

Snohomish Conservation District Federal Cost-Reimbursable Subaward

Pass-Through Entity (PTE): Snohomish Conservation District

Subrecipient Entity: City of Everett

Federal Awarding Agency: US Department of Agriculture, Forest Service

Additional Pass-Through Entities:

PTE Award No.: 24-DG-11062765-332

Subrecipient Award No.: SCDSA24104

Project Title: Growing Urban Forest

Subaward Budget Period: 01/01/2024 - 12/31/2028

Amount Funded This Action: \$967,493.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices to invoices@snohomishcd.org for allowable costs incurred, according to the schedule and including components described in Attachment 6. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts as shown in Attachment 3:

PTE: Business Contact

Subrecipient: AOR
3. A final statement of cumulative costs incurred, including cost sharing/match, marked "FINAL" must be submitted to invoices@snohomishcd.org by the deadline specified in Attachment 6. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Project Contact as shown in Attachment 3. Technical reports are required as shown in Attachment 6.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the following contacts as shown in Attachment 3:

PTE: Project Contact

Subrecipient: Project Contact

Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 3.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when

sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachment 3. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Signature: Linda Lyshall

Date: 10/09/2024

Name: Linda Lyshall

Title: Executive Director

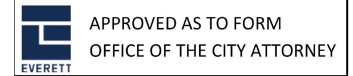
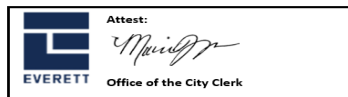
By an Authorized Official of the Subrecipient:

Signature: Cassie Frankin

Date: 10/10/2024

Name: Cassie Frankin

Title: Mayor



Attachment 1

Certifications and Assurances

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Subtier awards

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Attachment 2

Federal Award Terms and Conditions

Awarding Agency Institute (If Applicable): USDA Forest Service, Pacific Northwest Region

Federal Award Issue Date: 01/01/2024

FAIN: 24-DG-11062765-332

Assistance Listing No. (ALN): 10.727

Subject to FFATA: ☒ Yes ☐ No

Assistance Listing Program title (ALPT): Inflation Reduction Act Urban & Community Forestry Program

Key Personnel Per NOA: ☒ None identified at subrecipient entity

☐

By signing this Subaward, Subrecipient agrees to the following:

1. OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Subrecipient must follow the regulations found in 2 CFR 200.331 through .333.
2. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<https://www.fs.usda.gov/working-with-us/grants>
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://www.fs.usda.gov/working-with-us/grants/terms-conditions>
4. Award Terms and Conditions, including any Federal Awarding Agency's Specific Requirements, detailed in the Award document in Attachment 7, except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Project Contact shown in Attachment 3, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with award funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.

Special Terms and Conditions

Data Sharing and Access. Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in Federal Award Terms and Conditions (1) through (4) above.

Data Rights. Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights. Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Attachment 3**Pass-Through Entity (PTE) Contacts****PTE Name:** Snohomish Conservation District**Address:** 528 91st Ave NE, Lake Stevens, WA 98258**Authorized Official / Authorized Organization Representative****Name:** Linda Lyshall **Title:** Executive Director**Email:** llyshall@snohomishcd.org **Phone Number:** 425-327-9862**Business Contact****Name:** Ally Ingalls**Title:** Grants & Contracts Specialist**Email:** gca@snohomishcd.org**Phone Number:** 425-903-2832**Invoice email:** invoices@snohomishcd.org**Project Contact****Name:** Penny Crispin**Title:** Community Conservation Dept. Manager**Email:** pcrispin@snohomishcd.org**Phone Number:** 425-353-0530**Subrecipient Contacts****Entity DUNS Name:** City of Everett**Place of Performance Address:** 802 E. Mukilteo Blvd, Everett, WA 98203**If different, Legal Address:** 2930 Wetmore Ave., Everett, WA 98201**Organization Unique Entity Identifier (UEI):** LVPSLN4A2LF6**Organization Federal Employer Identification Number (EIN):** 91-6001248**Registered in SAM?** ☒ Yes ☐ No**Exempt from reporting executive compensation?** ☒ Yes ☐ No**Congressional District:** Washington 02**Zip Code + 4:** 98201-4516**Authorized Official / Authorized Organization Representative****Name:** Cassie Franklin**Title:** Mayor**Email:** cfranklin@everettwa.gov **Phone Number:** 425-257-7112**Business Contact****Name:** Kimberly Moore**Title:** Asst. Parks Director**Email:** kmoore@everettwa.gov **Phone Number:** 425-257-8305**Project Contact****Name:** Stuart Chadwick**Title:** Urban Forester**Email:** schadwick@everettwa.gov **Phone Number:** 425-359-3809

