



**SUBAWARD AGREEMENT  
BETWEEN  
Hispanic Access Foundation  
AND  
City of Hollywood, Florida**

This Subaward Agreement (the "Agreement" or "Subaward") is entered into July 1, 2024 ("Effective Date"), by and between the Hispanic Access Foundation ("HISPANIC ACCESS"), a District of Columbia nonprofit corporation that is described in Section 501(c)(3) of the Internal Revenue Code (the "Code"), and the City of Hollywood, Florida (the "Subgrantee"). This is subaward agreement number **FR-00114\_HollywoodFL** under a Federal cooperative agreement with the USDA, Forest Service (the "Forest Service") dated December 13, 2023 (the "Cooperative Agreement").

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

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

NOW THEREFORE, the parties agree as follows:

**A. PURPOSE OF THE SUBAWARD**

A.1 The purpose, goals and objectives of the Project are to support the City of Hollywood Urban Forestry Resiliency (Subaward Project Title).

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

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

<b>Name:</b> ("Recipient" or " HISPANIC ACCESS")  <b>Type of entity:</b> A nonprofit corporation  <b>State of incorporation, partnership, or formation:</b> District of Columbia	<b>Name:</b> City of Hollywood ("Subgrantee")  <b>Type of entity</b> [e.g., corporation, LLC, sole proprietor]: A Local Government  <b>State of incorporation, partnership, or formation:</b> Florida
<b>Primary Point of Contact:</b> Glenda Gonzalez, Forestry Program Manager <b>Secondary Point of Contact:</b> Amaris Alanis Ribeiro, Director of Forestry & STEM	<b>Primary Point of Contact:</b> Tymira Mack, Grants Administrator
<b>Primary POC Email:</b> glenda@hispanicaccess.org <b>Secondary POC Email:</b> amaris@hispanicaccess.org	<b>Email:</b> tmack@hollywoodfl.org
<b>All Notices:</b> Hispanic Access Foundation Street: 1030 15 <sup>th</sup> St. NW, Suite B/1#150 City & State: Washington, D.C. Zip: 20005 Attn: Glenda Gonzalez	<b>All Notices:</b> City of Hollywood Street: 2600 Hollywood Boulevard City & State: Hollywood, FL Zip: 33020 Attn: Tymira Mack
<b>Subgrantee's Unique Entity Identifier:</b> No Subaward will be awarded to any entity that has not provided its Unique Entity Identifier in accordance with 2 CFR Part 25.	<b>Subgrantee Unique Entity Identifier:</b> KDM1AK6B6JM9
<b>Federal awarding agency:</b>	USDA, Forest Service
<b>Hispanic Access Foundation Project Title:</b>	Nuestros Bosques Our Forests Inflation Reduction Act Initiative
<b>Hispanic Access Foundation Federal Award Project Description:</b>	Increase equitable access to urban tree canopy while increasing community engagement and decision-making in local urban forestry and tree planting in disadvantaged communities.
<b>Hispanic Access Foundation Federal Award Identification Number (FAIN):</b>	24-CA-11132544-012
<b>Hispanic Access Foundation Federal Award date:</b>	December 13, 2023

<b>Subgrantee Project Title:</b>	City of Hollywood Urban Forestry Resiliency
<b>Subaward Period of Performance Start and End Date:</b>	July 1, 2024-December 31, 2026
<b>Subaward Budget Period Start and End Date:</b>	July 1, 2024-December 31, 2026
<b>Amount of Federal Funds obligated to the subgrantee:</b>	\$455,659.00
<b>Is this award for research and development?</b>	No

## **B. TERMS OF SUBAWARD**

B.1 This Subaward is in the amount of \$455,659.00 (the "Subgrant Amount").

B.2 The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Subgrantee that 100% of the work and funding will benefit disadvantaged communities. Subgrantees must clearly describe the scope of work to be performed in applicable disadvantaged communities and identify online vulnerability and environmental justice equity data tools referenced to support a disadvantaged community designation. White House Climate and Economic Justice Screening Tool ([CEJST](#)), EPA Environmental Justice and Screening Mapping Tool ([EJScreen](#)), EPA [EnviroAtlas Interactive Map](#), [Opportunity Zones](#). All work must be tracked at the level that designates disadvantaged communities.

