs	Total Cost (\$35,000)	Cost Breakdown	Percentage
Labor	\$52,500	807.7 Hours at \$65/Hr	75%
Supplies	\$17,500	22 Parks at \$700 for each Park \$700 for each park consists of: irrigation pumps, valves & valve boxes, sprinklers,	25%

		nozzles, controllers, and accessories.	
--	--	---	--

3. Tree planting: Federal Grant \$150,000

\$150,000 = \$420 x 357 trees

Funds will support a contract with an Arborist company. Based on current contract pricing, it will include the purchase, planting, and inventorying of approximately 357 24-inch box trees with a caliper of approximately 1". (\$420 for each tree to include Labor). Tree species will vary at each park to match the current inventory of each park. Examples of tree species we utilize include Red Push Pistachio, Acacia Mulga, Chinese Elm, and Virginia Live Oak. Several Native species will be planted with no invasive species. The trees will be selected in accordance with the American Nursery Association Standards, and planted in accordance to the International Society of Arborist standards. Costs include planting, staking the trees, and providing a one-year warranty on all planted trees. Watering for young trees will be increased, but for a regular schedule the trees will be watered 3 days a week varying in time depending on the season. The inventory update will ensure the City has detailed records for reporting the locations, size, and species of the trees planted by the grant funding. These detailed records will also assist the Parks Department to properly track each tree's health and growth development.



Maricopa County, AZ

US Percentile



Population: 2,923

Under Age 5 percentile:	85 %ile
Percent under age 5:	10 %
Demographic Index:	51 %ile
Supplemental Demographic Index:	30 %ile

Generate Report

Country  
Meadows  
Park

W BUTLER DR

W BUTLER DR

Maricopa County, AZ

US Percentile

Population: 1,968

Under Age 5 percentile:	80 %ile
Percent under age 5:	9 %
Demographic Index:	59 %ile
Supplemental Demographic Index:	41 %ile

Generate Report

West Green Park



**Tract demographics**

Race / Ethnicity ([Show](#) ▼)

Age ([Show](#) ▼)

Identified as disadvantaged?

**YES**

This tract is considered disadvantaged because it meets more than 1 burden threshold **AND** the associated socioeconomic threshold:

**Send feedback**

Climate change +

Energy +

Health +

Maricopa County, AZ

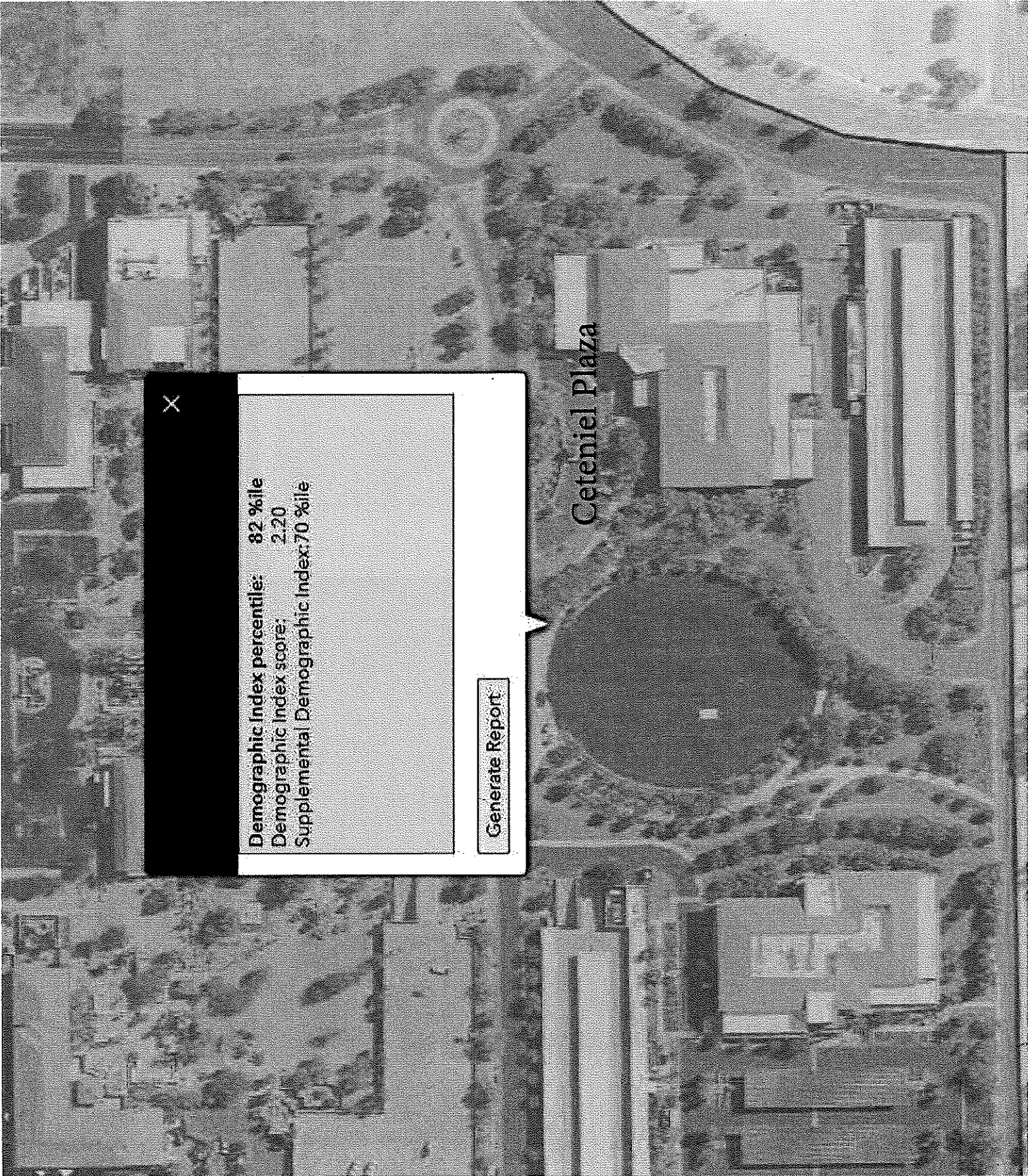
US Percentile



Population: 1,437

Unemployment Rate percentile:	74 %ile
Unemployment rate:	8 %
Demographic Index:	69 %ile
Supplemental Demographic Index:	61 %ile

