SUBRECIPIENT AGREEMENT
USFS URBAN AND COMMUNITY FORESTRY GRANT
GROWING RESILIENCE THROUGH FORESTED COMMUNITY SCHOOLYARDS

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made as of the last date of execution by either of the parties to this Agreement ("Effective Date"), by The Trust for Public Land, a California Section 501(c)(3) nonprofit corporation with its principal place of business at 23 Geary Street, San Francisco, CA 94108 ("TPL"), to City of Chandler, 175 S Arizona Ave, Chandler, AZ 85225 ("City" and/or "Subrecipient").

RECITALS

WHEREAS, with the passage of the Inflation Reduction Act in August 2022, the USDA Forest Service ("USFS") was authorized to receive $1.5 billion to invest in urban community forests across the country and, after a rigorous review of 842 applications, the USFS announced funding awards of $1.13 billion to 385 projects in all 50 states, territories, islands, and tribes in September 2023 (CFDA/Assistance Listing: 10.727 IRA Urban & Community Forestry);

WHEREAS, TPL received a $10 million award from the USFS as a national pass-through organization for its project entitled "Growing Resilience Through Forested Community Schoolyards," and pursuant to which TPL is administering and managing subawards to five (5) cities and other yet-to-be determined entities;

WHEREAS, TPL is committed to investing no less than 80% of its $10 million USFS award in local projects, including the City's project; and

WHEREAS, TPL and the City hereby enter into this Subrecipient Agreement to initiate the implementation of the City's project.

NOW, THEREFORE, TPL and the Subrecipient agree to the following:

1. **USFS Cooperative Agreement.** All provisions of the Cooperative Agreement between TPL and the USFS, entitled "Federal Financial Assistance Award of Cooperative Agreement, 24-CA-11132544-011, Between The Trust for Public Land and the USDA Forest Service, State, Private & Tribal Forestry Cooperative Forestry," dated February 5, 2024 ("Cooperative Agreement"),

apply to this Subrecipient Agreement, and the Cooperative Agreement is attached as **Appendix A** to this Agreement and incorporated herein.

a. The Subrecipient should note that following provisions in Attachment A of the Cooperative Agreement specifically apply to the Subrecipient:
    i. Section I: Use of Forest Service Insignia
    ii. Section M: Non-Discrimination Statement- Printed, Electronic, or Audiovisual Material
    iii. Section S: Trafficking in Persons
    iv. Section V: Eligible Workers
    v. Section Z: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
b. The Subrecipient must also adhere to the Whistleblower Notice at Attachment C of the Cooperative Agreement.

2. **Subrecipient Information.** Pursuant to 2 CFR 200.332(a)(1), the Subrecipient must complete and submit the requested information at **Appendix B** of this Agreement, which is incorporated herein.

3. **Subrecipient Project.** The Subrecipient shall use the subaward solely for the following project:

Through the planting of trees, the City of Chandler, Arizona is working to address the challenge of extreme heat and the human health issues associated with a lack of tree canopy in a desert environment. Chandler will target disadvantaged communities that lack equitable access to trees identified in the Climate and Economic Justice Screening Tool. A key partner includes the Chandler Unified School District (CUSD) to educate students on urban forestry with planting at public parks and properties. The project's goals are to increase tree canopy to maximize the benefits trees offer while providing education to students and the community.

Upon execution of this Agreement, TPL and the Subrecipient shall work to refine the project scope and budget, if needed, to ensure that urban tree canopy is increased in disadvantaged communities and to the extent possible, to increase tree canopy located at, in proximity to, or having a nexus to schools.

The Subrecipient must fully participate in the technical assistance and capacity-building tasks and objectives led by TPL and assist TPL with evaluation and communication plans and programs.

4. **Term.** The term of this Agreement commences on the Effective Date and ends on June 30, 2028.

5. **Subrecipient's Subaward.** TPL hereby allocates to the Subrecipient a total award in the amount of $767,000 ("subaward'). Subrecipient shall submit invoices and supporting documentation for reimbursable expenses to TPL no more than monthly to receive subaward payment. Invoices shall include the specified invoice period and outline expenses incurred in accordance with the proposed budget. Supporting documentation may include, but is not limited to, copies of Subrecipient's contractor invoices.

   Expenses undertaken by the Subrecipient prior to the execution of this Agreement are not eligible for reimbursement. However, TPL will consider expenses incurred in the 90-day period prior to execution of this Agreement on a case-by-case basis.

6. **No Match Required.** The 1:1 match ordinarily required by the USFS is waived pursuant to the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Subrecipient that 100% of the project and subaward will benefit disadvantaged communities. Verification of the match waiver shall adhere to the USFS's "Match Waiver Compliance Guidance For FY23 IRA UCF Grant Program Awardees, 12/13/23."

7. **No Assignment.** Neither party shall assign this Agreement, the subaward, the Subrecipient project, nor any rights or benefits accruing to it hereunder.

8. **Federal Requirements.** The Subrecipient acknowledges that it is subject to the same federal requirements as those that apply to TPL, which include but are not limited to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 (adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200). Notable federal requirements are as follows:

   a. **Federal Procurement**. Because this is a subaward of Federal financial assistance, the Subrecipient is subject to the federal procurement requirements. Subrecipient shall provide documentation ensuring compliance with federal procurement requirements upon request by TPL. Subrecipient will not be reimbursed for activities not in compliance with 2 CFR 200.

b. **Subaward Requirements**, 2 CFR 200.331 through .333. The Subrecipient shall
   i. submit quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform (instructions for project impact reporting shall be provided by USFS);
   ii. submit required financial and performance information and/or reports to TPL, and specifically an interim Federal Financial Report, Standard Form SF-425, to be submitted by July 15 and January 15 to TPL by the Subrecipient;
   iii. submit all required final financial and performance reports to TPL, and specifically a final Federal Financial Report, Standard Form SF-425, within 120 days of the end of the period of performance (October 31, 2028);
   iv. report subawards and executive compensation pursuant to 2 CFR Part 170, and as detailed in Attachment B of the Cooperative Agreement;
   v. provide TPL and its auditors with access to the Subrecipient's records and financial statements as necessary and for audit purposes;
   vi. permit TPL to monitor the Subrecipient's activities to ensure that the subaward is used for authorized purposes in compliance with this Agreement, and that subaward performance goals are achieved;
   vii. abide by any TPL or USFS terms and conditions concerning closeout of the subaward (for USFS minimum requirements, see Cooperative Agreement, Attachment A, Forest Service Award Provisions at Section O, at page 9 of 19)

c. Other Federal Requirements. The Subrecipient must abide by all other applicable federal laws, regulations and requirements, such as but not limited to health and safety regulations and minimum wage.

9. State and Local Requirements. The Subrecipient shall undertake and perform its project in strict compliance with applicable state and local laws, regulations and requirements.

10. No Liability. TPL, USFS, and the United States shall not be liable to the Subrecipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of activities pursuant to this Agreement, including damage to any property owned by the Subrecipient or any third party.

11. **Contacts.** The individuals listed below are authorized to represent their organizations for matters related to this Agreement. Any revision to these organizational contacts requires notification to the other party**.**

    TPL Contact:
    Name: Danielle Denk
    Address: 508 E Sedgwick Street, Philadelphia, PA
    Email: Danielle.denk@tpl.org
    Telephone: 215-729-8515

    Subrecipient Contact:
    Name: Ryan McCartney
    Address: MS 906, PO Box 4008, Chandler, AZ 85244
    Email: Ryan.McCartney@ChandlerAZ.gov
    Telephone: 480-782-2748

12. **Notification**. The Subrecipient shall immediately notify TPL of developments that have a significant impact on the activities supported under this subaward. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the subaward. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

13. **Acknowledgement/ Use of Logos.** The Subrecipient shall acknowledge TPL and USFS support in any publications, audiovisuals, and electronic media developed as a result of this subaward. Prior to the Subrecipient using TPL and/or USFS' logos or insignias on any published media, such as a website, social media, printed publication, or audiovisual production, written (includes email) permission must be granted by TPL and/or USFS. (See Section I and Section M of Attachment A of the Cooperative Agreement for the Use of Forest Service Insignia and the USFS Nondiscrimination Statement that must be included in printed, electronic or audiovisual material).