B.3 This Agreement shall commence on the Effective Date and shall be effective through December 31, 2026 ("Expiration Date") or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the parties to be effective. The period of performance may be extended at no additional cost at HISPANIC ACCESS's discretion to permit completion of the work or as otherwise agreed by the parties.

B.4 All requirements of federal and state laws, regulations and procedures that apply to HISPANIC ACCESS with respect to this Subaward also apply to Subgrantee.

B.5 If the Agency determines and informs HISPANIC ACCESS in writing that Subgrantee has not achieved the purposes of the Subaward as described in Section A of this Agreement and has little likelihood of doing so, and that therefore HISPANIC ACCESS may be required to reimburse the Agency for all or a portion of the funds awarded under the Cooperative Agreement, HISPANIC ACCESS may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

## **C. ORIGINATING SOURCE OF FUNDING**

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

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

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

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

D.2 Payment will be made to Subgrantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of invoices in a format established by or pre-approved by HISPANIC ACCESS. Funds will be made available within 30 days of the approval of the invoices.

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

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

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

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

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

- Subgrantee may not exceed the total funded cost ceiling of **\$455,659.00** or future established yearly limitations.
- Subgrantee is only approved to submit reimbursement for line items identified in the approved project budget, such as salary, fringe benefits and indirect costs (per a NICRA, if any, or the 10% de minimis rate per 2 CFR 200.414).
- Any estimates in the Subaward budget or proposal such as an estimated monthly or yearly wage, and/or an estimated fringe rate, shall not be the basis of a monthly reimbursement. Reimbursements must be based on historical incurred expenditures.
- Per 2 CFR 200.332, HISPANIC ACCESS reserves the right to require the submission of documentation to support invoiced amounts based on the risk rating determined by HISPANIC ACCESS for purposes of this Subaward. The level of documentation will vary according to the associated risk rating.

- Unless there is prior approval, no monies will be provided on an advance basis.
- All payroll related as well as non-labor costs must be incurred first for a monthly period, and by invoice be reimbursed to the Subgrantee using a *Subgrantee Monthly Reimbursement Request Cover Sheet* form located in Appendix III.
- Support of all labor and/or fringe benefit, any other direct costs must be supported by receipts.
- Wages must be supported with completed time records and payroll registers for the period invoiced. Timesheets must reflect the total time charged during the pay period to include this Subaward and other activities. Timesheets must be signed by both the employee and supervisor. The recovery of labor cost is computed by dividing their annual salary by 2,080 hours. The resultant hourly rate is then multiplied by the number of hours worked on the Subaward for the month. For the first invoice, and every time the employee's annual wages change, Subgrantee shall submit a copy of their personnel notice that establishes their rate of pay.
- Fringe benefits such as employer share of payroll taxes should be supported from the payroll register. Other benefits such as health insurance (medical, dental, vision), disability, pension or other must be supported by specific documentation that documents their benefit. An alternative method is to provide a ratio (percentage) of total fringe benefits divided by total labor from the audited Statement of Functional Expenses or similar report for the most recent audited fiscal year.
- Once a year, Subgrantee shall provide documentation to reconcile payroll, payroll taxes and all fringe benefits as paid based on documents requested to confirm payment of expenses. Financial records, supporting documents, statistical records, and all documents pertinent to performance of this Agreement shall be retained as required in Appendix V.
- No pre-award costs are authorized, i.e. no expenditures will be reimbursed for costs incurred before the Effective Date. Unless and until the subaward is extended, only costs are authorized between July 1, 2024 through December 31, 2026 inclusive.
- Payment of invoices is contingent upon a determination by HISPANIC ACCESS that the amounts invoiced are allowable, allocable, and reasonable under applicable rules and regulations, including 2 CFR 200, Subpart E. Reimbursement of any expenditure is not a final HISPANIC ACCESS decision about the allowability of such cost and is not a waiver of any violation by Subgrantee of the terms of this Agreement. Subgrantee must promptly refund any excess payments received from HISPANIC ACCESS, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation, including but not limited to audits initiated by Subgrantee, HISPANIC ACCESS, or any governmental entity.
- The funds received by Subgrantee pursuant to this Agreement shall be used only for allowable expenditures to implement the Project or provide the services in conformance with the Budget and for no other purpose. If the Agency or HISPANIC ACCESS determines that any amount paid to Subgrantee was for an unallowable expenditure, Subgrantee is required to refund the monies for the identified expenditure.