Generate Report

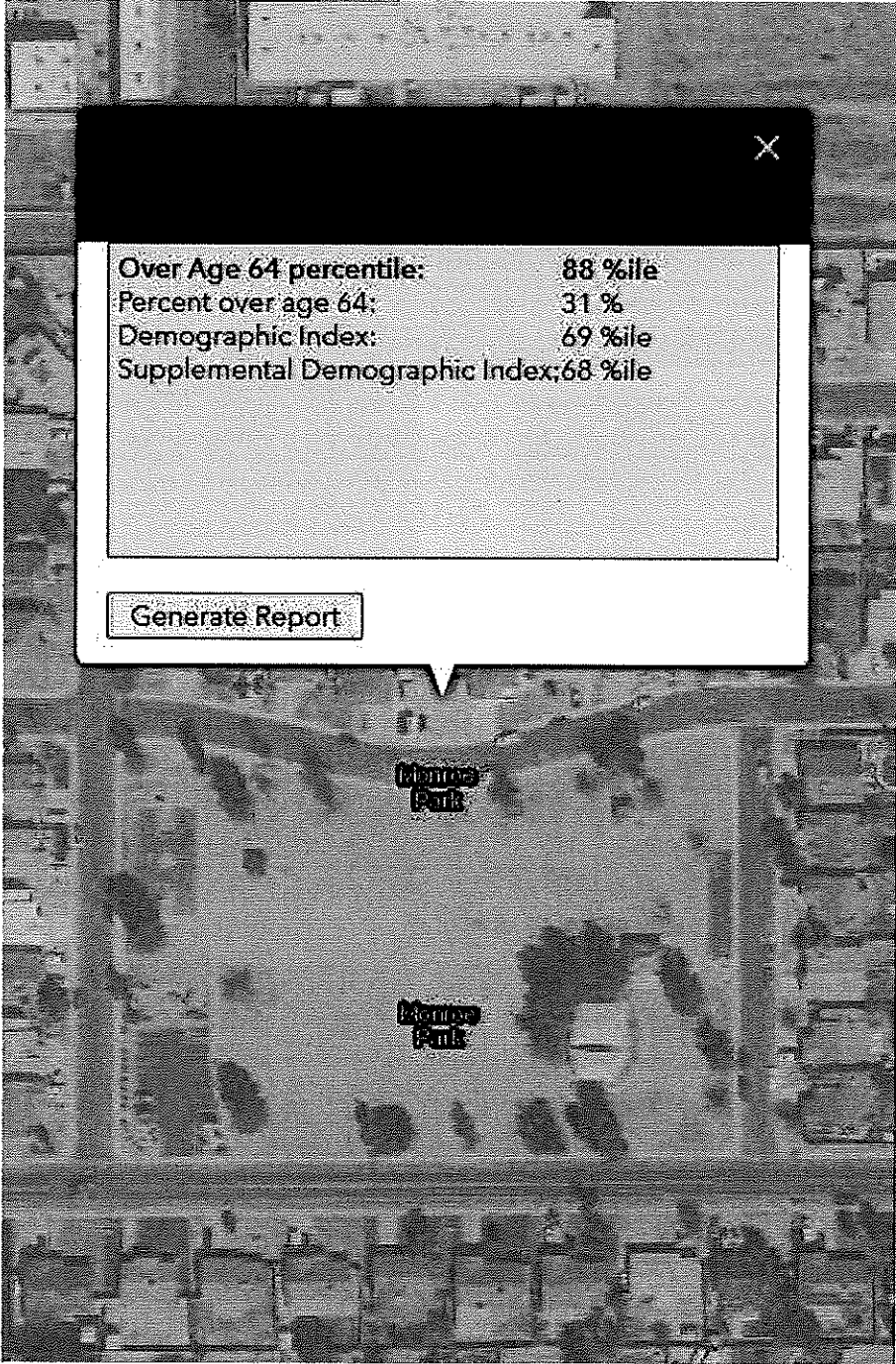


X

Demographic Index percentile: 82 %ile  
Demographic Index score: 2.20  
Supplemental Demographic Index: 70 %ile

Generate Report

Ceteniel Plaza



Over Age 64 percentile:	88 %ile
Percent over age 64:	31 %
Demographic Index:	69 %ile
Supplemental Demographic Index:	68 %ile