Attachment 4
Scope of Work

City of Everett

Implementation/Deliverables Timeline

Year, Quarter	Goal.Outcome	Deliverables	City of Everett's Role
YEAR ONE			
2024, Q1	Goal 1	Kick-off Meeting	Participation & Support
	Goal 1	Training and planning for tree inventories	Lead
	Goal 2.3	Initiate carbon credit certification process	Provide necessary support
2024, Q2	Goal 1.1	Conduct tree inventories in neighborhoods	Support as available
	Goal 5.1, 5.2, 5.3	Create outreach and engagement strategies	Lead
	Goal 1.3	Create draft for jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)	Support
2024, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 5.1, 5.2, 5.3	Outreach to neighborhoods to invite to community meetings and tree-planting kick-off events	Lead
	Goal 5.2	Conduct youth engagement	Support as needed/available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2024, Q4	Goal 5.1, 5.2	Outreach to neighborhoods for tree-planting kick-off events	Lead
	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~420 trees in neighborhoods at kick-off events	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR TWO			
2025, Q1	Goal 1	2025 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead

	Goal 2.3	Update carbon credit compliance documentation	Support
2025, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 5.1	Conduct Community meetings for engagement on planting plans	Lead
	Goal 4.4	Monitoring training events	Support
	Goal 5.2	Conduct youth engagement	Support as needed
2025, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crew and community members plant ~800 trees	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR THREE			
2026, Q1	Goal 1	2026 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2026, Q2	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
2026, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 5.2	Conduct youth engagement	Support as available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2026, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~800 trees	Support

	Goal 5.5	Annual community awareness survey	Lead
YEAR FOUR			
2027, Q1	Goal 1	2027 Kick-off meeting	Participation & Support
	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2027, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
	Goal 5.4	Update Trees for Resilience toolkit with new resource	Support as needed
2027, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 5.2	Conduct youth engagement	Support as available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2027, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~800 trees	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR FIVE			
2028, Q1	Goal 1	2028 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2028, Q2	Goal 4.3	Design educational signs	Support as needed
	Goal 4.4, 5.3	Outreach for sign installations and training events	Lead

2028, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 4.3	Install educational tree signs	Support as available
	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
	Goal 5.2	Conduct youth engagement	Support as needed/available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2028, Q4	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~420 trees	Support
	Goal 2.3	Finalize carbon credit compliance documentation	Support
	Goal 5.5	Annual community awareness survey	Lead

Attachment 5

Budget

Indirect/Overhead Information

Indirect Cost Rate Applied: 0.00%

Indirect Cost Rate Type: Federally Negotiated

Indirect Cost Rate Base:

Budget Totals

Direct Costs: \$ 967,493.00

Indirect Costs: \$ 0.00

Total Costs: \$ 967,493.00

Cost Sharing

Required? ☐ Yes ☒ No

If Yes:

Total Amount: \$

Any Specific Terms:

Detailed Budget

Personnel: Personnel costs include time for technical assistance activities.

- Community Engagement Coordinator (to be hired) will provide support for community meetings, social media, and general outreach for the service areas. 100% FTE, initial base salary: \$103,119 per year x 4.5 years, including cost of living increases for a maximum of \$515,595.