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

## **E. SUBAWARD MODIFICATIONS**

The following modifications require written approval from HISPANIC ACCESS:

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

## **F. REPORTING**

### **Financial Reporting**

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

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

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

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

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

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

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

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

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

### **Performance Reporting**

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

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

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

F.7 Performance reports should include the following information:

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

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

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

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

## **G. AWARD CONDITIONS**

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

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

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

H.2 Monitoring will include an assessment of the performance of the Subgrantee against the goals and performance standards of the Federal cooperative agreement and as required herein as well as financial

and administrative compliance with the Uniform Guidance, 2 CFR 200. Substandard performance as determined by HISPANIC ACCESS will constitute non-compliance with this Agreement.

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

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

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

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

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

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

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

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

H.11 Based on the results from audits, onsite reviews or other written confirmations, HISPANIC ACCESS may consider enforcement actions against a noncompliant Subgrantee per 2 CFR 200.339. Without limitation

of any other remedies, HISPANIC ACCESS may require Subgrantee to refund any disallowed costs or expense per Article D above.

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

## **I. SUBAWARDS/SUBGRANTS**

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

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

## **J. REPRESENTATIONS AND WARRANTIES**

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

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

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

J.4 Subgrantee agrees to disclose in writing to HISPANIC ACCESS, in a timely manner: (1) any potential conflict of interest to the Agency or HISPANIC ACCESS in accordance with Agency's conflict of interest policy

per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Cooperative Agreement or this Agreement.

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

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

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

#### **Acknowledged and Accepted:**

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

By: \_\_\_\_\_  
George R. Keller, Jr. CPPT  
City Manager  
City of Hollywood, Florida

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

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

#### **Appendix**

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

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

**FY 23 US Dept. of Agriculture – Forest Service Urban and Community Forestry Program  
Inflation Reduction Act – Urban and Community Forestry Grant Award**

**City of Hollywood, Florida’s Revised Urban Forestry Project Grant Scope of Work  
June 2024**

The City of Hollywood, Florida, is a beachfront community located in southeastern Broward County, midway between Miami and Fort Lauderdale. We are home to more than 60 parks, five golf courses, seven miles of pristine beaches, and the one-of-a-kind Hollywood Beach Broadwalk. Even though our city is close to the urban metropolitan Miami area, Hollywood provides a hometown atmosphere with a world-class beach in the heart of South Florida.

Hollywood is committed to providing the highest quality of life for our residents and has made Environmental Sustainability a priority for the City. The City understands the economic, social, and environmental values that street trees provide the City. Our densely populated urban community has incorporated improving our urban forest into our capital improvement plan and provides an on-staff Urban Forestry Supervisor to manage both installation and maintenance projects. In 2023 the City completed Phase I of our City-wide Tree Inventory with funding through the Urban and Community Forestry Grant Program. The inventory provided information on all trees, including cataloging, GIS location, species, size (diameter and height), condition, and notes of importance such as utility lines or construction nearby. The expertise gained from that project has allowed the City to identify areas that need improvement of the tree canopy.

In 2020, Hollywood completed a City-wide Vulnerability Assessment and Adaptation Plan. This project included literature review, data collection, climatological impact analysis, and preliminary adaptation planning efforts for critical City-wide assets. This project was conceived as an initial step (Phase 1) to assist the City in developing a consistent approach to addressing and mitigating potential long-term climate change impacts.