Generate Report

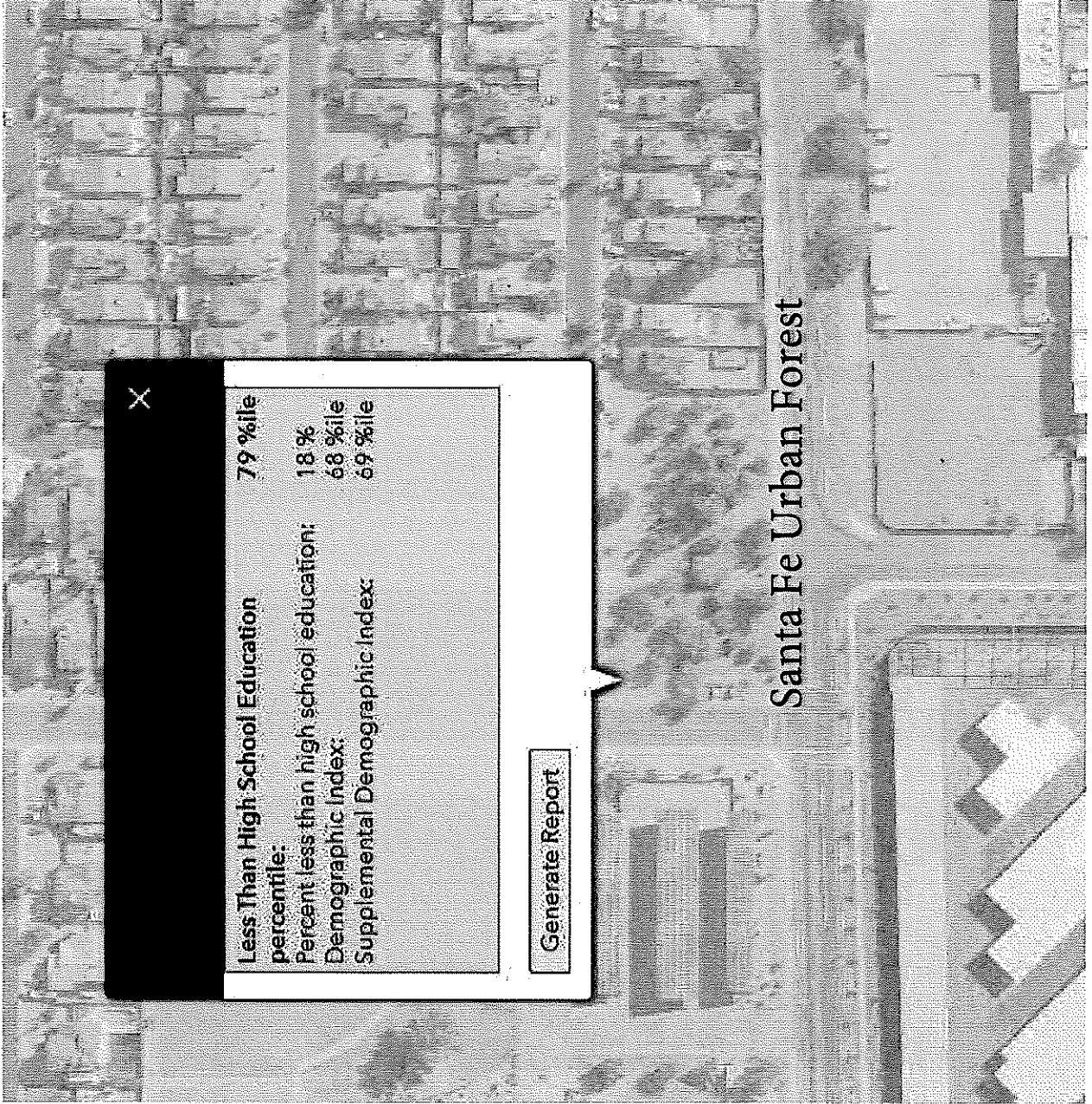
Marina Park

Marina Park

Demographic Index percentile: 82 %ile  
Demographic Index score: 2.20  
Supplemental Demographic Index: 70 %ile

Generate Report

**Johnny E. Ooms  
Memorial Park**

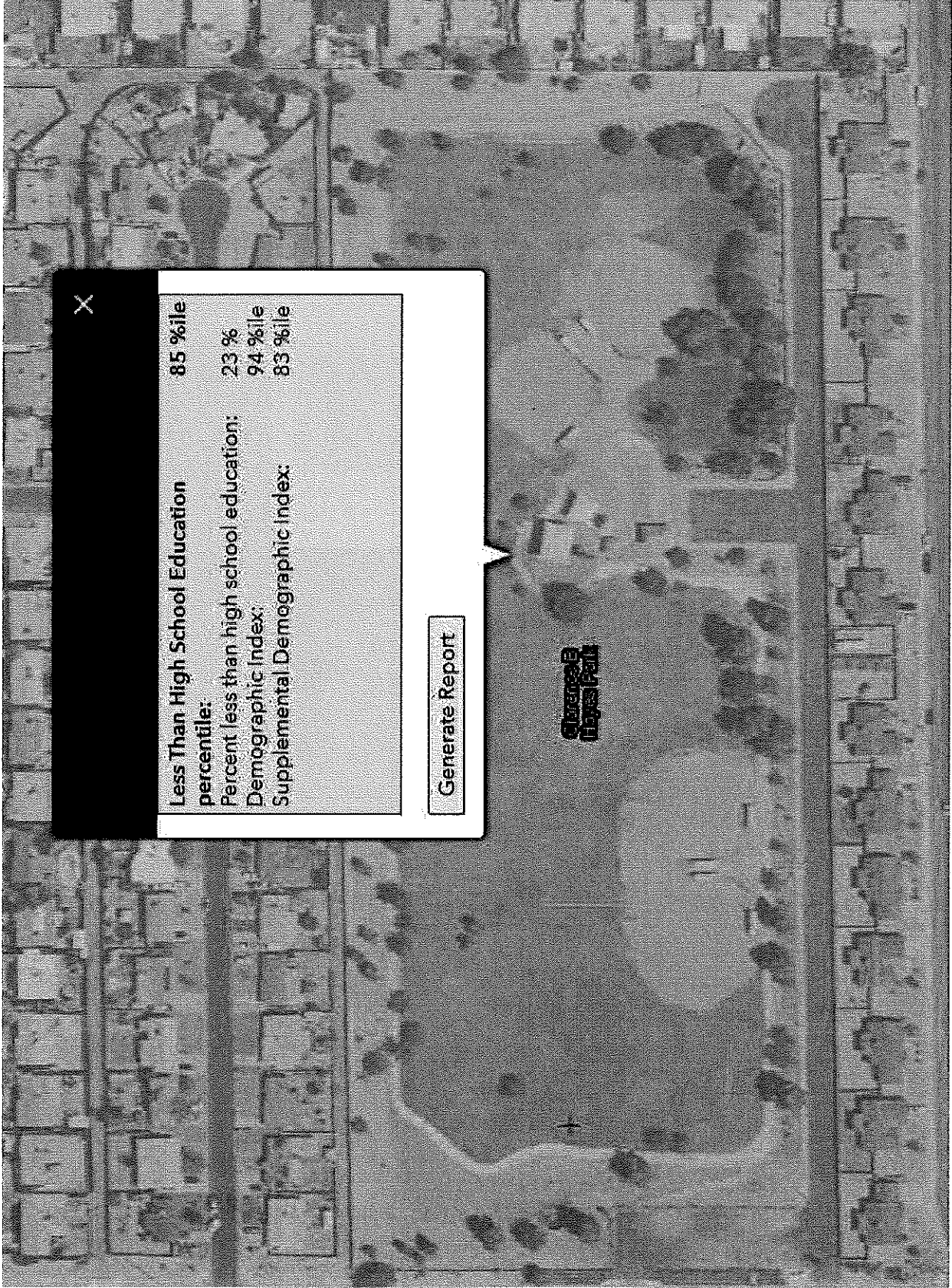


X

Less Than High School Education	79 %ile
Percentile:	
Percent less than high school education:	18 %
Demographic Index:	68 %ile
Supplemental Demographic Index:	69 %ile

Generate Report

## Santa Fe Urban Forest



X

<b>Less Than High School Education Percentile:</b>	<b>85 %ile</b>
<b>Percent less than high school education:</b>	<b>23 %</b>
<b>Demographic Index:</b>	<b>94 %ile</b>
<b>Supplemental Demographic Index:</b>	<b>83 %ile</b>