- Urban Forester will be the partner lead in developing urban tree management plans and supporting implementation. 50% FTE, initial base salary: \$45,726 per year x 4.5 years plus cost of living increases for a maximum of \$228,630.

Fringe Benefits:

- All benefits based on an expected benefit rate of 30% of salary rate for a total maximum cost of \$223,268.

Attachment 6

Invoicing and Reporting Requirements

Organization Risk Assessment Level: Low

Effective Date of Risk Assessment: 06/25/2024

Invoice frequency:

- ☐ Monthly
☐ Quarterly
☒ Not more often than monthly and not less frequently than quarterly
☐ Other:

Invoicing due date (s)

Interim:

Final: 1/2/2029

Submit Invoices to: invoices@snohomishcd.org

Invoice requirements:

- Subaward number
- Date of invoice
- Unique invoice number
- Start and end date of invoice/billing period
- Line items matching the Detailed Budget in Attachment 5 (please match numbering and descriptions as applicable)
- Cumulative costs billed to date by budget line item
- Clearly marked invoice total
- Backup documentation as described below
- Final invoice marked as "Final"

Additional invoice requirements:

- Y N
- ☐ ☒ A19 required
- ☒ ☐ Certification, as required in 2 CFR 200.415(a), signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- ☒ ☐ Other: Backup documentation to include a detailed expenditure report for all employees who are charged to the grant for the period with the following information: Employee name; Employee rates of pay; Hours worked; Month worked.

Technical reporting requirements:

- ☐ None
- ☒ Ad hoc, upon request from Project Contact
- ☐ Must accompany financial invoices
- ☐ Submit separately from financial invoices. If selected:
- Submit to: select one
 - Submission deadlines:
 - Description of technical reporting component and format requirements:

Attachment 7

Federal Award Documentation

Included:

- Award issued from USDA Forest Service to Snohomish Conservation District
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**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11062765-332
Between
SNOHOMISH CONSERVATION DIST
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION
STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: Growing Urban Forest in Snohomish County

Upon execution of this document, an award to SNOHOMISH CONSERVAION DIST, hereinafter referred to as "SCD," in the amount of **\$2,480,761.00**, 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. SCD accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 03/21/24, 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 match of 1:1, 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. The prime recipient's approved match waiver rate must be carried forward and applied to all of the prime subawards executed under this agreement.

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 the U.S. Forest Service Administrative Contact found in Provision B.

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. SCD 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. **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
Penny Crispin, Community Conservation Department Manager 528 91st Ave NE Lake Stevens, WA 98258-2538 Telephone: 425-535-0530 Email: pcrispin@snohomishcd.org	Sarah Jones, Chief Administrative Officer 528 91st Ave NE Lake Stevens, WA 98258-2538 Telephone: 360-722-2679 Email: sjones@snohomishcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Stephen Baker, Urban & Community Forestry Program Manager 1220 SW 3rd Ave Portland, OR 97202 Telephone: 503-964-4291 Email: stephen.baker@usda.gov	Brian Hoeh 3200 SW Jefferson Way Corvallis, OR 97331 541-515-4927 Email: brian.hoeh@usda.gov
Alyssa Chen, Urban & Community Forestry Program Specialist 1220 SW 3rd Ave Portland, OR 97202 Telephone: 971-997-3849 Email: alyssa.chen@usda.gov	
Isabel Mosley, Urban and Community Forestry Program Specialist 1220 SW 3rd Ave Portland, OR 97202 Telephone: 503-327-1381 Email: isabel.mosley@usda.gov	

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** SCD 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.

D. 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	stephen.baker@usda.gov
FAX: 877-687-4894	alyssa.chen@usda.gov
POSTAL: USDA Forester Service	isabel.mosley@usda.gov
Budget & Finance - Grants and Agreements	
4000 Masthead St, NE	
Albuquerque, NM 87109	

E. INDIRECT RATE. SCD has elected to not apply an indirect rate towards this project.

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

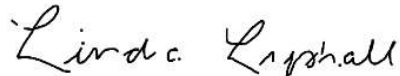
G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and

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.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 01/01/2024 pursuant to 2 CFR 200.458.