One of the areas relevant to the findings regarding climate impact categories included the occurrence of “heat islands” during extreme heat events and canopy tree coverage around the City. The trend towards extended durations of higher temperatures in the region, its potential to adversely impact vulnerable populations, and ways in which impacts might be mitigated were also explored. The City developed a vulnerability assessment that measured both tree canopy coverage and vulnerable population locations to identify areas that may need assistance.

From the results of the tree inventory and the 2020 vulnerability assessment, the City identified an area west of the Florida Turnpike to be in need. The area has been identified with a low to medium sensitive population risk (households with 65+ and households below the poverty line) and medium to low canopy coverage.

**Project Scope:**

The goal of the City of Hollywood’s Urban Forestry Project is to utilize the \$455,659 Urban and Community Forestry Grant funding award to install approximately 478 trees within the designated swale areas (public rights-of-way) in disadvantaged communities in the following Census Tracts/Block Groups:

Tract	Census Tract	Block Group	State	Tool 1	DAC Confirmed	Details	Reference Attachment A (Maps)
12011091400	914	12011091400	FL	CEJST	Y		A
12011091702	917.02	120110917023	FL	CEJST	Y		B
12011091201	912.01	120110912011	FL	CEJST	Y	These block groups also correspond to a census tract, 12011091201	C
12011091201	912.01	120110912012	FL	CEJST	Y		C
12011091201	912.01	120110912013	FL	CEJST	Y		C
12011090602	906.02	120110906021	FL	CEJST	Y	These block groups are included in this one census tract, 12011090602	D
12011090602	906.02	120110906022	FL	CEJST	Y		D
12011090602	906.02	120110906024	FL	CEJST	Y		D
12011091202	912.02	12011091202	FL	CEJST	Y		E
12011090601	906.01	12011090601	FL	CEJST	Y		F

The City proposes to install the following trees as part of the grant project:

- Southern Oak
- Green Buttonwood
- Silver Buttonwood
- Organ Geiger
- Gumbo Limbo
- Stoppers
- Sabal Palms
- Bridal Veil
- Dahoon Holly
- Pigeon Plum
- Royal Poinciana
- Yellow Poinciana/ Copperpod

The project will also include a community outreach and education component within the local community. This effort will help protect and improve the appearance of the public right-of-way and maintain the character of the neighborhoods. The planting of these trees will promote public health, safety, and the general welfare of the highly sensitive population.

#### **Project Manager:**

The Project Manager for the City of Hollywood Urban Forestry Project will be Joshua Collazo, the Public Works Superintendent. Mr. Collazo is an ISA Certified Arborist FL – 9143A, Certified Horticulture professional FCHP # H9351362, and holds a bachelor's degree in public administration from Barry University. He has a strong background in urban forestry management. Mr. Collazo's current position with the City is Urban Forestry, Grounds, and Street Superintendent. His divisions are responsible for the maintenance of City grounds, trees, streets, and special projects for the Public Works Department.

As the project manager, Mr. Collazo will oversee the procurement of an experienced consultant to complete the project. In addition, he will use his knowledge of the tree population within the City to assist the consultant and provide technical assistance when necessary. He will work with the Public Works department to ensure the plans and the project meet the needs of the City. Once the plan is complete, he will utilize the information gathered to update the current tree inventory to manage the tree population more effectively on a daily basis and as part of emergency management efforts.

Recently, the City, led by Mr. Collazo, completed a tree planting project at Hollywood Boulevard between 17th Avenue to the Intracoastal. The project involved the installation of 145 trees, palms, and shrubs, consisting of Alexander and Montgomery Palms, Silver and Green Buttonwood, and Pink Tabebuia Trees. The completed project was managed by Mr. Collazo and improved the tree canopy of the City of Hollywood.

**Project Timeline:**

The proposed project will consist of the following deliverables: 1) Delivery and Installation of Trees, and 2) Public Outreach and Education.