14. **Dispute Resolution.** This Agreement anticipates that TPL and the Subrecipient will work together in good faith. In the event a dispute arises concerning this Agreement or the Subrecipient's project, TPL and the Subrecipient agree to use their best efforts to resolve any

disputes arising between them as efficiently and cost effectively as possible. At all times, TPL and the Subrecipient will provide candid and timely disclosure of all relevant facts to facilitate negotiations, and each will assign appropriate representatives to meet and make good faith efforts to resolve the dispute. Should such efforts fail to resolve the dispute, the parties may engage a mutually agreed upon external third-party to facilitate a resolution to the dispute.

15. **Termination**. This subaward may be terminated, in whole or part pursuant to 2 CFR 200.340.

16. **Modifications**. This Agreement may be modified only by mutual consent of the parties, and by issuance of a written amendment signed by both parties hereto.

17. **Authorized Representatives.** By signature below, each party certifies that the individuals listed in this document as representatives of TPL and/or the Subrecipient are authorized to act on behalf of their respective entities.

18. **Multiple Originals/Electronic Signatures**. Electronic signatures of or on behalf of either party to this Agreement shall be effective for all purposes, including delivery, as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

IN WITNESS WHEREOF, the parties have executed this Subrecipient Agreement as of the Effective the Date first above set forth.

THE TRUST FOR PUBLIC LAND

By:_________________________________
Jim Obendorf
SVP, Chief Financial & Administrative Officer
23 Geary Street, Suite 1000
San Francisco, CA 94108
Telephone: 415.495.4014

Date:_______________________________

SUBRECIPIENT:
CITY OF CHANDLER

By: _________________________________
John Sefton, Jr.
Director, Community Services Department
175 S Arizona Ave
Chandler, AZ 85225
480-782-2707
John.Sefton@chandleraz.gov

Date:_______________________________

By:___________________________________
City Clerk

By:___________________________________
City Attorney
DMG

Appendix A

Cooperative Agreement, 24-CA-11132544-011,
Between The Trust for Public Land and the USDA Forest Service, State, Private & Tribal Forestry Cooperative Forestry," dated February 5, 2024

[attach, and include the "And Justice for All" and "Civil Rights" docs]

FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-011
Between
THE TRUST FOR PUBLIC LAND
And The
USDA, FOREST SERVICE
STATE, PRIVATE & TRIBAL FORESTRY
COOPERATIVE FORESTRY

Project Title: Growing Resilience Through Forested Community Schoolyards-Inflation Reduction Act

Upon execution of this document, an award to The Trust for Public Land, hereinafter referred to as "TPL," in the amount of **$10,000,000**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. TPL accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 14, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

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

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

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

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

The following administrative provisions apply to this award:

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

B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approval of assigned subaward grant agreements before any work begins related to the unallocated or reserve funding.
2. Review and approval of any proposed competitive process for new subawards.
3. Consult in the selection of key recipient personnel, if requested.
4. Forest Service and recipient collaboration and joint participation. Clearly identify specific tasks to be accomplished by each party in the narrative section of the Cooperative Agreement.
5. Provide specific direction or redirection of the work during performance because of interrelationships with other National Pass-Through Partners and/or sub-awardees.
6. Review and approval of tracking and accomplishment reporting system for Urban and Community Forestry IRA sub-award projects.
7. Participate in the presentation of results in publications.
8. The Forest Service does not permit the recipient's principal investigator or project manager to change methods and procedures employed in performing the project without prior approval of the authorized Forest Service program manager, unless the methods and procedures employed are stated as specific objectives in the project narrative.

C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Danielle Denk 1608 Walnut Street, Suite 302 Philadelphia, PA 19103 Telephone: (215) 729-8515 Email: danielle.denk@tpl.org	Stephanie Flynn 100 M St SE, Suite 700 Washington, DC 20003 Telephone: (202) 330-4716 Email: stephanie.flynn@tpl.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Brooke McFarland 201 14th ST SW Washington, DC 20250 Telephone: (771) 216-5514 Email: brooke.mcfarland@usda.gov	Margarita (Peach) Dolar 201 14th ST SW Washington, DC 20250 Telephone: (410) 940-4587 Email: margarita.dolar@usda.gov

D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award TPL acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If TPL fails to comply with these provisions, the Forest Service will annul this award and may recover any funds TPL has expended in violation of sections 433 and 434.

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

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

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

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

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

G. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **32.71%** which is below the rate indicated in the Indirect Cost Rate Proposal submitted by the Cooperator to the Forest Service OCFO-Resource Audit Branch (RAB).

The use of this rate is approved **tentatively**, contingent upon the formalized written negotiated indirect cost rate agreement (NICRA) between the Cooperator and RAB in accordance with 2 CFR 200 and appendices thereto. A copy of the NICRA must be submitted by the Cooperator to the Forest Service Administrative Contact within fifteen (15) calendar days from its receipt thereof.

(1) TPL will be reimbursed for indirect costs at this tentative rate until the rate is formalized in a NICRA; at which time, reimbursements for prior indirect costs may be subject to adjustment.
(2) If the indirect cost rate in the NICRA is lower than the tentative rate, then the Cooperator **must** adjust its budget and scope of work to reflect the NICRA rate.
(3) If the indirect cost rate in the NICRA is higher than the tentative rate, the award obligation will **not** increase as a result of the increased indirect cost rate.
(4) Failure to secure a provisional or final NICRA could result in disallowed indirect costs and repayment to the Forest Service.

As new NICRAs are agreed to between TPL and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, TPL shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

H. PRIOR WRITTEN APPROVAL. TPL shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

I. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

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

The end date, or expiration date is **12/31/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above*.

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

James Obendorf

Digitally signed by James Obendorf
DN: cn=James Obendorf, o=The Trust for Public Land, ou=SVP / Chief Financial & Adminstrative Officer, email=jim.obendorf@tpl.org, c=US
Date: 2024.02.01 11:07:57 -08'00'

JIM OBENDORF Date
SVP, Chief Financial & Administrative Officer
The Trust for Public Lands

STEVEN KOEHN

Digitally signed by STEVEN KOEHN
Date: 2024.02.05 09:42:05 -05'00'

STEVEN W. KOEHN Date
Director, Cooperative Forestry
US Forest Service – State, Private & Tribal Forestry

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

MARGARITA DOLAR

Digitally signed by MARGARITA DOLAR
Date: 2024.01.25 11:57:16 -05'00'

MARGARITA G. DOLAR Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, TPL may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT**.** The United States shall not be liable to TPL for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by TPL or any third party.