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

- I. 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.



5/22/24

LINDA LYSHALL, Executive Director
Snohomish Conservation District

Date

CHAD T. DAVIS, Director
Alaska and Pacific Northwest Regions
State, Private, and Tribal Forestry

Date

The authority and the format of this award (**24-DG-11062765-332**) have been reviewed and approved for signature.

BRIAN HOEH

Digitally signed by BRIAN HOEH
Date: 2024.05.13 17:20:55 -07'00'

BRIAN HOEH
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, SCD a 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 SCD 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 SCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or SCD 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 SCD, 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.

SCD 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 SCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:

Optional Project Performance Report, FS-1500-23, may be used for Federal Financial assistance progress reporting. Alternatively, the award recipient may utilize reporting templates provided by the Regional Grants and Agreement Office, or the recipient's own reporting format to fulfill the progress reporting requirement of the agreement provided the information includes:

- Recipient's name
- Federal Identifier Number
- Reporting Period
- Written summary of the project progress including quantitative and qualitative accomplishments during the reporting period.

A Final Progress Report must be submitted no later than 120 days after completion of the award or grant period end date. The Final Progress Report should address progress in all activities of the project. This report is cumulative and should include all quantitative and qualitative accomplishment throughout the entire grant period.

IRA PROJECT IMPACT REPORTING

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. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB 23—09.

- H. NOTIFICATION. SCD 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.
- I. 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.
- J. USE OF FOREST SERVICE INSIGNIA. In order for SCD 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 SCD when permission is granted.
- K. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of SCD'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.
- L. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. SCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

SCD may call on Forest Service's Office of Communication for advice regarding public notices. SCD 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.
- M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. SCD 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.
- N. COPYRIGHTING. SCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by SCD under this award.
- Any right of copyright to which SCD purchase(s) ownership with any federal contributions.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SCD 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; or*
- (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.”

- P. 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.

- Q. AWARD CLOSEOUT. SCD 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 SCD 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.

- R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- S. DEBARMENT AND SUSPENSION. SCD 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 SCD 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.

- T. 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.
- U. SCIENTIFIC INTEGRITY. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- V. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- W. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
- X. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- Y. ELIGIBLE WORKERS. SCD 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)). SCD 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.
- Z. 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).
- AA. 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.
- BB. 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.

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

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

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

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

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

b. *Reporting total compensation of recipient executives for non-Federal entities.*

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

c. *Reporting of Total Compensation of Subrecipient Executives.*

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

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

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

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

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

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

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

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

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

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

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

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

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

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

Project Narrative

1. **Project Title:** Growing Urban Forest in Snohomish County
2. **Project Applicant:** Snohomish Conservation District
3. **Contact Information:** Penny Crispin, Community Conservation Department Manager, Snohomish Conservation District 528 91st Ave NE, Lake Stevens, WA 98258, (425) 535-0530, pcrispin@snohomishcd.org
4. **Project Summary:** Urban forest canopy provides ecosystem services ranging from stormwater management and pollutant mitigation to improved human health and climate resiliency. Often, the urban forest canopy is distributed inequitably between underserved areas and more affluent areas.

The Snohomish Conservation District (SCD) proposes to collaborate with the Cities of Everett and Marysville and the Tulalip Tribes to substantially improve tree equity. SCD will work with partners and communities to develop urban forest management, monitoring, and maintenance plans. Plan implementation will add 7,000 trees and provide for long-term maintenance of urban tree canopies in disadvantaged communities within each partner's jurisdiction.

5. Project Scope Alignment:

- The **primary issue** this project is seeking to address is tree equity and the lack of urban forest in disadvantaged communities.
- The **primary goal** is to significantly increase urban tree canopy in disadvantaged communities in the Cities of Everett and Marysville and in Tulalip Tribal communities.

By expanding the urban tree canopy and building a foundation for lasting change in disadvantaged communities, SCD and partners seek to address environmental justice issues, increase resilience to climate change, and improve human health and wellness. This project will also enhance public awareness about the value of urban forests and build grassroots support to increase tree canopy.

This project builds upon SCD's foundation of urban canopy analysis and advocacy through development of the **Trees for Resilience Toolkit**, accessible at this link: <https://betterground.org/urban-forests/>

Increasing and maintaining urban tree canopy in disadvantaged communities will contribute to meeting multiple goals identified in the Justice40 Initiative, the Washington State Forest Action Plan, and the Ten-Year Urban and Community Forestry Action Plan (2016-2026) priorities.

These goals and priorities are outlined in the following table.

Project Scope Alignment with State and National Goals and Priorities

		Justice 40 Initiative	WA Forest Action Plan	Ten-Year NUCFAC
Goals	Priorities			
Increase Tree Canopy in Disadvantaged Communities	Address environmental justice issues by creating livable and walkable neighborhoods, increasing air quality and environmental health, and improving social equity through access to nature. Create and implement comprehensive urban forest management and maintenance plans for Marysville, Everett, and Tulalip public lands and rights of way that also includes opportunities for residents to plant and maintain trees in their own yards, on private property.	YES	YES	YES
Increase Climate Resilience	Enhance climate mitigation by retaining stored carbon in tree tissue and sequestering atmospheric carbon. Promote climate adaptation by utilizing trees to reduce heat effects and increase biodiversity. Maintain tree canopy cover to manage stormwater, reducing frequency and intensity of flooding and enhancing water quality.	YES	YES	YES
Promote Human Health and Wellness	Increase human health and wellness by improving human habitat. Create neighborhoods with an abundance of trees to increase air quality, lower temperatures, promote safer and walkable communities, and increase social cohesion. Plant edible food forests to increase access to healthy foods.	YES	YES	YES
Engage Disadvantaged Communities	Engage partners and underserved neighborhoods in planning and implementation of neighborhood greening projects to increase tree canopy and community stewardship.	YES	YES	YES
Enhance Public Awareness	Build an enhanced level of awareness of the value of urban forests in terms of their tangible benefits to stormwater management, extreme temperature mitigation, energy consumption, and human health.	YES	YES	YES

6. Implementation Strategy/Methodology/Timeline

Goal 1	Increase Tree Canopy in Disadvantaged Communities
Approach	Increase equitable access to urban tree canopy and associated human health, environmental, and economic benefits in disadvantaged communities by developing and implementing localized Urban Forest Management, Maintenance, and Monitoring Plans.
Strategy	Engage partners and community members to assist in developing and implementing Urban Forest Management and Maintenance Plans.
Methodology	<ol style="list-style-type: none"> 1) Complete tree inventories in Tulalip Tribal communities and in areas identified with the Climate and Economic Justice Screening Tool in the Cities of Everett and Marysville (maps attached). 2) Create and implement urban forest management, monitoring, and maintenance plans that include canopy expansion targets and locations on public lands and private property, including homeowner's yards. 3) Develop site implementation plans for planting. Field Crews will plant trees, with community engagement, during fall/winter seasons. 4) Conduct annual monitoring (with input from communities).
Measurable Outcomes	<ol style="list-style-type: none"> 1) Thirteen neighborhood-scale tree inventories completed. 2) Thirteen neighborhood planting plans completed. 3) Three jurisdiction-wide Urban Forest Management, Maintenance, and Monitoring Plans completed. 4) Tree canopy increased by 10-20% in each disadvantaged community. 5) 7,000 trees planted by Field Crews and community members. 6) Three monitoring reports completed annually, years 2-5 (12 total).
Timeline	Years 1-5
Goal 2	Increase Climate Resilience
Approach	Improve urban tree canopy resilience to climate change through best management practices (BMPs). Earn carbon credits for urban canopy expansion and carbon sequestration to support long-term maintenance.
Strategy	Plant climate/drought resilient tree species and implement maintenance BMPs to increase tree health. Enhance climate mitigation by retaining stored carbon in tree tissue and sequestering atmospheric carbon.
Methodology	<ol style="list-style-type: none"> 1) Develop climate and drought resilient tree species list. 2) Routinely monitor tree health and adapt BMPs as needed. 3) Meet carbon credit certification requirements, including project design and monitoring reports, to fund long-term maintenance.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Climate Resilient Tree Species Planting List 2) Three annual monitoring and adaptive management reports (=12). 3) Compliance documentation for Carbon Credit Certification.