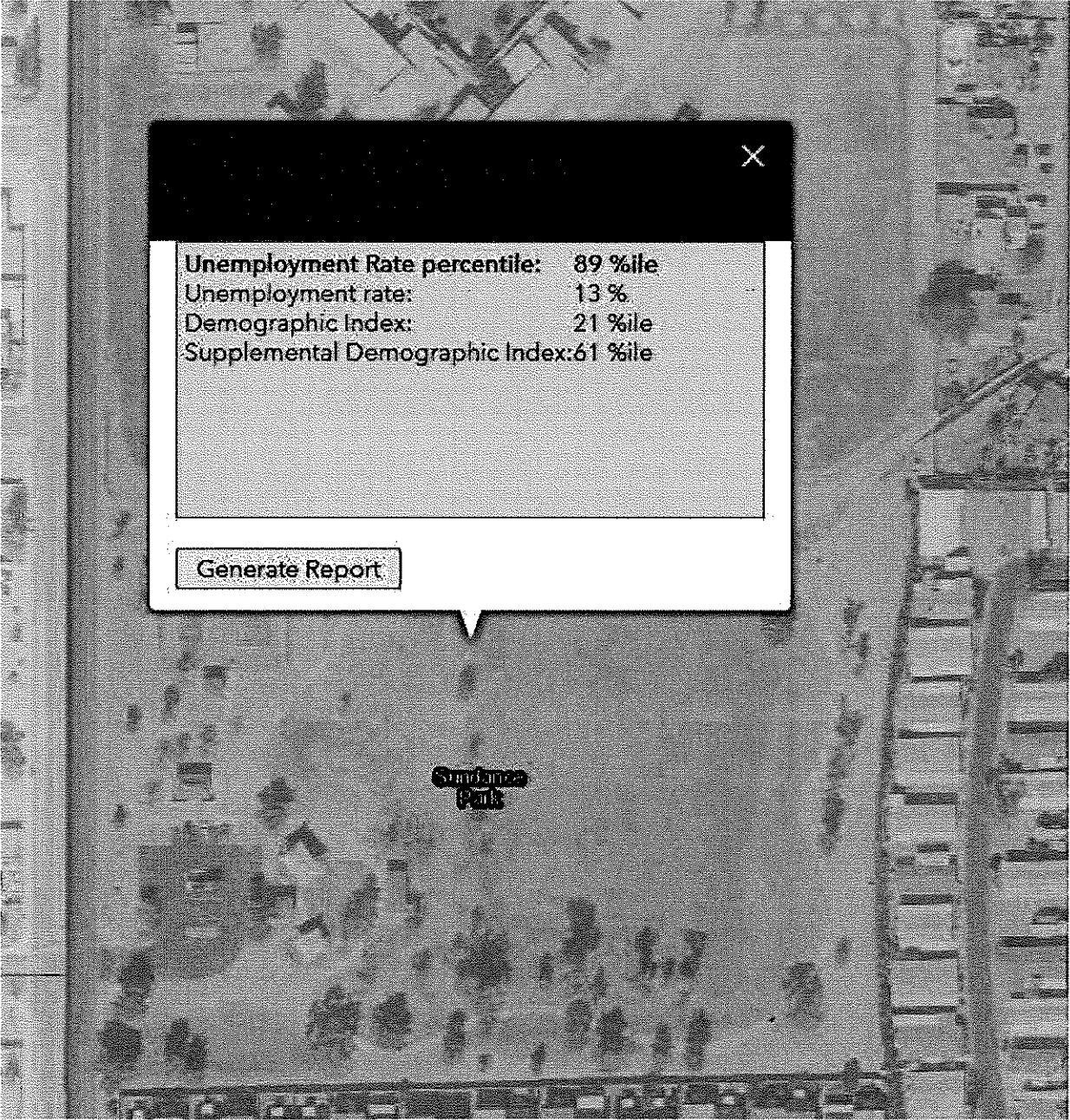
[Generate Report](#)

**demographic  
insights**

Limited English Speaking percentile: 76 %ile  
Percent limited english speaking: 5 %  
Demographic Index: 65 %ile  
Supplemental Demographic Index: 62 %ile

Generate Report

Summit  
Park



An aerial photograph of a residential area with a data popup window overlaid. The popup window has a black header with a white 'X' icon in the top right corner. The main content area is white with a black border and contains four lines of text. Below the text is a button labeled 'Generate Report'. A speech bubble tail points from the bottom of the popup to a label 'Sundance Park' on the map.

<b>Unemployment Rate percentile:</b>	89 %ile
Unemployment rate:	13 %
Demographic Index:	21 %ile
Supplemental Demographic Index:	61 %ile