C. NOTICES. Any notice given by the Forest Service or TPL will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

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

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

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

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

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

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

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

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

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

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

- **Additional pertinent information**: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

G. NOTIFICATION. TPL shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for TPL to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify TPL when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of TPL's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

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

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

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

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

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

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

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

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

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

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

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

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

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

O. AWARD CLOSEOUT. TPL must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

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

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

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

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

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

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

S. TRAFFICKING IN PERSONS.

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

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

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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

T. <u>DRUG-FREE WORKPLACE</u>.

1. TPL agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
b. Specify the actions TPL will take against employees for violating that prohibition; and
c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and
(2) Shall notify TPL in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. TPL agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. TPL agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after TPL learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, TPL must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. <u>PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS</u>.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality

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

V. ELIGIBLE WORKERS. TPL shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). TPL shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

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

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

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

Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

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

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

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

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*
   1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
   2. *Where and when to report.*
      i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
      ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*
   1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
      ii. in the preceding fiscal year, you received—
         (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
   2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
      i. As part of your registration profile at *https://www.sam.gov.*
      ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*
   1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
   1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
   2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization; and,
      iv. A domestic or foreign for-profit organization
   3. *Executive* means officers, managing partners, or any other employees in management positions.
   4. *Subaward:*
      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
      ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
      iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

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

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

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

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

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

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

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

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

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received: 11/14/2023	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier: 24-CA-11132544-011

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: The Trust for Public Land

* b. Employer/Taxpayer Identification Number (EIN/TIN): 23-7222333	* c. UEI: HN7CS4YNMBC4

d. Address:

* Street1:	23 Geary St
Street2:	Suite 1000
* City:	San Francisco
County/Parish:	
* State:	CA: California
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	94108-5750

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Stephanie
Middle Name:			
* Last Name:	Flynn		
Suffix:			

Title:

Organizational Affiliation: The Trust for Public Land

* Telephone Number:	202-330-4716	Fax Number:	

* Email: stephanie.flynn@tpl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Agriculture - Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.727

CFDA Title:

Inflation Reduction Act - Urban and Community Forestry

*** 12. Funding Opportunity Number:**

USDA-FS-2023-UCF-IRA-01

* Title:

Inflation Reduction Act - Urban and Community Forestry

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Growing Resilience Through Forested Community Schoolyards Re-granting

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-011 * b. Program/Project: US-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 11/20/2023 * b. End Date: 11/20/2028

18. Estimated Funding ($):

* a. Federal	10,000,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	10,000,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ______.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Stephanie

Middle Name:

* Last Name: Flynn

Suffix:

* Title: Sr. Manager of Federal Grants

* Telephone Number: 202-330-4716 Fax Number:

* Email: stephanie.flynn@tpl.org

* Signature of Authorized Representative: Stephanie Flynn Digitally signed by Stephanie Flynn Date: 2023.11.14 16:57:31 -05'00' * Date Signed: 11/14/2023

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	New or Revised Budget: Federal (e)	New or Revised Budget: Non-Federal (f)	New or Revised Budget: Total (g)
1. Urban and Community Forestry Program	10.727	$	$	$ 10,000,000.00	$	$ 10,000,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 10,000,000.00	$	$ 10,000,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1) Urban and Community Forestry Program	(2)	(3)	(4)	(5)
a. Personnel	$ 913,545.00	$	$	$	$ 913,545.00
b. Fringe Benefits	438,502.00				438,502.00
c. Travel	40,000.00				40,000.00
d. Equipment					
e. Supplies	10,000.00				10,000.00
f. Contractual	105,000.00				105,000.00
g. Construction					
h. Other	8,000,000.00				8,000,000.00
i. Total Direct Charges (sum of 6a-6h)	9,507,047.00				$ 9,507,047.00
j. Indirect Charges	492,953.00				$ 492,953.00
k. TOTALS (sum of 6i and 6j)	$ 10,000,000.00	$	$	$	$ 10,000,000.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Urban and Community Forestry Program	$	$	$	$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 1,285,472.00	$ 192,821.00	$ 192,821.00	$ 449,915.00	$ 449,915.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 1,285,472.00	$ 192,821.00	$ 192,821.00	$ 449,915.00	$ 449,915.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	Urban and Community Forestry Program	$ 2,161,333.00	$ 2,162,080.00	$ 2,176,005.00	$ 2,215,110.00
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		$ 2,161,333.00	$ 2,162,080.00	$ 2,176,005.00	$ 2,215,110.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: $9,507,047

22. Indirect Charges: $492,953

23. Remarks:

PROJECT NARRATIVE

1. Project Scope Alignment:

There are nearly 100,000 public schools across the U.S., occupying over 2 million acres of land (about the area of Connecticut), and they are located in the heart of every community. And yet, across the country, too few schoolyards are open to the public for use during non-school hours. And an even smaller number—as little as five percent—are designed with the kinds of trees, green space and natural play features that the schools and greater communities need and deserve. Through joint-use agreements between the school districts and municipal agencies, schoolyards can remain open as public green space for the surrounding community after school hours as "community schoolyards." Community schoolyards represent an opportunity to increase tree equity and educate students and the broader community about the importance of trees and how to steward a healthy urban forest.

An analysis by Trust for Public Land (TPL) reveals that 36 percent of the nation's 50.8 million public school students attend school in a heat island, which is defined as 1.25 degrees Fahrenheit or more, on average, than the surrounding town or city. Heat disrupts learning and intensifies existing educational inequities. In too many communities, schoolyards look more like parking lots than playgrounds—flooding when it rains and baking under the hot sun. Even when schoolyards have forests, schools in disadvantaged communities struggle to maintain them. Public education spending in the U.S. falls short of global benchmarks and the funding disparity is magnified in disadvantaged communities due to the tax-based funding formula. School districts are starting to identify outdoor spaces for learning, but they are not prioritizing the operational capacity to sustain outdoor facilities. For this reason, schoolyard forests must be paired with a compressive stewardship and capacity building program.

Public schoolyards are a public asset, and those that double as vibrant, forested community parks should be the national standard—for the benefit of 50.8 million public school students nationwide as well as the neighboring communities where they learn and play. Through TPL's Community Schoolyards ® initiative, we are leading a nationwide movement to transform asphalt schoolyards into green spaces that improve the daily lives of students, educators, and the surrounding community. Since our first schoolyard transformation in the 1970s and with our local partners, TPL is building more resilient, healthy, and equitable communities nationwide. Trust for Public Land proposes to work with the U.S. Forest Service (USFS) as a pass-through partner to support disadvantaged communities and schools to forest schoolyards and other high priority open spaces. This work on schoolyards will address disparities in access to nature and environmental justice by changing how school grounds in disadvantaged communities are designed, maintained, and stewarded for student learning and community use.

This project's scale and reach will greatly contribute to the goals of the Urban and Community Forestry program. First, it contributes to the **Justice40** goal that 40 percent of the overall benefits of Federal investments flow to disadvantaged communities, as all funding from this proposal will directly benefit disadvantaged communities, as identified by the White House Council on Environmental Quality's **Climate and Economic Justice Screening Tool (CEJST)**. Disadvantaged communities will experience the following climate benefits through the urban and community forestry planning, planting, maintenance, environmental education, workforce development, and stewardship work of this project: reduction in urban heat island effect, increased flood mitigation and stormwater capture, carbon sequestration, and reduction in local air pollutants. This project will also meet all seven goals of the **Ten-Year Urban and Community Forestry Action Plan (2016-2026)**. It will support **Goal 1: Planning** by providing technical assistance to communities to ensure schoolyard forestry is incorporated into local and regional plans, such as comprehensive and master plans and school district strategic plans. It will support **Goal 2: Human Health** by sub-awardee planning, designing, and managing urban forests to improve human health and wellness such as mitigating pollution, improving mental health, reducing urban heat island effect, and increasing clean water. It will support **Goal 3: Diversity, Equity, and Leadership** by engaging directly with disadvantaged communities to increase schoolyard tree canopy, building local capacity, and increasing youth exposure to professional opportunities in urban forestry. It will support **Goal 4: Environmental Health** by increasing the biodiversity, health, and resilience of trees, and using urban forests to increase access to local foods through orchard trees, vegetable gardens, rain gardens, and locally-appropriate trees and vegetation. It will support **Goal 5: Management** by improving local school district management, maintenance, and arboricultural practices, and creating and disseminating resources to share best practices for school districts nationwide. Finally, it will support **Goal 7: Education and Awareness** by strengthening environmental education programs focused on urban forestry at disadvantaged schools and increasing outreach and educational opportunities for disadvantaged communities to increase forestry stewardship.