Activity	Timeframe	Completion
Project Area Survey	4 Months	November 2024
Landscape Consultant Selection / Commission Approval	3 Months	February 2025
Landscape Design / Community Outreach	6 Months	August 2025
Procurement / Bidding / Commission Approval	5 Months	January 2026
Permitting	3 Months	April 2026
Planting	6 Months	October 2026
Project Closeout	1 Month	November 2026
<b>Total Duration</b>	<b>28 Months</b>	

**Budget and Narrative:**

The grant budget has two cost elements, Tree Planting and Community Outreach and Education, as shown in the table below.

Grant Element	Total Cost
Tree Planting	\$ 400,659.00
Community Outreach	\$ 55,000.00
<b>Total Project Cost</b>	<b>\$ 455,659.00</b>

Additional information regarding scope and cost breakdowns for each of the cost elements shown above is provided below.

- 1) Tree Planting Cost Breakdown – All-inclusive cost for the permitting, purchasing, and planting of approximately 478 trees within the disadvantaged areas designated on Attachment A.

Item	Quantity	Cost	Total Cost
Permitting @ 4.78%			\$ 18,259.00
Tree Planting	478	\$ 800.00	\$ 382,400.00
<b>Total Estimated Cost</b>			<b>\$ 400,659.00</b>

The City will retain a landscape design consultant for this project once the grant award contract has been fully executed. We estimate the cost of each tree to be \$800 depending on the size and species of tree. We will provide Hispanic Access/USDA a list of the proposed trees and information about any trees whose costs exceed \$800 after landscape design is completed and prior to any work being performed.

The project will also require permitting which includes a required review of the project drawings/landscape design. The permitting process will include reviews by the Development Services Department to insure the landscaping requirements are met based on the City's Zoning and Land Development Regulations and Code of Ordinances. A traffic engineering review will also be completed by the Development Services Department to ensure the plantings will not pose a safety hazard to traffic.

And the project plans will be reviewed by the Public Utilities Department to ensure the plantings will not obstruct, interfere with, or otherwise threaten various underground or above ground utility services.

The City assesses one fee for these permitting services which is based on the project value. The permitting fees estimated for this project are based on our two most recent tree planting projects whose permitting fees ranged between 5 – 7% of the total project cost.

The City will competitively bid the project according to the grant conditions and requirements and our own strict procurement procedures in accordance with State of Florida Procurement Law. Per City code, all projects above \$50,000 are procured competitively.

An overview of the targeted planting locations is attached. The City has established size classes for the proposed trees. Once the landscape designer is on board, we will develop a comprehensive breakdown of species, quantities, and sizes. We will follow the City's tree ordinance which requires a minimum of 2" caliper. During the landscape design process, the City will follow the grant criteria and percentages required to maximize tree canopy and diversity of plantings. Cost per tree will be refined as the landscaping design progresses.

The City requires a one-year minimum warranty on all landscaping installations and the cost is included as part of the cost per tree. And upon completion of the project, a turnover package is provided to the City's Public Works Department, who will assume responsibility for maintenance according to the recommended criteria.

- 2) Community Outreach and Education Cost Breakdown – The City will engage a consultant to conduct public meetings, community outreach, and educational sessions with the community. This will help promote the environmental benefits within the community and educate them about tree species and proper maintenance.

Item	Total Cost
Outreach & Education	\$ 55,000.00
<b>Total Estimated Cost</b>	<b>\$ 55,000.00</b>

The City views the Outreach and Education component as critical to earning continued support for the project from community stakeholders and leaders. Therefore, the City will follow our established procurement process to select a consultant to conduct a multi-pronged education and awareness campaign.

As proposed, the consultant will support the success of this project by:

- \$10,000 - Leading an initial community event that educates the target communities about the project, including the species of trees being planted and the benefits of the proposed tree plantings.
- \$15,000 - Holding 2 - 3 community outreach meetings via homeowners and civic associations and/or community events in the target areas to provide project updates during the planting period.
- \$20,000 - Providing 2 - 4 educational sessions to inform residents about the various tree species that were planted, proper maintenance of the plantings, and reinforce the environmental benefits of the tree plantings.
- \$10,000 - Using stories and collateral captured during the events to assist the City with various written and electronic communications to further educate, inform and reinforce the benefits of this project within our community.