Timeline	Years 2-5
Goal 3	Promote Human Health and Wellness
Approach	Create neighborhoods with an abundance of trees to create more walkable communities, increase social cohesion, and improve human habitat, incorporating edible and culturally relevant species.
Strategy	Incorporate edible food forests and culturally relevant indigenous species within urban tree canopy.
Methodology	<ol style="list-style-type: none"> 1) SCD's Agroforestry staff will meet with partners and communities to identify suitable locations, design layout, and select edible and culturally relevant species for planting. 2) SCD's Field Crew will work with community members to plant, monitor, and maintain trees.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Ten community food forests planted 2) 500 edible trees and shrubs planted 3) 1000 culturally relevant indigenous trees planted
Timeline	Years 2-4
Goal 4	Engage Disadvantaged Communities
Approach	Build local capacity and a stewardship ethic within underserved neighborhoods to establish grassroots level support to increase tree canopy.
Strategy	Conduct community-involved outreach campaigns to engage and mobilize community members to participate in the project and increase awareness of the environmental and economic benefits of tree canopy.
Methodology	<ol style="list-style-type: none"> 1) In partnership with the community leaders, host community meetings to share the project's opportunities with the communities and engage interested local individuals and groups in the project. 2) Engage interested community members in choosing tree species meaningful to their community, identifying areas for tree canopy expansion, monitoring trees, and designing signage to highlight benefits of trees in languages appropriate for the community. 3) Conduct monitoring training for community members. A monitoring guidance document will be developed, made adaptable for languages other than English, and for future use by other communities. 4) Conduct workforce development training for tribal environmental resource staff, and other interested community members.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Thirteen neighborhood communities engaged. 2) 150 community members engaged. 3) Thirteen educational signs installed in multiple languages relevant to the communities (i.e. Lushootseed in tribal communities.) 4) Thirteen monitoring training events for community members.
Timeline	Years 1 – 5

Goal 5	Enhance Public Awareness (aka Communications Plan)
Proposed Approach	Build an enhanced level of awareness of the value of urban forests including tangible benefits for stormwater management, extreme temperature mitigation, energy consumption, and human health.
Strategy	Increase outreach and educational opportunities for disadvantaged communities to increase urban forestry stewardship.
Methodology	<ol style="list-style-type: none"> 1) Conduct annual community planting events in each community. 2) Provide tree-based family friendly youth education, as part of the community planting events. Provide field trips and service-learning projects that encourage youth to appreciate and steward urban trees. 3) Maintain relevant websites to provide monitoring data and project updates to the partner communities. 4) Develop project data and outcomes into new resources for the Trees for Resilience Toolkit to benefit additional communities seeking to improve tree equity. 5) Share project highlights via social media, District and jurisdiction websites, local news outlets, and the www.BetterGround.org website to celebrate the work communities can do together to improve urban tree canopy, tree equity, and contribute to environmental justice. 6) Conduct annual community survey to assess awareness/engagement.
Measurable Outcomes	<ol style="list-style-type: none"> 1) One community planting event each year in each of the 13 communities, for years 1-4, for a total of 52 planting events. 2) 100 youth and 200 adults engaged. 3) Fifteen project highlight media postings. 4) Three new resources for Trees for Resilience Toolkit. 5) Five annual community surveys completed.
Timeline	Years 1-5