2. Implementation Strategy/Methodology/Timeline:

We will work with the USFS as a pass-through partner to administer, support and guide grantees through grant administration and implementation. Our proposed approach will take place across four main activities. First, we will **administer Tier I sub-grants** to the communities matched to TPL by USFS. This process includes overall program objectives, sub-grant agreement negotiation and sub-grant administration. Second, we will **administer Tier II sub-grants** to the communities still to be identified. The second Tier will follow the same scope as Tier I. Third, we will establish the **technical assistance and capacity building** programs to support the grantees' use of best practices and resources to plan and plant, integrate trees and urban forests into school district plans and schoolyards, and engage the community. This includes the development of stewardship capacity and maintenance planning within schools and communities. Fourth, we will build the evidence base and best practices for trees and nature-based solutions in community schoolyards, and **evaluate and disseminate** program outcomes.

Through our technical assistance and capacity building program, we will support grantees to equitably prioritize and plan forests in schoolyards as interventions for community health and wellness. If needed, priority schools in disadvantaged census tracts will be identified through GIS analysis and school community engagement to best deliver benefits to communities with the greatest need. After site selection, community partners will undergo an extensive community engagement process, and schoolyards will be conceptually designed by the school community as living community schoolyards, complete with robust nature-based solutions.

Forest plantings and nature-based solutions will be implemented on-site for the benefit of the school community. We will support sub-grantees in developing local capacity to steward schoolyard forests. Through workshops, curriculum integration and teacher training, schools will become pedagogical community centers for healthy arboriculture. We will support the Tier I and Tier II sub-grantees who have identified stewardship activities led by schools and their partners with the goal of increasing public awareness through environmental education, workforce development opportunities, and promoting stewardship of trees and urban forests. These projects will support biodiversity, strengthen ecological services, and restore native habitat. They will increase tree equity and support diverse communities in having positive interactions with nature every day in a safe setting at school.

Proposed Approach and Timeline

1. ADMINISTER Tier I Pass-Through Sub-Grants, Years 1-5

Task 1a. Overall program management. Develop program plans, timelines, and schedules; establish processes for federal legal compliance and procurement review processes, financial accounting and oversight of sub-awards, financial and programmatic reporting processes, and dissemination of funding to sub-awardees, maintain program documentation; track program expenses and budget.

- Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.

Task 1b. Negotiate and execute subgrant agreements with the five Tier I Communities that have been matched to TPL by the USFS (as outlined in Task 1d) Sub-grant negotiation will include grantee scope adjustments for the two communities that submitted a proposal greater than the awarded grant amount: Salem, OR and Concord, CA. Scope may also be adjusted based on TPL's concerns related to feasibility, proposal completeness or regulatory compliance. Prior to execution, TPL will complete an organizational risk assessment. Signed agreements will detail tasks, responsibilities, and methods for reporting spending, progress, and evaluation to TPL and USFS.

Task 1c. Administer the award for the Tier 1 Communities by implementing federal legal compliance and procurement review, financial accounting, providing oversight of work, reporting to USFS and tracking the grant deliverables, budget and expenses.

Task 1d. Monitor the scope of work, deliverables and budget for the Tier I Communities:

- **Auburn, NY program budget of $945,000** – Scope includes planting trees over 5 years to address the City's hot spots and increase tree canopy through partnerships with the City's West End neighborhoods and City School District. The program will follow the goals of the proposal submitted to the USFS on June 1, 2023 as Auburn Urban Forestry Disadvantaged Communities Initiative
- **Chandler, AZ program budget of $767,000** – Scope includes planting of trees that will address the challenge of extreme heat and the human health issues associated with a lack of tree canopy in a desert environment. The City of Chandler will target disadvantaged communities that lack equitable access to trees identified in the Climate and Economic Justice Screening Tool. A key partner includes the Chandler Unified School District (CUSD) to educate students on urban forestry with planting at public parks and properties. The

project goals are to increase tree canopy to maximize the benefits trees offer while providing education to students and the community. The program will follow the goals of the proposal submitted to the USFS on June 1, 2023, as Planting for Livability in the Desert Environment: Growing the Urban Forest in Chandler, Arizona

- **Concord, CA program budget of $1,000,000** – Scope is subject to negotiation because the City's submitted proposal reflects a budget of $6,521,648. The scope of work will be reduced by a percentage equal to the reduction in funding (15.3%). In addition, the remaining scope will prioritize work that has the biggest potential to increase the urban tree canopy in disadvantaged communities. Finalized scope to be included as an addendum to this proposal.
- **Mesa, AZ program budget of $824,900** – Program scope is a tree planting and education project for students in disadvantaged neighborhoods with little to no nature and urban forest experience. The project includes classroom and hands on urban forestry planting activities to expand students' awareness of the community benefits that urban forests provide and show them how to become community urban forest advocates and stewards. Through interactive projects, City of Mesaand Mesa Public Schools will collaborate with local non-profits, as well as water conservation and urban forestry professionals, to show students how to grow healthy, sustainable urban forests on their school campuses for future generations. The program will follow the goals of the proposal submitted to the USFS on June 1, 2023, as Trees are Cool.
- **Salem, OR program budget of $1,000,000** – Scope is subject to negotiation because the submitted proposal reflects a budget of $8,826,400. The scope of work will be reduced by a percentage equal to the reduction in funding (11.3%). In addition, the remaining scope will prioritize work that has the biggest potential to increase the urban tree canopy in disadvantaged communities. Finalized scope to be included as an addendum to this proposal.

2. ADMINISTER Tier 2 Pass-Through Grants, Years 1-5

Task 2a. Work with USFS on an agreed upon approach to identify disadvantaged communities that prioritize tree planting, tree care and maintenance in schools. Implement identification process to select communities to receive Tier 2 sub-awards.

Task 2b. Negotiate and execute subgrant agreements with the selected Tier 2 Communities. Work with Tier 2 Communities to develop project scope and budget to maximize tree canopy impact to disadvantaged communities. Prior to execution, TPL will complete an organizational risk assessment. Signed agreements will detail tasks, responsibilities, and methods for reporting spending, progress, and evaluation to TPL and USFS.

Task 2c. Administer the award for the Tier 2 Communities by implementing federal legal compliance and procurement review, financial accounting, providing oversight of work, reporting to USFS and tracking the grant deliverables, budget and expenses.

3. TECHNICAL ASSISTANCE AND CAPACITY BUILDING, Years 1-5

Task 3a. Establish an Advisory Committee and facilitate regular meetings among team members. Advisory Committee to be comprised of program partners and, as appropriate, US Forest Service staff.

Task 3b. Work with Advisory Committee to establish Schoolyard Forestry Peer-Learning Cohort(s) to include both Tier I and Tier II sub-grant recipients. The Cohort to be modeled after TPL's Green Schoolyards National Peer Learning Network (GSNPLL) and 10-Minute Walk® Community of Practice (COP) for sub-awardee training, technical assistance, and sharing best practices and challenges.
Task 3c. Provide technical assistance and resources to sub-grantees to deploy best practices in school and community engagement, schoolyard planning and design, tree and green space planting, installation of outdoor learning areas and nature based play, tree care, landscape maintenance planning, and stewardship.
Task 3d. Provide technical assistance and assess policies at local, regional, and state level to identify opportunities to codify the schoolyard forestry vision into local and regional plans (i.e. Comprehensive and Master Plans). Support the development of school board policies to scale impact (i.e. joint use agreements for public access to schoolyards outside of school hours).

4. EVALUATE AND DISSEMINATE, Years 1-5
Task 4a. Develop communications plan (described in detail below).
Task 4b. As part of the communications plan, assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
Task 4c. Develop evaluation plan and program. Work with Advisory Committee to create and distribute summative report.
Task 4d. Amplify evidence-based research and best practice case studies for forested community schoolyards through professional and educational networks, peer-reviewed journals, etc.