## Attachment A



Tract	Census Tract	Block Group	State	Tool 1	DAC Confirmed	Details	Reference Attachment A (Maps)
12011091400	914	12011091400	FL	CEJST	Y		A
12011091702	917.02	120110917023	FL	CEJST	Y	These block groups also correspond to a census tract, 12011091201	B
12011091201	912.01	120110912011	FL	CEJST	Y		C
12011091201	912.01	120110912012	FL	CEJST	Y		C
12011091201	912.01	120110912013	FL	CEJST	Y	These block groups are included in this one census tract, 12011090602	C
12011090602	906.02	120110906021	FL	CEJST	Y		D
12011090602	906.02	120110906022	FL	CEJST	Y		D
12011090602	906.02	120110906024	FL	CEJST	Y		D
12011091202	912.02	12011091202	FL	CEJST	Y		E
12011090601	906.01	12011090601	FL	CEJST	Y		F



## APPROVED PROJECT BUDGET

### BUDGET AND BUDGET NARRATIVE

Class Category	Amount
a. Personnel	\$0
b. Fringe Benefits	\$0
c. Travel	\$0
d. Equipment	\$0
e. Supplies	\$0
f. Contractual	\$437,400.00
g. Other	\$18,259.00
h. Total Direct Charges	\$455,659.00
i. Indirect Charges	\$0
<b>j. Total Charges</b>	<b>\$455,659.00</b>

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

Contractual costs include tree installation of approximately 478 trees within the designated swale areas in disadvantaged communities. This includes purchasing, watering, maintenance and 1 year warranty.

Contractual costs also include Community Outreach and Education at \$55,000. Permitting costs (Other) include review of project drawings/landscape design by the Development Services Department as well as a review from a traffic engineer and a review by the Public Utilities Department.

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

**City of Hollywood Urban Forestry Resiliency: Grant ID: FR-00114\_HollywoodFL**  
**Subgrantee Monthly Reimbursement Request Cover Sheet**

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

## Appendix IV Subgrantee's Sample Timesheet

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

PAY PERIOD START DATE 6/19/12

PAY PERIOD END DATE 7/2/12

PAY DATE 7/10/12

change the number of days in the formula to capture the dates

change the number of days to when the pay date falls after the pay period ending

DAYS OF THE PAY PERIOD

PROGRAMS	Acct. Code	6/19/2012	6/20/2012	6/21/2012	6/22/2012	6/23/2012	6/24/2012	6/25/2012	6/26/2012	6/27/2012	6/28/2012	6/29/2012	6/30/2012	7/1/2012	7/2/2012	Total Time	% Time
		1.00	5.00	1.00												7.00	24.14%
		5.00	3.00	4.00												12.00	41.38%
		2.00		2.00												4.00	13.79%
				1.00	3.00											4.00	13.79%
					2.00											2.00	6.90%
					3.00											3.00	10.00%
					3.00											3.00	10.00%
<b>Total Hours</b>		8.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00	100.00%
																Error	

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

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

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

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

## **Appendix V**

### **STANDARD PROVISIONS**

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

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

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

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

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

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

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

#### **2. REFUND**

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

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

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

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

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

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

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

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

### **4. DISPUTES**

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

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

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

### **5. LIMITATION**

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

### **6. PROHIBITION OF SUPPLANTING**

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

## **7. INSURANCE AND NON-LIABILITY**

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

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

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

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

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

## **8. DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

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

## **10. CIVIL RIGHTS COMPLIANCE**

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

10.2 Subgrantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding: "This institution is an equal opportunity provider."

## **11. LOBBYING**

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

## **12. PROCUREMENT**

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

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

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

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

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

### **13. PROPERTY**

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

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

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

13.4 The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, Subgrantee shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

13.5 Subgrantee shall inventory equipment acquired in part or in whole with Forest Service funds annually and shall submit a copy of the inventory to HISPANIC ACCESS. A final inventory shall be submitted for closeout. Subgrantee may use Tangible Personal Property Report Standard Forms (SF) 428. Subgrantee shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions.