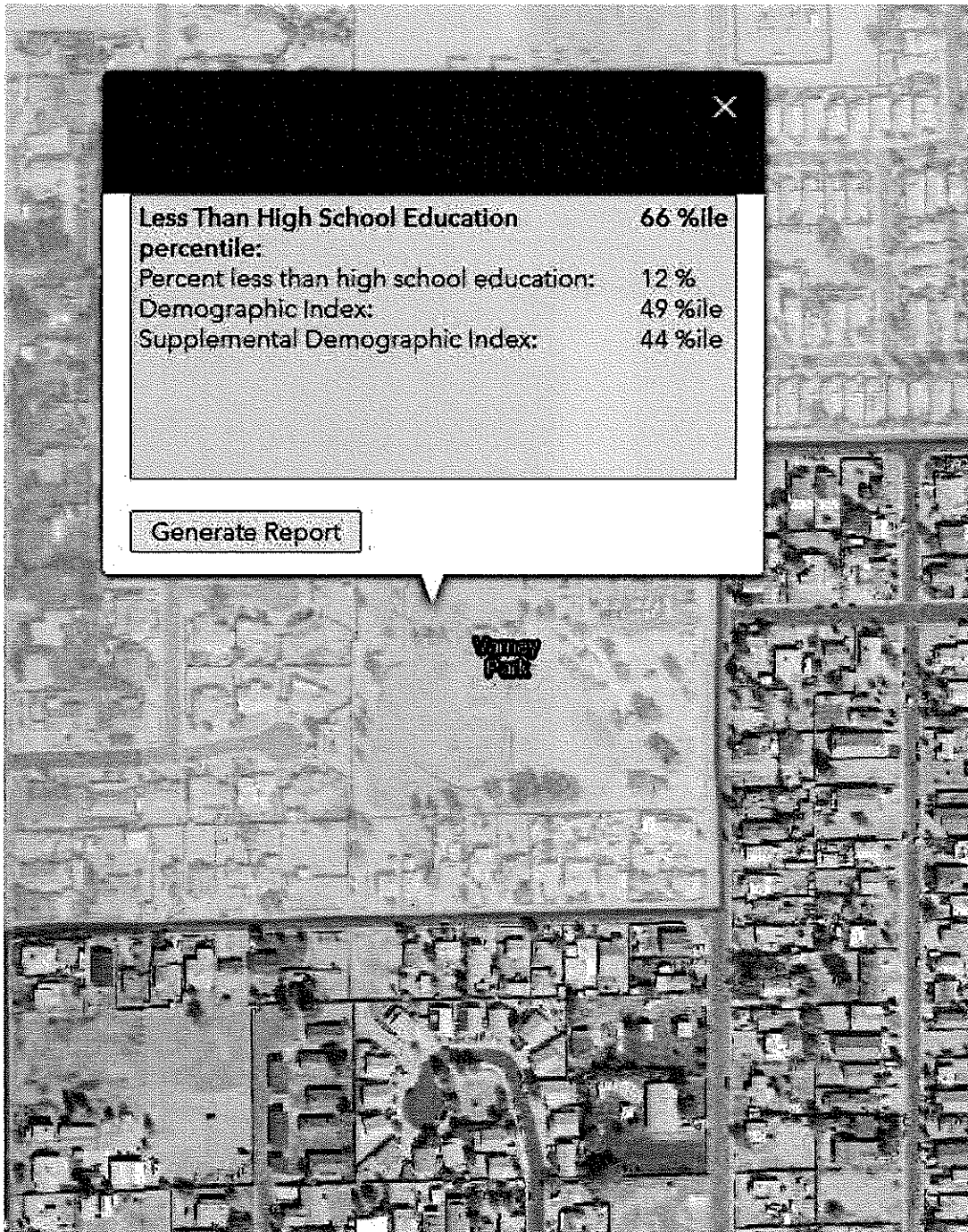
Generate Report

Sundance  
Park

# Scotland Yard Park

Demographic Index percentile: 83 %ile  
Demographic Index score: 2.26  
Supplemental Demographic Index: 88 %ile

[Generate Report](#)



<b>Less Than High School Education percentile:</b>	<b>66 %ile</b>
Percent less than high school education:	12 %
Demographic Index:	49 %ile
Supplemental Demographic Index:	44 %ile

[Generate Report](#)