Expected Accomplishments

- At least 10 cities and/or school districts engaged
- Improvements to forested cover planned for at least 20 schoolyards
- At least 20 disadvantaged schools and community groups engaged in tree planning and planting.
- At least 20 city and school district administrators engaged (i.e. sustainability directors, facility managers, capital program planners, curriculum planners, school board members)
- At least 100 teachers/ staff from disadvantaged schools trained in schoolyard forestry
- An estimated 1,000 students will learn about the resilience and health benefits of forests
- At least 20 middle or high school students will be exposed to workforce development opportunities (i.e. forest management, agriculture, horticulture, arboriculture, landscape maintenance & design)
- A cohort of community members are engaged in design and stewardship in each city
- Evidence linking schoolyard forests with improvements in mental health, physical health, climate resilience, urban heat island mitigation, and learning will be disseminated

- The schoolyard movement will be strengthened, engaged, and empowered to position schoolyard forests as the standard practice
- Summative report detailing program findings, best practices and challenges will be created

Evaluation Methods and Outcomes

TPL will track all deliverables through sub-award reporting. TPL holds community at the center of all our work, and as such we enter the evaluation process by discussing and defining outcome priorities with each stakeholder group involved in a schoolyard transformation. TPL's Director of Evaluation and Learning will lead the development of an evidence base to drive policy and practice on climate, education, and health. We will apply our Community Schoolyard® Evaluation Toolkit to capture outcomes associated with sub-grantees that are working in schools. This may include the following qualitative measures:

- Top priorities of school staff (e.g. enhance the learning environment, ability to teach about trees and forests outside, increase local student attendance at the school)
- Top priorities of students (e.g. more time outside during school, shaded places to play)
- Top priorities of the community (e.g. create better connections between the school and community; have a close-to-home place to play; ability to use schoolyard on weekends)

In addition, we may include quantitative measures related to improved climate resilience such as stormwater management, extreme heat abatement, change in tree canopy cover over time, and academic performance compared to tree canopy cover density & outside temperature.

3. Capability and Capacity:

Trust for Public Land (TPL) is a national nonprofit that works to connect everyone to the benefits and joys of the outdoors. For more than 50 years, communities have entrusted us to help create parks and protect land where they are needed most. TPL has protected more than 3 million acres of public land, created more than 5,000 iconic outdoor places, and connected more than 9 million people to the outdoors. With partners and supporters, we have created nearly 300 Community Schoolyards® projects and are working with over 50 school districts in 21 states and 9 Tribal Nations to integrate green space into school facilities plans in disadvantaged communities. Our partnership with the Department of the Interior's Bureau of Indian Education is an example of our commitment to equity and cultural vitality. We continue to lead the movement to transform our nation's asphalt schoolyards into vibrant green spaces that are improving student education outcomes, community health, and climate resiliency.

Given our systems-change approach, we are partnering with national nonprofits who influence sustainable education policy and operations. The below organizations will make up the Advisory Committee that will inform the application process, scoring criteria, and award selection. They will support technical assistance and efforts to disseminate the sub-award opportunities through their respective networks and help amplify best practices towards systems change.

The National Education Association (NEA) is the largest union of educators, representing more than three million educators. Their partnership and role on the Advisory Committee will ensure we reach teachers, principals, custodians, facilities planners and superintendents with the opportunities and procedures that will drive long-term change.

The Green Schools National Network (GSNN) has a long, successful history of coaching school districts to implement sustainable building and grounds. They will serve on the Advisory Committee. They have experience running a tree planting re-grant program for school districts and are eager to "dig" back in.

The U.S. Green Building Council's Center for Green Schools (USGBC) has a long history of convening school districts to implement climate-smart school buildings and grounds. They are a recognized convener and disseminator of best practices for sustainable operations through their cohort of school district sustainability directors, and will serve on the Advisory Committee.

Aspen Institute's This is Planet Ed (AI) is at the forefront of shifting educational pedagogy towards climate action, and in 2021 they released the groundbreaking K12 Climate Action Report, outlining the tremendous opportunity the education sector provides for climate resilience. They will serve on the Advisory Committee.

Key Personnel

Danielle Denk is TPL's Community Schoolyards ® Initiative Director. With 25 years of experience in public space design and community organizing, she will oversee all program development and management. She has a professional degree in architecture and urban design from Kent State University and a M.L.A. from The University of Pennsylvania.

Community Forest Schoolyard Program Manager will direct TPL's Forested Community Schoolyards Re-granting initiative. They will lead communications and evaluation, the re-grant program, Advisory Committee, COP and technical assistance, and finance, legal, and reporting.

Stephanie Flynn is TPL's Sr. Manager of Federal Grants. With 7+ years of experience in nonprofit management, re-grant programs, and federal grant management, she will work with Finance, Legal, Grants, and Program staff to oversee the federal award and re-grant program.

Brendan Shane is TPL's Climate Director. He leads efforts to leverage the power of parks, schoolyards, trails and land protection to build more climate-resilient communities.

Dara Murray is TPL's Director of Learning and Evaluation. With 10 years of experience working with nonprofits to examine and incorporate findings as part of long-term and iterative program planning, she will oversee the project evaluation plan. Dara has a B.S. in behavioral science from Drew University and a M.A. in public policy from Johns Hopkins University.

Field Project Managers and/or CORE Fellows (3) have expertise in community engagement, participatory design, urban forestry, environmental education and art, and public and private funding. They will support technical assistance to sub-awardees.

Keith Maley is TPL's Associate Vice President, Communications, where he directs organizational communication goals and strategies. He will oversee the communications plan.

Jennifer Seydel is GSNN's Executive Director, with 40 years of experience as a teacher, curriculum author, school designer, and nonprofit leader. She is on the Advisory Committee.

Anisa Heming is USGBC's Director, Center for Green Schools with 15 years of experience in policy, school district operations, and disaster resilience. She is on the Advisory Committee.

Laura Schifter, Ed.D. is AI's Senior Fellow. She leads the K-12 Climate Action Initiative and is a lecturer at Harvard's Graduate School of Education. She is on the Advisory Committee.

Joel Solomon is NEA's Sr. Program Manager, Health and Safety. He develops training programs, policy, and partnerships for equitable learning. He is on the Advisory Committee.

4. **Communications Plan:**

The communications plan will focus on the primary audiences for this project, which may include students, parents, educators, school district administrators, residents, local businesses, elected officials, community-based organizations, and private funders. We will develop concise and compelling messages highlighting the Urban and Community Forestry program objectives, benefits of urban forests on the community and environment, and an invitation to participate. Additionally, all community schoolyards will have signage acknowledging the source of funding.

TPL has an extensive list of effective communication channels to reach the identified primary audiences, including a combination of traditional media (press releases, news articles, radio and television) and digital media (our owned websites, social media platforms, and newsletters), peer-reviewed journals, conference events, schoolyard peer learning networks, community events, signage and direct outreach. Our partners on the Advisory Committee provide extensive networks within education and will provide significant leverage to our capacity to get the word out. The key messages and channels will be tailored for the preferences of our key audience(s).

TPL will also assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

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

Eligibility criteria for sub-awards will include the CEJST to ensure all work through this project will be performed in disadvantaged communities. If approved, the cost-share match waiver for this project will be passed-through to sub-awardees. Project partners will create eligibility and scoring criteria that ensures trees and nature-based solutions are invested in schoolyards in disadvantaged communities with the highest need, and will allocate portions of funding for rural, urban, and tribal schoolyards, respectively, to ensure equitable investment across geographies and populations. Sub-awardees will also use TPL's public, freely available GIS-based National Community Schoolyards Prioritization Tool to prioritize equitable investment in schoolyards. This tool includes demographic, socioeconomic, environmental and environmental justice datasets from EJScreen and PLACES, education statistics from the National Center for Education Statistics, park priority areas from TPL's ParkServe database, and non-redundant data from the CEJST, EnviroAtlas, and federally-designated Opportunity Zones.