Project Assessment and Evaluation Methods

The project team will conduct on-going project evaluation for the term of the agreement to determine fulfillment of objectives, address and manage any challenges, and evaluate effectiveness. This will consist of the following:

- 1) Annual community survey to assess perceptions and needs
- 2) Annual monitoring report and tree inventory
- 3) Project evaluation meetings every 6-months with partners to:
 - a) Review data and assess progress on meeting measurable objectives
 - b) Identify any barriers or challenges to meeting objectives
 - c) Review project budget tracker and assess any deviations
 - d) Develop adaptive management response if needed
 - e) Identify action items and next steps
- 4) 6-month project evaluation reports following each project evaluation meeting, summarizing all findings to share with the USDA grant manager.

7. Capability and Capacity:

Snohomish Conservation District: Since 1941, SCD has operated as a non-regulatory local government focused on natural resource conservation. SCD has 42 employees with expertise in agroforestry, habitat restoration, education, communications, green stormwater infrastructure, rural and urban agriculture, and urban forestry. Recently, SCD developed the Trees for Resilience Toolkit, in collaboration with partners, to advocate for and further the growth of urban forests throughout the region. In the past decade, SCD has collaborated with multiple cities, counties, and communities to construct green stormwater infrastructure facilities and plant urban trees.

SCD manages multiple grants from federal and state agencies, and often serves as the fiscal agent for collaborative projects with partner organizations. Currently, SCD is managing grants with USDA and NOAA, as well as several grants provided by EPA through state agencies. District staff bring proven expertise in providing required deliverables and reporting within expected timelines to maintain grant compliance.

Snohomish Conservation District Key Personnel:

Linda Lyshall, PhD, Executive Director has over 20 years of experience facilitating the development, assessment, and execution of natural resource strategic plans, projects, and programs. Linda will provide project oversight.

Penny Crispin, MA, Community Conservation Department Manager brings expertise in program development and management as well as land use and environmental planning. Penny will serve as the project lead.

Haly Rylko, MSc, Project Manager brings expertise in ecological design, planning, and project implementation. Haly will serve as the project manager.

Stacey Dixon, MSc, Forester brings expertise in tree health and will oversee tree maintenance and contribute to development of the climate resilient trees species list.

Katie Amrhein-Dang, ME, Education & Outreach Department Manager brings 15 years of experience developing and managing environmental education and outreach programs. Katie will oversee community engagement and communications.

Alana Springer, PhD, Environmental Education Program Manager has a background in resource management and outdoor education. Alana will lead youth education.

Carrie Brausieck, MPA, Agroforestry Program Manager and senior natural resource specialist will oversee planning, planting, and maintenance of the food forests.

Sarah Jones, Chief Administrative Officer has over 20 years of experience in business operations and finance administration and will serve as the financial administrator.

Field Crew, SCD's highly experienced 5-member field crew will plant over 14,000 trees.

8. Project Partners:

Tulalip Tribes' Mission and Key Personnel:

Mission: "Together we create a healthy and culturally vibrant community." The Tulalip Tribes are signatory to the 1855 Treaty of Point Elliott.

- Valerie Streeter, Stormwater Planner for 16 years, will serve as partner lead for development of urban forest management plans.
- Braulio Ramos, Stormwater Planner is a Tulalip Tribal member. Braulio brings community connection and will serve as community outreach liaison.
- Washington Conservation Corps Field Crew will be hired to plant 1,000 trees.

City of Everett's Mission and Key Personnel:

Mission: "We're Here for You". Everett recently launched the "Rethink Community Wellbeing initiative" which includes a focus on increasing urban tree canopy in disadvantaged neighborhoods.

- Community Engagement Coordinator (to be hired) will provide expertise in equitable community engagement techniques; climate and economic justice related issues; principles and practices of community organizing; and development of comprehensive communication/public information programs.
- Stuart Chadwick, Urban Forester brings experience in tree care and monitoring and will serve as partner lead in developing urban tree management plans.