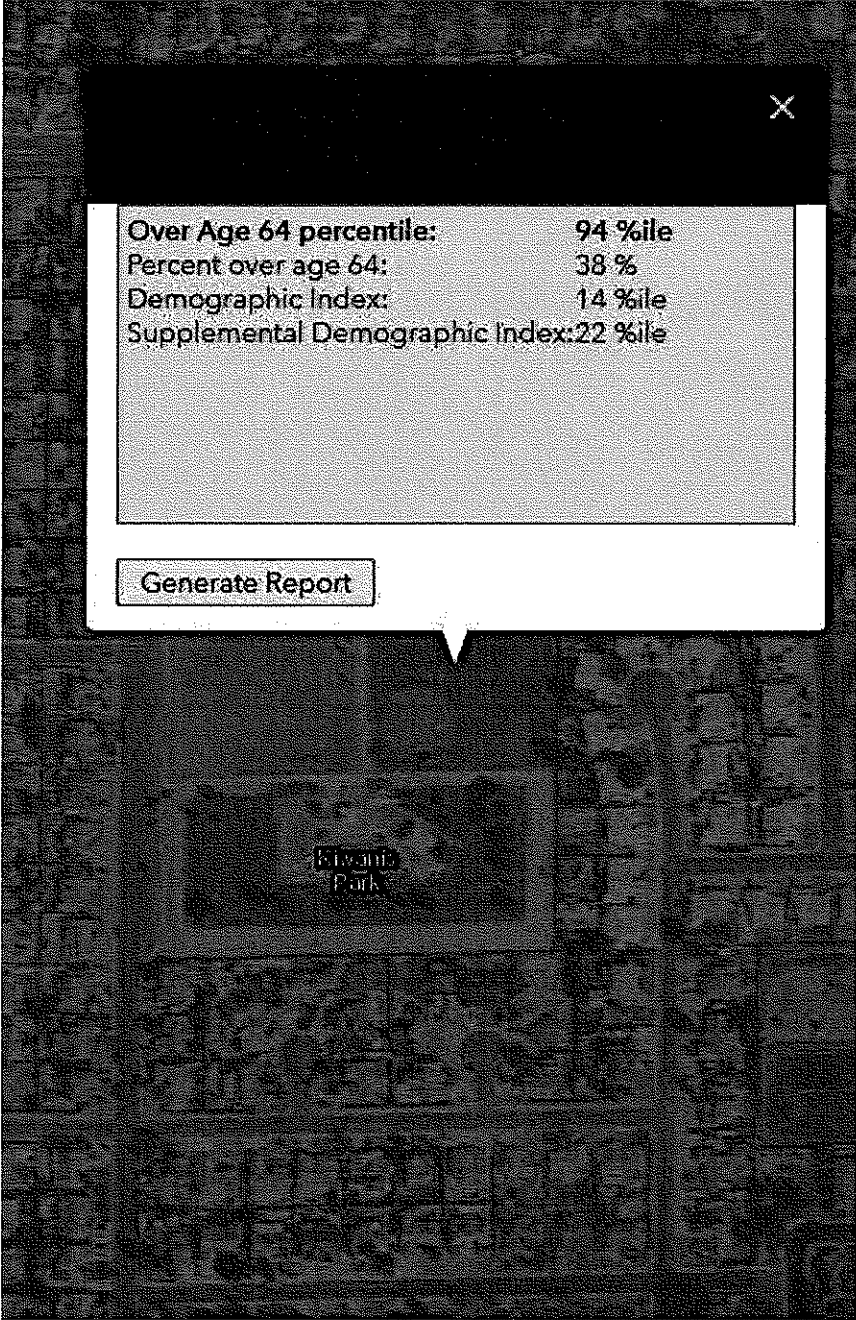
**Valley Park**

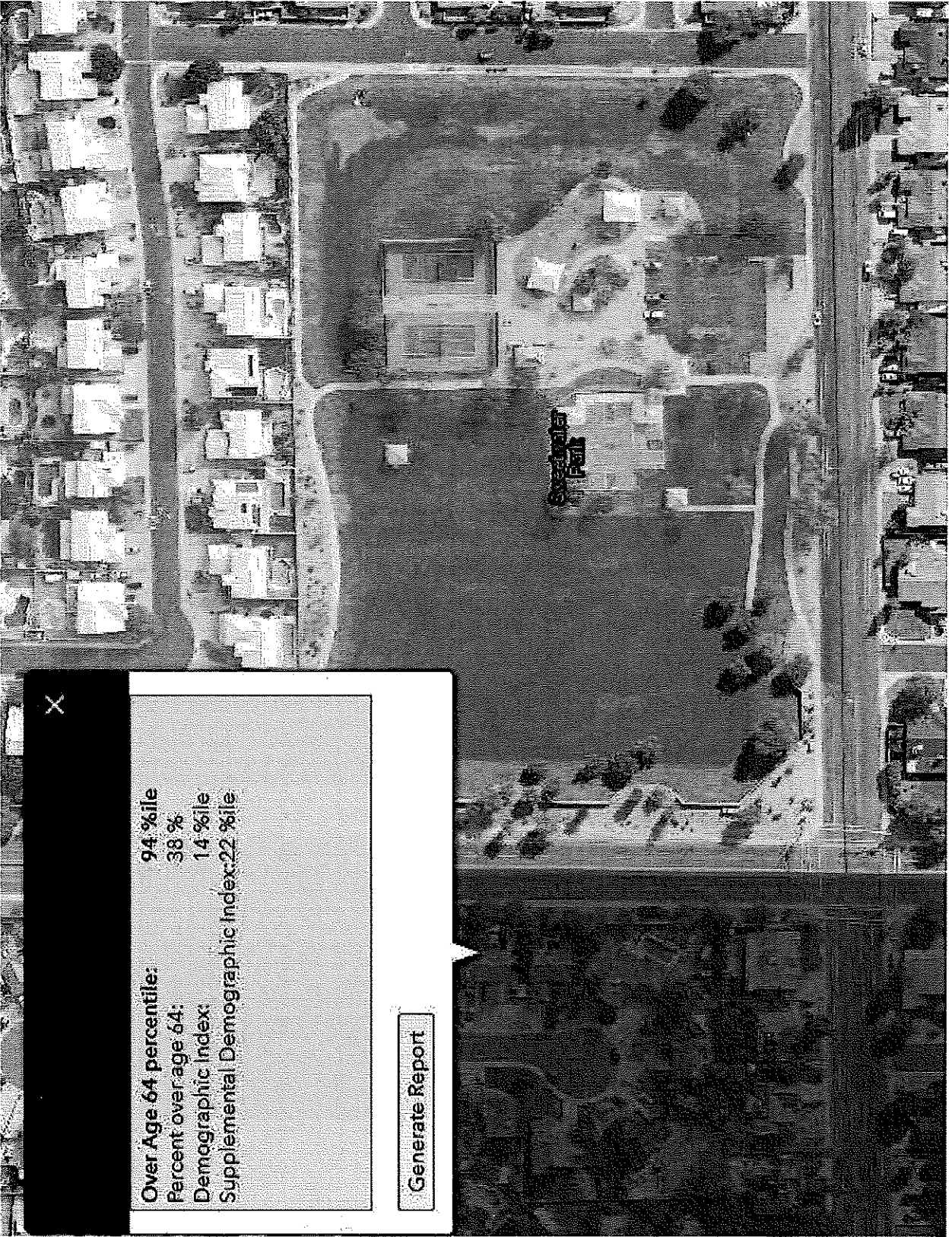


X

Under Age 5 percentile: 97. %ile  
Percent under age 5: 17 %  
Demographic Index: 82. %ile  
Supplemental Demographic Index: 56. %ile

Generate Report

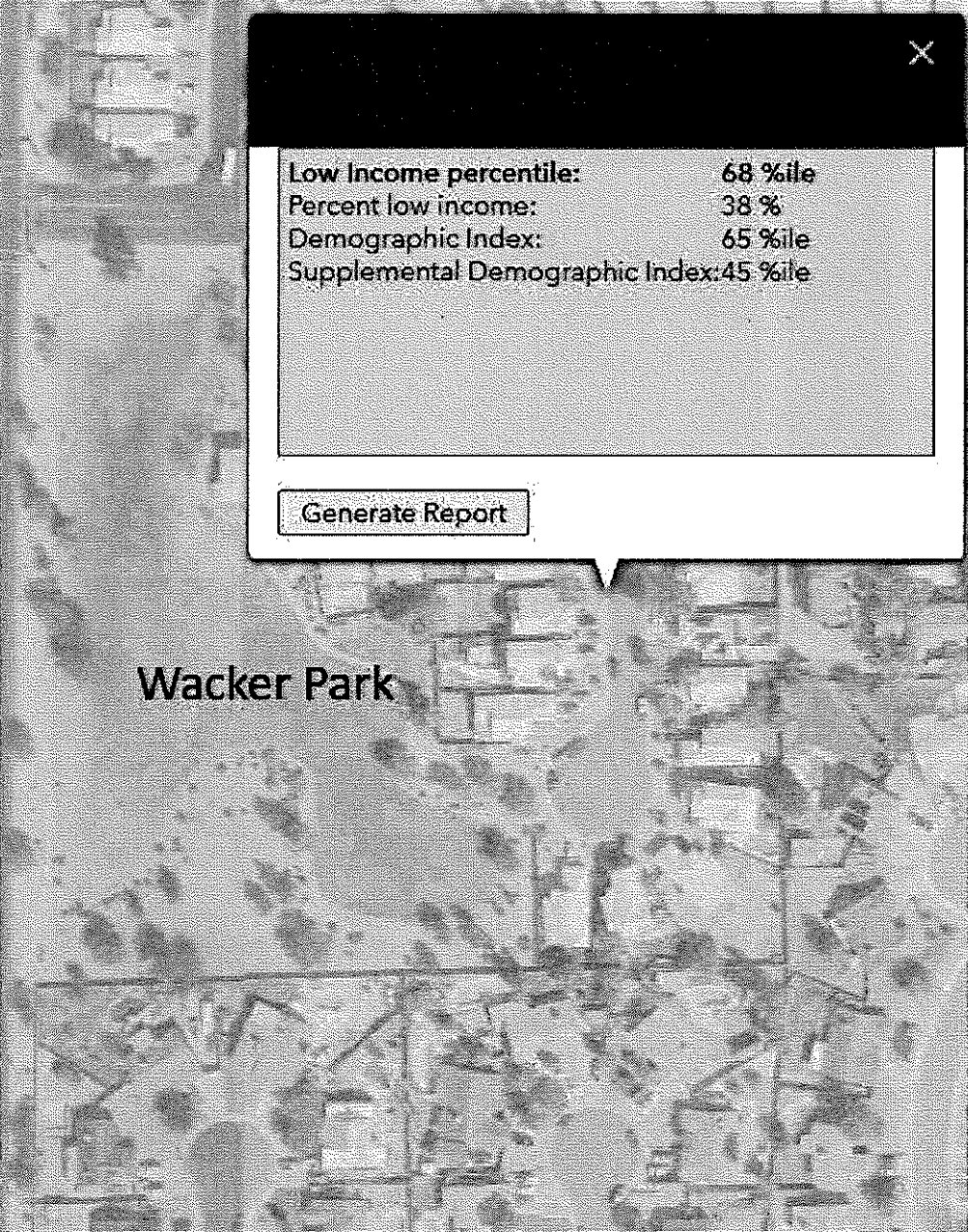




X

Over Age 64 percentile: 94 %ile  
Percent over age 64: 38 %  
Demographic Index: 14 %ile  
Supplemental Demographic Index: 22 %ile

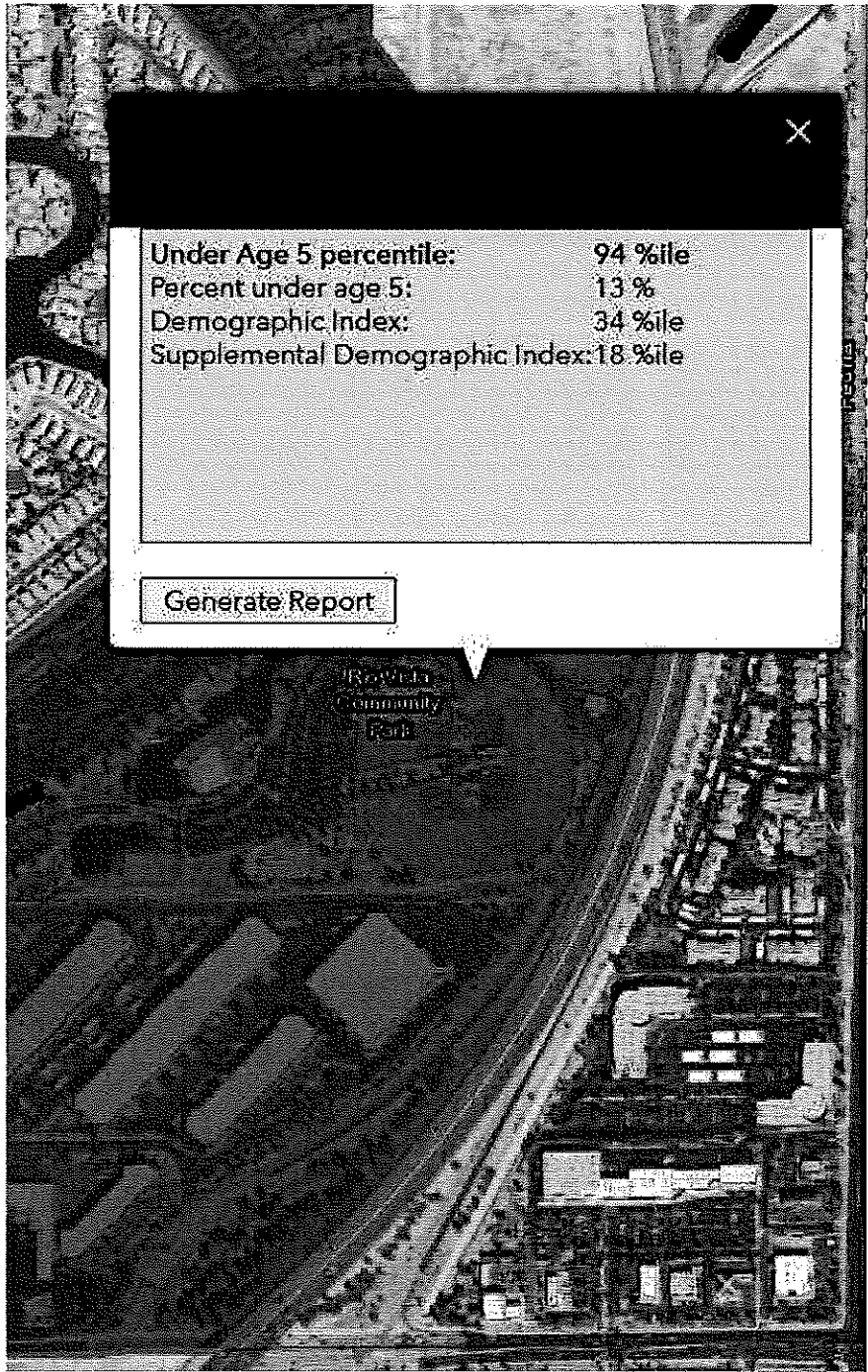
Generate Report



Low Income percentile: 68 %ile  
Percent low income: 38 %  
Demographic Index: 65 %ile  
Supplemental Demographic Index: 45 %ile

Generate Report

Wacker Park



Under Age 5 percentile:	94 %ile
Percent under age 5:	13 %
Demographic Index:	34 %ile
Supplemental Demographic Index:	18 %ile

Generate Report

Rowena  
Community  
Park

Passo Verde Park



Less Than High School Education 75 %ile  
Percentile:  
Percent less than high school education: 16 %  
Demographic Index: 10 %ile  
Supplemental Demographic Index: 24 %ile

Generate Report

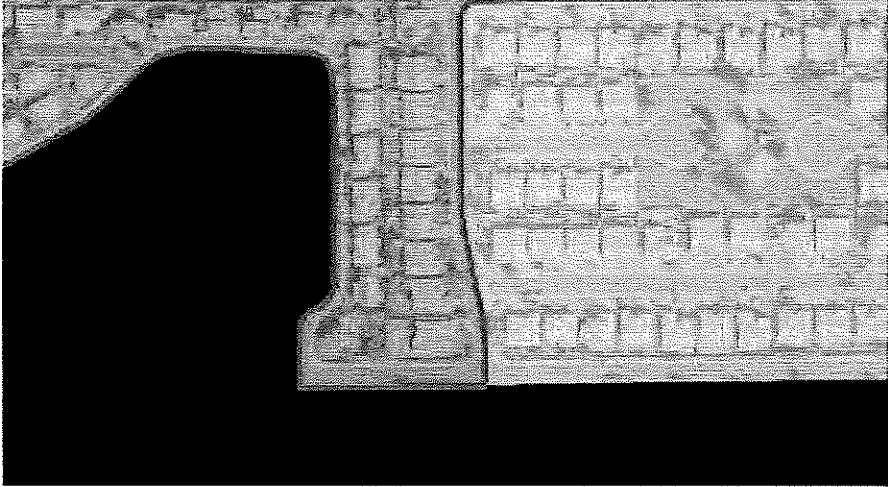
X

Over Age 64 percentile:	83 %ile
Percent over age 64:	27 %
Demographic Index:	7 %ile
Supplemental Demographic Index:	23 %ile