6. **Reporting**

- Interim progress reports (both written and financial SF-425) for periods ending June 30 and December 31 will be submitted no later than July 31 and January 31, respectively.
- Final financial and written progress reports will be submitted no later than 120 days after completion of the award or grant period end date. The final written progress

report will address all planned activities and describe quantitative and qualitative accomplishments throughout the entire grant period.

- Additionally, quantitative and qualitative project accomplishments (metrics and activities) will be reported for periods ending June 30 and December 31 to a public-facing Impact Reporting platform. Impact reporting includes content such as census tracts, stories, videos, photographs, and testimonials.
    - TPL will create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.

Project Title: Growing Resilience Through Forested Community Schoolyards Re-granting

Project Applicant: The Trust for Public Land

Budget Summary

Cost Category	Total Budget
Personnel	$913,545
Fringe Benefits	$438,502
Travel	$40,000
Supplies	$10,000
Contractual	$105,000
Other (sub-grants)	$8,000,000
Total Direct Charges	**$9,507,047**
Indirect Charges	**$492,953**
Total	**$10,000,000**

Budget Narrative

PERSONNEL:

Funding in the amount of $913,545 in salaries, not including fringe benefits, is required for the 5-year period of this project. This includes 4% annual salary increases per year.

- **Program Management and Implementation**
  - New Hire, Community Forest Schoolyard Program Manager
    Total Budget $516,970 @ 75% FTE in Year 1; 100% FTE in Years 2-5
  - Community Schoolyards Initiative Director
    Total Budget $35,230 @ 5% FTE Years 1-5
- **Grant Administration and Coordination**
  - Senior Federal Grants Manager
    Total Budget $44,450 @ average 8% FTE per year for Years 1-5
  - Grants Administrator/Coordinator
    Total Budget $10,990 @ 5% FTE for Years 3-5
  - Finance Director
    Total Budget $52,950 @ average 7% FTE per year for Years 1-5
  - Legal Counsel
    Total Budget $52,040 @ average 5% FTE per year for Years 1-5
- **Technical Assistance, Evaluation, and Dissemination**
  - Community Schoolyards Stewardship
    Total Budget $15,210 @ 5% FTE in Years 3-5
  - Content Experts – Climate Director; 10 Minute-Walk Program
    Total Budget $48,105 @ 10% FTE in Year 1; 5% FTE in Years 2-5
  - Director of Learning and Evaluation
    Total Budget $24,310 @ 5% FTE in Years 2-5
  - Field Program Managers (4)
    Total Budget $113,290 @ 14% combined FTE in Year 1; 24% FTE in Years 2-5

FRINGE BENEFITS: Fringe benefits for the salaries of staff working directly on the project over the 5-year performance period are requested at $438,502, calculated at a rate of 48% on all personnel ($913,545 @ 48% = $438,502). Fringe benefits including Medical Insurance, 403(b) Retirement match, Worker's Compensation, Disability & Life Insurance, F.I.C.A. & Medicare, State Unemployment, etc. are calculated at 33%. Paid Time Off, including sick time, holiday time, vacation time, etc. is calculated at 15%.

TRAVEL: Travel for TPL employees over the 5-year period is requested at $40,000. This includes approximately 10 domestic trips for 2 people at $1,500 each trip and 20 local travel at $500 each trip.

EQUIPMENT: None requested.

SUPPLIES: $10,000 is requested over the 5-year period. $5,000 in supplies is budgeted for the (5) Tier I grantees and $5,000 in supplies is for the Tier II grantees. Supplies include printing and shipping of technical assistance materials, such as engagement flyers, toolkits, and other printed material to support grantees.

CONTRACTUAL: $105,000 is requested in total for contractual services over 5 years. This includes $25,000 for Workforce Consultant and $80,000 for various partners in an advisory role.

Anticipated Advisory Committee Partners:

- The Green Schools National Network (GSNN)
- U.S. Green Building Council's Center for Green Schools (USGBC)
- National Education Association (NEA)
- Aspen Institute

OTHER (sub-grants): Other expenses consists of competitive sub-grants and is requested at a total of $8,000,000 over the 5-year grant period of performance:

- Tier I Communities:
    - $767,000 sub-grant to City of Chandler, AZ
    - $824,900 sub-grant to City of Mesa, AZ
    - $1,000,000 sub-grant to City of Concord, CA
    - $1,000,000 sub-grant to City of Salem, OR
    - $945,000 sub-grant to City of Auburn, NY
- Tier II Communities (TBD)
    - $3,463,100 sub-grants awarded through USFS-approved selection process

INDIRECT COSTS: On November 28, 2023 The Trust for Public Land submitted an indirect cost rate (ICR) proposal to the US Forest Service Resource Audit Branch, with a proposed rate of 32.79%. Utilizing a reduced rate of 32.71%, the total amount of estimated indirect costs is $492,953 computed against Modified Total Direct Costs of $1,507,047.

TPL Forested Community Schoolyards - REVISED DRAFT

BUDGET TABLE

11/14/2023

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Federal Funds (requested)	Non-Federal Match Cash	In-Kind	Total	Source of Matching Funds
Personnel											
New-Schoolyards Forest / PAGR Manager	$75,000	$104,000	$108,160	$112,490	$117,320	$516,970	$516,970			$516,970	
Senior Federal Grants Manager	$10,300	$10,710	$5,570	$5,790	$12,080	$44,450	$44,450			$44,450	
Grants Admin/Coordinator	$0	$0	$3,520	$3,660	$3,810	$10,990	$10,990			$10,990	
Community Schoolyards Initiative Director	$6,500	$6,760	$7,030	$7,310	$7,630	$35,230	$35,230			$35,230	
Schoolyards Stewardship	$0	$0	$4,870	$5,060	$5,280	$15,210	$15,210			$15,210	
Content Experts - Climate and 10MW	$14,955	$7,800	$8,110	$8,440	$8,800	$48,105	$48,105			$48,105	
Geospatial	$0	$0	$0	$0	$0	$0	$0			$0	
Director Of Learning And Evaluation	$0	$5,720	$5,950	$6,190	$6,450	$24,310	$24,310			$24,310	
Finance	$24,300	$8,420	$5,260	$5,470	$9,500	$52,950	$52,950			$52,950	
Legal	$27,750	$9,620	$4,000	$4,160	$6,510	$52,040	$52,040			$52,040	
Field Project Managers (4)	$12,750	$23,660	$24,600	$25,590	$26,690	$113,290	$113,290			$113,290	
Fringe Benefits	$82,346	$84,811	$84,994	$88,397	$97,954	$438,502	$438,502	$0	$0	$438,502	
Travel	$8,000	$8,000	$8,000	$8,000	$8,000	$40,000	$40,000			$40,000	
										$0	
Equipment										$0	
										$0	
Supplies	$2,000	$2,000	$2,000	$2,000	$2,000	$10,000	$10,000			$10,000	
										$0	
										$0	
										$0	
Contractual										$0	
Workforce Consultant or Partner	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000	$25,000			$25,000	
Advisory Partners	$16,000	$16,000	$16,000	$16,000	$16,000	$80,000	$80,000			$80,000	
										$0	
Other (sub-grants only)										$0	
Sub-grants	$907,380	$1,773,155	$1,773,155	$1,773,155	$1,773,155	$8,000,000	$8,000,000			$8,000,000	
										$0	
										$0	
										$0	
										$0	
										$0	
										$0	
										$0	
										$0	
										$0	
										$0	
Total Direct Costs:						$9,507,047	$9,507,047	$0		$9,507,047	
Indirect Cost:						$492,953	$492,953			$492,953	
Total Project Cost:						**$10,000,000**	**$10,000,000**	**$0**		**$10,000,000**	