City of Marysville's Mission and Key Personnel:

Mission: Marysville takes care of its needs for today while building a better tomorrow.

- Brooke Ensor, NPDES Coordinator has over 15 years of experience in the municipal stormwater field. Brooke will serve as Marysville's project manager and community outreach liaison.
- Adam Benton, Stormwater Utility Manager will contribute to Urban Forest Management, Monitoring, and Maintenance plan development.

9. Communications Plan

A comprehensive communications plan is detailed above in **Goal 5**. In addition to the activities to Enhance Public Awareness, we will also:

- Include acknowledgment of the source of funding on educational signs developed and installed at all neighborhood planting locations. All signage will also highlight the economic, ecological, and human wellbeing benefits of the trees to the public, including the amount of carbon stored per tree.
- Include acknowledgment of the source of funding in all press releases and promotional materials, including SCD's, Tulalip Tribes, Everett's and Marysville's websites, and the Trees for Resilience Toolkit at <https://betterground.org/urban-forests/>

10. Evidence of Disadvantaged Community Status for projects requesting Match Waiver

100 percent of the funding for this project will benefit disadvantaged communities. The project's primary focus is to address the issue of tree equity in disadvantaged communities in the cities of Everett and Marysville and the Tulalip tribal communities. Attached are maps identifying areas of interest overlaid by the CEJST layers for the Cities of Marysville and Everett. A map of Tulalip Tribal communities prioritized by

highest percent of poverty level, lowest percent of present tree canopy, and highest percent of available planting area. Each element of the plan stated above will be focused on these communities, and all work will be tracked at this level.

UCF IRA - Growing Urban Forest in Snohomish County
Implementation/Deliverables Timeline

January 2024 - December 2028

Year, Quarter	Goal.Outcome	Deliverables
YEAR ONE		
2024, Q1	Goal 1	Conduct meetings with project partners – Everett, Marysville, and Tulalip
	Goal 1	Training and planning for tree inventories and events
	Goal 2.1	Develop “Climate Resilient Tree Species Planting List”
	Goal 2.3	Initiate carbon credit certification process
2024, Q2	Goal 1.1	Conduct tree canopy inventories in 13 neighborhoods
	Goal 1	Meetings with confirmed and potential collaborators
	Goal 5.1, 5.2, 5.3	Create outreach and engagement strategies
	Goal 1.3	Create draft for jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)
2024, Q3	Goal 5.1, 5.2, 5.3	Outreach to neighborhoods to invite to community meetings and tree-planting kick-off events
		Complete planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.3	Complete at least three project highlight media postings
	Goal 5.1	Conduct Community Meetings to seek input on planting plans
2024, Q4	Goal 5.1, 5.2	Outreach to neighborhoods for tree-planting kick-off events
	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~785 trees in neighborhoods at kick-off events
	Goal 5.5	Annual community awareness survey
YEAR TWO		
2025, Q1	Goal 1.3	Update the three jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2025, Q2	Goal 5.4	Update Trees for Resilience toolkit with new resource
2025, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting plans
2025, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees

	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR THREE		
2026, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2026, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.4	Update Trees for Resilience toolkit with new resource
2026, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings to seek input on planting plans
2026, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR FOUR		
2027, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2027, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.4	Update Trees for Resilience toolkit with new resource
2027, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting plans
2027, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR FIVE		

2028, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2028, Q2	Goal 4.3	Design educational signs in multiple locations
	Goal 4.4, 5.3	Outreach for sign installations and training events
2028, Q3	Goal 4.3	Install educational tree signs
	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting and maintenance
	Goal 4.4	Monitoring training events
2028, Q4	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~785 trees
	Goal 2.3	Finalize carbon credit compliance documentation
	Goal 5.5	Annual community awareness survey

Snohomish Conservation District











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Final Audit Report

2024-10-10

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