Generate Report

Head  
in Park

Callisto  
Park





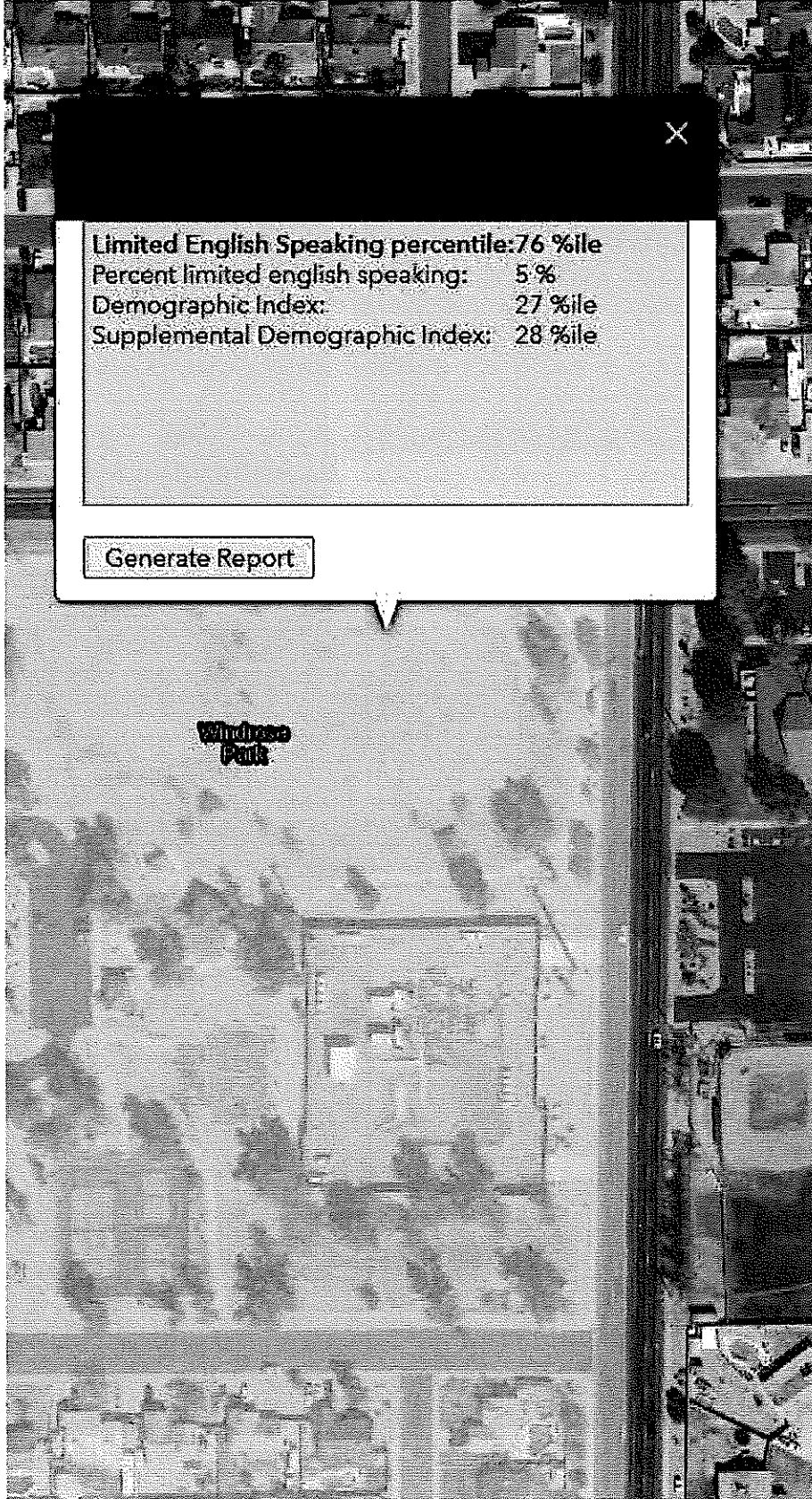
Demographic Index percentile: 81 %ile  
Demographic Index score: 2.15  
Supplemental Demographic Index: 72 %ile

Generate Report

Grasswood  
Park



state functionality. Likewise, some of the indicators may not be available for territories.



Generate Report

Whittier  
Park



### What Federal Civil Rights laws must you follow to ensure compliance?

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the information requested in the 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](mailto:program.intake@usda.gov).

*This institution is an equal opportunity provider.*

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

### What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with Civil Rights laws. The USDA will receive, investigate, and adjudicate claims alleging violation of Civil Rights laws by recipients of USDA assistance.

Grants and Agreements

## Complying With Civil Rights Requirements

### Your Responsibilities as a Partner With the Forest Service



U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 U.S.C. 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin (including LEP)
(20 U.S.C. 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

### For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”

— President John F. Kennedy, in his 1963 message calling for the enactment of Title VI of the Civil Rights Act

USDA is an equal opportunity provider, employer, and lender.



## Who is required to comply with Federal Civil Rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture(USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal Civil Rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

## What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

## Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

Recipients include:

- Any individual receiving Federal funding or assistance
- A State or local government

- American Indian or Alaska Native individual, tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

## What are your responsibilities for complying with Federal Civil Rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with Civil Rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the "And Justice for All" U.S. Department of Agriculture poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project, a statement of affiliation with the Forest Service, e.g., "This publication made possible through a grant from the USDA Forest Service." OR "This research was conducted in cooperation with the USDA Forest Service." OR "This research was funded by a grant from the USDA Forest Service."

- Providing program information in alternative formats for people with disabilities and in alternative languages for people with Limited English Proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.

- Identifying a person to be responsible for ensuring your program is in compliance with Civil Rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their Civil Rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:  
*"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.)"*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible 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. Additionally, program information is also available in languages other than English.*



**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	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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

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

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

### Subaward Reporting Worksheet

*Hispanic Access Foundation is required to report all subawards \$30,000 or more in compliance with 2 CFR 170. Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.*

Federal Award Information			
Federal Program Name	Nuestros Bosques Our Forests Inflation Reduction Act Initiative	Federal Awarding Agency	USDA Forest Service
Federal Award Number (FAIN)	24-CA-11132544-012	Date of Federal Award	12/13/2023
Award Type	Cooperative Agreement	Assistance Listing (CFDA)	10.727, "Inflation Reduction Act Urban & Community Forestry
Hispanic Access UEI	EDSNK9AQ7B16	Amount Obligated from this Award <b>\$25,000,000</b>	

Section 2: Subaward Information			
Sub awardee UEI		System for Award Management Registration Expiration Date (if applicable)	
Sub awardee Name			
Sub awardee Project Description			
Sub awardee Address		Sub awardee Principal Place of Performance (where work is performed)	
Number and Street		Number and Street	
City		City	
State		State	
ZIP+4		ZIP+4	
Executive Compensation† (to be completed by subrecipient)			
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
In preceding fiscal year, did your agency receive more than \$25 million in federal funds?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is information about the compensation of the senior executives in the subrecipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
1. Official Name		Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

Subrecipient Certification		
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.		
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Signatory	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date

Section 3: Subaward Information (for Hispanic Access Foundation purposes only)			
Subaward Number		Subaward Date	FFATA Report Month