SAM.GOV

THE TRUST FOR PUBLIC LAND

Unique Entity ID **HN7CS4YNMBC4**	CAGE / NCAGE **3B0F8**	Purpose of Registration **All Awards**
Registration Status **Active Registration**	Expiration Date **Oct 24, 2024**	
Physical Address **23 Geary ST Unit 1000** **San Francisco, California 94108-5750** **United States**	Mailing Address **PO Box 889336** **Los Angeles, California 90088-9336** **United States**	

Business Information

Doing Business as **TRUST FOR PUBLIC LAND**	Division Name **(blank)**	Division Number **(blank)**
Congressional District **California 11**	State / Country of Incorporation **California / United States**	URL **http://www.tpl.org**

Registration Dates

Activation Date **Oct 27, 2023**	Submission Date **Oct 25, 2023**	Initial Registration Date **Oct 9, 2002**

Entity Dates

Entity Start Date **May 5, 1972**	Fiscal Year End Close Date **Jun 30**

Immediate Owner

CAGE **(blank)**	Legal Business Name **(blank)**

Highest Level Owner

CAGE **(blank)**	Legal Business Name **(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure **Corporate Entity (Tax Exempt)**	Entity Type **Business or Organization**	Organization Factors **(blank)**
Profit Structure **Non-Profit Organization**		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3B0F8

Taxpayer Information

EIN
237222333

Type of Tax
Applicable Federal Tax

Taxpayer Name
TRUST FOR PUBLIC LAND THE

Tax Year (Most Recent Tax Year)
2022

Name/Title of Individual Executing Consent
Controller

TIN Consent Date
Oct 25, 2023

Address
101 Montgomery ST STE 900
San Francisco, California 94104

Points of Contact

Accounts Receivable POC

Lisa Rossman, Senior Finance Director
lisa.rossman@tpl.org
4158005235

Electronic Business

Lisa Rossman, Senior Finance Director
lisa.rossman@tpl.org
4158005235

P.O. Box 889336
Los Angeles, California 90088
United States

Michelle Pandori, VP
michelle.pandori@tpl.org
4154954014

P.O. Box 889336
Los Angeles, California 90088
United States

Government Business

Lisa Rossman, Senior Finance Director
lisa.rossman@tpl.org
4158005235

P.O. Box 889336
Los Angeles, California 90088
United States

Michelle Pandori, VP
michelle.pandori@tpl.org
4154954014

P.O. Box 889336
Los Angeles, California 90088
United States

Past Performance

Michelle Pandori, VP
michelle.pandori@tpl.org
4154954014

P.O. Box 889336
Los Angeles, California 90088
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**813312**	**Environment, Conservation And Wildlife Organizations**

541370	**Surveying And Mapping (Except Geophysical) Services**

Product and Service Codes

PSC	PSC Name
E1PC	**Purchase Of Unimproved Real Property (Land)**
Z2PC	**Repair Or Alteration Of Unimproved Real Property (Land)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$175,527,000.00	**320**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Grants Certifications Report

THE TRUST FOR PUBLIC LAND

Unique Entity ID	Certification Validity From:	Purpose of Registration
HN7CS4YNMBC4	**Wed Oct 25 19:03:52 EDT 2023**	**All Awards**
CAGE/NCAGE	Certification Validity To:	
3B0F8	**Thu Oct 24 19:03:52 EDT 2024**	

Financial Assistance General Certifications and Representations

As the duly authorized representative of the THE TRUST FOR PUBLIC LAND, I certify that THE TRUST FOR PUBLIC LAND:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of any financial assistance project covered by this Certifications and Representations document (See 2 C.F.R. § 200.113 Mandatory disclosures, 2 C.F.R. § 200.214 Suspension and debarment, OMB Guidance A- 129, "Policies for Federal Credit Programs and Non-Tax Receivables");

(2) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives (See 2 C.F.R. § 200.302 Financial Management and 2 C.F.R. § 200.303 Internal controls);

(3) Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy (See 2 C.F.R. § 200.112 Conflict of interest);

(4) Will comply with all limitations imposed by annual appropriations acts;

(5) Will comply with the U.S. Constitution, all Federal laws, and relevant Executive guidance in promoting the freedom of speech and religious liberty in the administration of federally-funded programs (See 2 C.F.R. § 200.300 Statutory and national policy requirements and 2 C.F.R. § 200.303 Internal controls);

(6) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and public policies governing financial assistance awards and any Federal financial assistance project covered by this certification document, including but not limited to:

- (a) Trafficking Victims Protection Act (TVPA) of 2000, as amended, 22 U.S.C. § 7104(g);
- (b) Drug Free Workplace, 41 U.S.C. § 8103;
- (c) Protection from Reprisal of Disclosure of Certain Information, 41 U.S.C. § 4712;
- (d) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
- (e) Universal Identifier and System for Award Management, 2 C.F.R part 25;
- (f) Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170;
- (g) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. part 180;
- (h) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
- (i) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
- (j) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
- (k) Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.;
- (l) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
- (m) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
- (n) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;
- (o) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
- (p) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

I have read each of the certifications and representations presented on this page. By submitting this certification, I, Stephanie Mitchell, am attesting to the accuracy of the certifications and representations contained herein. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent THE TRUST FOR PUBLIC LAND by providing false, fictitious, or fraudulent information to the U.S. Government.

(End of Provision)

SAM.GOV®

THE TRUST FOR PUBLIC LAND • Active Registration

Unique Entity ID	CAGE/NCAGE	Purpose of Registration
HN7CS4YNMBC4	3B0F8	All Awards
Physical Address	**Mailing Address**	
23 Geary ST Unit 1000	PO Box 889336	
San Francisco, California 94108-5750	Los Angeles, California 90088-9336	
United States	United States	

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

Inactive Exclusions

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

PROCEEDINGS

There are no proceedings associated to this entity by its Unique Entity ID.

OTHER RESPONSIBILITY & INTEGRITY INFORMATION

There are no other responsibility information records associated to this entity by its unique entity ID.

CORPORATE RELATIONSHIPS

Legal Business Name	CAGE	Responsibility & Integrity Record
Highest Owner		
(none)	(none)	N/A
Immediate Owner		
(none)	(none)	N/A
Predecessors		
(none)	(none)	N/A

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 , 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 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 .

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 assitance.

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

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

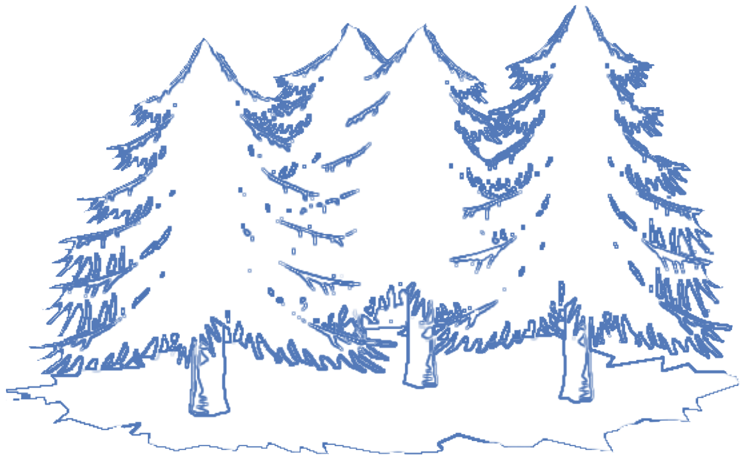
The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA United States Department of Agriculture

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service



"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

Forest Service FS-850 October 2016

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.

USDA United States Department of Agriculture

AND JUSTICE FOR ALL

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

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

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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.