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

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

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

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

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

#### **15. OTHER PROVISIONS**

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

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

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

15.4 Telecommunication Equipment and Services. In accordance with 2 CFR 200.216, Subgrantee is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

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

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

15.7 Prohibition Against Certain Internal Confidentiality Agreements. Subgrantee may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.

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

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

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

15.11 Trafficking in Persons. Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, then this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."



United States Department of Agriculture



**AND  
JUSTICE  
FOR ALL**



Afiche del Formulario AD-475-B SNAP y FDIPIR / Revisado Septiembre 2019

## Appendix VII. Whistleblower Notice

### Notice of Federal Whistleblower Protections

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

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

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

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

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

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

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

*This institution is an equal opportunity provider."*

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

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

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

### 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

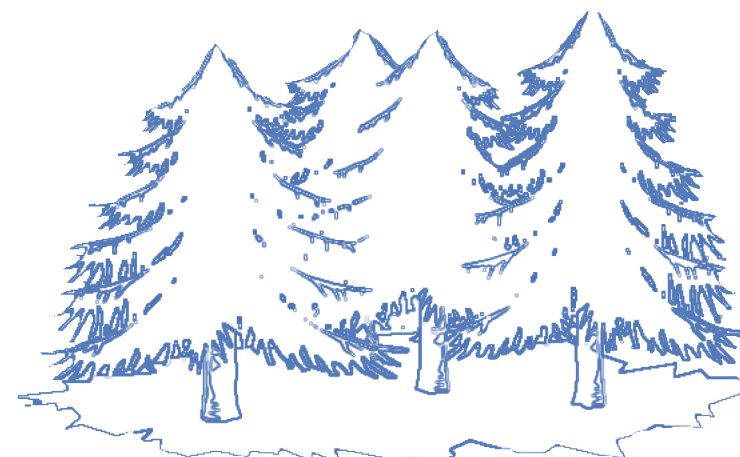
### For More Information

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

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

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## 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.*

## Appendix IX. Hispanic Access Foundation Communications Requirements

### Urban Forestry Subagreement Communications

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

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

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

#### GUIDELINES

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

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

#### ABOUT HISPANIC ACCESS FOUNDATION

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

#### CONTACT INFORMATION

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

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

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

## Subaward Reporting Worksheet

Hispanic Access Foundation is required to report all subawards \$30,000 or more in compliance with 2 CFR 170

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

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

Section 2: Subaward Information											
<b>Sub awardee UEI</b>				<b>System for Award Management Registration Expiration Date (if applicable)</b>							
<b>Sub awardee Name</b>											
<b>Sub awardee Project Description</b>											
Sub awardee Address						Sub awardee Principal Place of Performance (where work is performed)					
<b>Number and Street</b>						<b>Number and Street</b>					
<b>City</b>						<b>City</b>					
<b>State</b>						<b>State</b>					
<b>ZIP+4</b>						<b>ZIP+4</b>					
<b>Executive Compensation<sup>+</sup> (to be completed by subrecipient)</b>											
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget?										<input type="checkbox"/> Yes	<input type="checkbox"/> No
In preceding fiscal year, did your agency receive more than \$25 million in federal funds?										<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is information about the compensation of the senior executives in the subrecipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.										<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>1. Official Name</b>				<b>Compensation Amount</b>							
<b>2. Official Name</b>				<b>Compensation Amount</b>							
<b>3. Official Name</b>				<b>Compensation Amount</b>							
<b>4. Official Name</b>				<b>Compensation Amount</b>							
<b>5. Official Name</b>				<b>Compensation Amount</b>							
Subrecipient Certification											
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.											
_____				_____				_____			
Signature				Title of Signatory				Date			

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



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

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

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

***(Read instructions on page two before completing certification.)***

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE

DATE

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

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

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

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### **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.