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, edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles (no todos los principios de prohibición aplican a todos los programas).

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al **(202) 720-2600** (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al **(800) 877-8339**.

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 https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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.

Esta institución ofrece igualdad de oportunidades.

AD-1048

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

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

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.

FINANCIAL CAPABILITY QUESTIONNAIRE

FEDERAL FISCAL YEAR:

This questionnaire is designed to help the Forest Service and the applicant evaluate the applicant's financial management system, internal controls, and processes for managing Federal grant funds.

Adequate accounting systems should meet the following criteria as outlined in the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200. These regulations can be found at ecfr.gov.

(1) Accounting systems should be equipped to account for the receipt and expenditure of funds under each federal award.
(2) Entries in accounting records should be backed up by records and/or documentation (receipts, timecards, etc.) which support the expense and can be readily located.
(3) The accounting system should provide accurate and current financial reporting information.
(4) The accounting system should be complemented by internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

2. Authorized Representative's Name and Title:

3. Phone: ext. | 4. Email:

5. Year Established: | 6. Employer Identification Number (EIN): | 7. UEI Number (assigned from sam.gov):

8. Type of Organization: State & Local Gov ☐ Tribal ☐ Non-Profit ☐ For-Profit ☐ Other ☐

9. Number of Employees:
Full Time (Paid): | Part Time (Paid):
Full Time (Volunteer): | Part Time (Volunteer):

FEDERAL AUDIT DATA

10. Have you been audited by a Federal Agency: Yes ☐ No ☐

Date of Last Federal Audit/Review *(MM/DD/YYYY)*:

Audit Agency Name:

11. Have you filed under Single Audit *(required of institutions that expend $750,000 or more in federal awards during its fiscal year)*? Yes ☐ No ☐

If yes, date:

Using a separate attachment, please provide information that lists each award by assistance listing, federal awarding agency, amount, and date for awards received during your current fiscal year.

If you answered "yes" to either Box 10 or 11 and findings were reported, explain. If more space is needed, include attachment.

FINANCIAL STATEMENT AUDIT DATA	
12. Date of Last Financial Statement Audit:	Fiscal Period Audited:
Audit Firm:	
Auditor's Opinion on Financial Statement: (select one)	Unqualified Opinion ☐ Qualified ☐ Disclaimer or Adverse Opinion ☐
If other than unqualified, state reason:	

ACCOUNTING SYSTEM	
13. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes ☐ No ☐	
If yes, provide name of the Agency performing review:	**Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.**
14. Which of the following best describes your accounting system: Manual ☐ Automated ☐ Combination ☐	
15. Does the accounting system identify the receipt and expenditure of funds separately for each grant?	Yes ☐ No ☐
16. Does the accounting system provide for the recording of expenditures for each grant by budget cost categories shown in the approved budget? i.e. Supplies, Travel, Personnel, etc.	Yes ☐ No ☐
17. Does the accounting system provide for the recording of cost sharing or match for each grant?	Yes ☐ No ☐
18. Are records (i.e. time cards) maintained for each employee that specifically identify time charged to a particular grant as well as non-grant funded activities?	Yes ☐ No ☐
19. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?	Yes ☐ No ☐
20. Is your organization familiar with the regulations and guidelines in 2 CFR 200 for determining allowance of costs in connection with Federal grants?	Yes ☐ No ☐

FUNDS MANAGEMENT	
21. Is a separate bank account maintained for Federal grant funds?	Yes ☐ No ☐
22. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?	Yes ☐ No ☐
23. Are duties and responsibilities segregated in your organization (to the extent practicable) so that no one individual has complete authority over a financial transaction?	Yes ☐ No ☐

PROCUREMENT STANDARDS, PROPERTY STANDARDS, TRAVEL POLICIES, AND SUBRECIPIENT MANAGEMENT	
PROCUREMENT STANDARDS	
24. Does your organization maintain written procurement procedures which **(1)** avoid unnecessary purchases; **(2)** provide an analysis of lease and purchase alternatives; and **(3)** provide a process for soliciting goods and services for both informal and formal procurement methods?	Yes ☐ No ☐ N/A ☐
25. Does your procurement system ensure selections are made on a competitive basis, that includes documented cost analysis where applicable?	Yes ☐ No ☐ N/A ☐
26. Does your organization check the "Excluded Parties List" for suspended or debarred sub-grantees and contractors, prior to award? This check is made through www.sam.gov	Yes ☐ No ☐ N/A ☐
PROPERTY STANDARDS (includes Equipment)	
27. Do you have a property management system that maintains the necessary information regarding any equipment purchased with federal funding as required in the Equipment section of Subpart C of 2 CFR 200?	Yes ☐ No ☐ N/A ☐
28. Does your organization perform a physical inventory and reconciliation of property at least every two years? Or can you perform this function as required by regulation?	Yes ☐ No ☐ N/A ☐
29. Does your organization provide controls to insure safeguards against loss, damage or theft of any equipment and supplies?	Yes ☐ No ☐ N/A ☐
TRAVEL POLICY	
30. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to Federal Government Travel rates and amounts? *5 U.S.C. 5701–11, "Travel and Subsistence Expenses; Mileage Allowances" or GSA Travel Regulations*	Yes ☐ No ☐ N/A ☐
SUBRECIPIENT MANAGEMENT	
31. (For Pass-through entities only). Does your organization follow the subrecipient monitoring and management requirements in 2 CFR 200 Subpart D. i.e. *Controls to monitor activities of subrecipients to ensure that Federal awards are used for authorized purposes*	Yes ☐ No ☐ N/A ☐
INDIRECT COSTS	
32. My organization has an established indirect cost rate	Yes ☐ No ☐

Note: If your organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, <u>you must submit</u> a copy of your most recent approved Negotiated Indirect Cost Rate Agreement (NICRA) issued by your cognizant Federal agency.

Alternatively, you may use a De Minimis rate of 10% of modified total direct costs (MTDC).

APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	Date:
Title:	

Additional Information

1. **Question 21:** Budgetary Controls include internal policies, procedures, and systems used to mitigate elements of financial risk for managing federal funding. *EX. Rule of Two Signature Requirements.*

2. **Question 24:** Informal Procurement Method(s): Includes micro-procurements of $10,000 or less and Small Procurements that exceed $10,000 but do not exceed $250,000.

3. **Question 24:** Formal Procurement Methods: Procurements that exceed $250,000 or a lower threshold formally established by the recipient.

4. **Question 28:** Controls are defined as those procedures & systems used to administer oversight over specific asset classes purchased with award funds. Ex. Validated Inventories, Checklists, Property Databases.

5. **Question 29:** Equipment: Tangible personal property (Including Information Technology Systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds $5,000.

6. **Question 29:** Supplies: All tangible personal property other than equipment with a per-unit cost of less than $5,000.

Appendix B
Subrecipient Information, 2 CFR 200.332(a)(1)

In addition to the information that must be inserted below, the Subrecipient must complete and submit to TPL the AD-1048, Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (available at https://www.usda.gov/sites/default/files/documents/ad-1048.pdf) and FS-1500-22, Financial Capability Questionnaire (https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3834433.docx) forms to TPL.

Subrecipient Federal Award Identification. (Insert information below)

(i) Subrecipient name (name associated with its unique entity identifier):

(ii) Subrecipient's unique entity identifier:

(iii) Federal Award Identification Number (FAIN): 24-CA-11132544-011

(iv) Federal Award Date: February 5, 2024

(v) Subaward Period of Performance Start and End Date: Effective Date of Subrecipient Agreement to June 30, 2028

(vi) Subaward Budget Period Start and End Date: Effective Date of Subrecipient Agreement to June 30, 2028

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding

official of the Pass-through entity:

(xiii) Identification of whether the award is R&D: NO

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2CFR 200.414: