



NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD

<p>Sub-Grantee's Name and Payment Address (Must match UEI registered name and address):</p> <p>Washoe County, Office of Sustainability Office of County Manager 1001 E 9th Street, Bldg A Reno, Nevada 89512</p> <p>Fed. Tax ID or ETIN: GPR1NY74XPQ5 Vendor #: T40283400B SAM Expiration Date: October 15, 2024 UEI: GPR1NY74XPQ5</p>	<p>Sub-Grant Number: IRA23 24-007 Sub-Grant Project Title: Washoe County Community Forestry Program</p> <p>Federal funds obligated by this action: <u>\$275,000</u></p> <p>Total amount of Federal Funds Obligated to Sub-Recipient: <u>\$275,000</u></p> <p>Sub-Award Period of Performance: Effective Date: <u>Date of last signature (State Forester)</u> Expiration Date: March 31, 2027</p> <p>Final report & reimbursement request: Due no later than 30 days after project completion or date of expiration, whichever occurs first.</p>
<p>Sub-Grantee Primary Contact:</p> <p>Brian Beffort Sustainability Manager bbeffort@washoecounty.gov 775-447-0856</p>	<p><i>This Sub-Award is granted pursuant to the following Federal Award:</i></p> <p><i>Federal Award ID name:</i> IRA Urban & Community Forestry <i>Federal Award ID # (FAIN):</i> 23-DG-11066013-634 <i>Federal Award Date:</i> 7/21/23-06/30/28 <i>Total Amount of Federal Award:</i> \$3,000,000.00 <i>Federal Award Project Description per FFATA:</i> Inflation Reduction Act-Urban & Community Forestry <i>CFDA Name:</i> 10.727 IRA Urban and Community Forestry</p>
<p>Is this award for Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Federally Negotiated Indirect Cost rate: <u>10%</u> (copy of NICRA must be provided to NDF)</p> <p><input type="checkbox"/> No negotiated Indirect Cost Rate</p>	<p>Pass through entity and awarding official:</p> <p>Nevada Division of Forestry 901 S. Stewart Street, Suite 1001 Carson City, NV 89701 Kelli Nevills</p> <p>Office Phone: 775-684-2517 E-mail: knevills@forestry.nv.gov</p>
<p>Description of Project:</p> <p>Washoe County will launch a Community Forestry Program by hiring a Community Forester, who will complete the following:</p> <ul style="list-style-type: none"> • Update and expand the GIS inventory of trees in Washoe County, then develop future planting plans targeting Disadvantaged Communities and monitoring and assessment protocols. • Oversee the development of a Community Forest Management Plan to guide the management of County trees in our forest parks, along the Truckee River, and throughout our communities. 	



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- Participate with partners (Reno, Sparks, Reno-Sparks Indian Colony, Washoe County School District, Truckee Meadows Parks Foundation), other stakeholders and citizens to plant +/- 4,800 trees in EPA Disadvantaged Communities.
- Manage 2 Americorps staff to updated tree inventories
- Coordinate with regional partners and stakeholders to develop a Community Forest Program with planting, public education and management strategies to ensure the long-term health of all trees and forests in Washoe County.

Deliverables, reporting requirements and due dates:

Washoe County will meet the following targets and dates:

April 30, 2024:

- a) Finalize Community Forester position description and post job.
- b) Convene Washoe County Community Forestry Advisory Committee (Washoe County staff and Reno Urban Forester Matt Basile).
- c) With Reno, confirm and collate past and current GIS tree inventories.
- d) Reach out to partners and other stakeholders to expand conversations toward strategies and metrics to build the community-wide program.

July 31, 2024:

- a) Hire and onboard Community Forester
- b) Hold tree-planting events for Earth Day/Arbor Day, targeting DACs.

December 31, 2024:

- a) Perform GIS assessment of tree canopies within County DACs and initial estimate of planting priorities; share with partner jurisdictions and stakeholders.
- b) With community stakeholders, develop planting goals, capacity and infrastructure needs assessments, and partnership process (possibly expanding Community Forestry Advisory Committee).
- c) Convene management partners (Reno, USFS, NDF, TMFPD) to discuss tree and forest management needs.
- d) Finalize and share RFP to hire consultant to complete Washoe County Community Forest Management Plan.

March 31, 2025:

- a) Secure contractor to develop Community Forest Management Plan.
- b) Confirm GIS-based target plantings and first-year planting schedule with partners, jurisdictions and stakeholders. Finalize process to identify longer-term planting needs (locations, infrastructure, budget and logistics).
- c) Convene community partners and stakeholders to develop community outreach and education materials to maximize planting success and long-term viability of plantings.
- d) Identify additional funding sources and strategies to ensure long-term viability of the Community Forestry Program.

June 30, 2025:

- a) With community and management partners, identify software capacities needed to manage forests, trees, plantings, partners and volunteers to ensure strategic tree planting success and long-term forest and tree management best practices.
- b) Work with jurisdictional and agency facilities, engineering, and regional partners to determine municipal irrigation and construction cost estimates.
- c) Draft a budget for estimated short- and long-term costs.
- d) With Reno and TMPF, secure 2 AmeriCorps members for 11 months to update regional GIS tree inventory (timing depends on seasons and cycle of AmeriCorps recruitment).



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December 31, 2025:

- a) Finalize Community Forest Management Plan and Community Forestry Program to cover planting calendar, placement, community outreach and education, and infrastructure and funding needs to achieve Washoe County's share of Nevada's 10-year 100,000 Tree Plan.
- b) Finalize GIS tree inventory
- c) Secure Washoe County budget for annual staff and equipment needs Ongoing Revisit GIS analysis, planting plans, Forest Management Plan and Community Forestry Program semi-annually and as needed with partners and stakeholder to align with goals.

Reporting:

Fiscal reporting:

- Reimbursement requests are due within 30 days of the end of the previous annual quarter and should be submitted by April 30, July 31, October 31, January 31 for the previous quarter, for the life of the sub-award.
- Quarterly progress reports must accompany each reimbursement request. Progress reports identify what the funds were used for and how the costs contributed to the deliverables of the grant and the identified project/program activities.
- Progress reports should include (at a minimum)
 - Status summary
 - What was accomplished with the funds expended for the reporting period
 - A comparison of actual accomplishments with goals and outcomes
 - Reasons why established goals were not met (if applicable)
 - Changes proposed (if applicable)
 - Other pertinent information such as an analysis of cost overruns or high unit costs

Program accomplishment reporting (bi-annually):

Bi-annual progress reports providing a comprehensive update of program accomplishments. Performance reports should include all information included in fiscal reports, with additional topics including:

- Discussion of outcomes to date and program efficacy
- Discussion of progress compared to the target deliverable dates
- Discussion of program successes and challenges
- Supporting documentation such as pictures, maps, or tables to visualize project accomplishments

Final Report

Final reimbursement requests, fiscal reports, and a comprehensive program report must be submitted within 30 days of the project expiration date.

Identification of Disadvantaged Communities:

All work must be tracked at the level that designates disadvantaged communities. Identify alignment with communities served or project activities and location of activities in reporting documents.

Planting projects – assurances

Any entity planting trees as part of their program is required to have a maintenance and monitoring plan to track establishment rates, record planting sites for geographic tracking, and work with landowners to ensure steps needed to ensure success are taken. As the needs across programs vary wildly, we will examine these on a case-by-case basis. Partners are required to get approval for the maintenance and monitoring plan by NDF program staff before planting activities may begin. Referencing ISA best practices for planting, pruning, and soil management and targeting ANSI standards for plant material is a required component of the plan.



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Signage guidance:

To bring awareness to the public of the impact of BIL and IRA funding to communities across the country, physical signage is encouraged for all projects on non-NFS land.

- Sign (physical signage and/or poster) requirements should be incorporated into terms and conditions and contracts using BIL/IRA funding.
- As sovereign nations, where tribes are recipients of BIL/IRA funding, sign (physical signage and/or poster) requirements should be incorporated into terms and conditions and contracts using BIL/IRA funding, if the Tribes agree to such requirements.
- For non-construction projects and construction projects under \$250k, partners are encouraged to display posters and utilize digital assets as appropriate.

Measurements of project success:

- 1) Hire a Community Forester to oversee the Program (enabling development of future permanent funding for a 1 FTE)
- 2) Partner with 2 Americorps members to update Washoe County's tree inventory
- 3) Coordinate the planting of 4,800 trees in Disadvantaged Communities (DACs - as identified by the EPA's EJ Screen mapping tool)
- 4) Create a Community Forestry Program:
 - Engaging membership and commitments by community partners and stakeholders.
 - Agreement on a shared vision, processes, and goals to achieve Washoe County's share of Nevada's 10-year 100,000 Tree Plan.
 - Development of a Community Forest Management Plan to guide partners and the public toward best practices to manage the County's trees in our forest parks, along the Truckee River, and throughout our communities.
 - Development and distribution of public education curricula and identifying community engagement strategies for tree planting and long-term care best practices – targeting Disadvantaged Communities, businesses and the wider public.
 - An updated, expanded and shared GIS-based inventory of Washoe County's trees along the Truckee River and throughout our communities to guide future planting and management.
 - Infrastructure, policy, budgetary and coordination commitments to maximize long-term success for all trees in targeted DACs and elsewhere in the County.



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ASSURANCES

BY ACCEPTING THESE SUB-GRANT FUNDS, SUB-GRANTEE AGREES TO:

- Provide the above referenced deliverables to the Division of Forestry by the due date specified.
- Understand and comply with all local, state, and federal statutes, regulations, and requirements, including OMB and 2 CFR 200 guidance regarding federal awards and sub-awards.
- Provide proof of an active SAM.gov registration for each year of the sub-award on or before the current expiration.
- Understand and comply with the terms and conditions of the Federal award to ensure proper planning, management and completion of the project described in the original application and *Notice of Sub-Grant Award*. The grant application is hereby incorporated as an appendix to this Notice of Sub-Grant Award.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Ensure expenditures are in accordance with the 2 CFR 200 guidelines and rules. Sub-Grantees are considered independent contractors of the State of Nevada and therefore are only allowed reimbursement of allowed expenses and rates allowed for State Officers and employees.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards.
- Comply with the State of Nevada ethical standards, including but not limited to [NRS 281A](#) and [Executive Order 2011-02](#).
- Comply with all applicable policies and procedures as outlined in 2 CFR 200.
- It is the policy of the Board of Examiners and NDF to restrict contractors to the same travel rates allowed by State employees.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through F and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: _____ Signature: _____ Date: _____
Name/Title, Nevada Division of Forestry Program Authorization: <u>Kelli Nevills, Conservation Staff Specialist II</u> Signature: _____ Date: _____
Name/Title, Nevada Division of Forestry Fiscal Authorization <u>Stephanie Weston, Management Analyst III</u> Signature: _____ Date: _____
Name/Title, Nevada Division of Forestry Administrator: <u>Kacey KC, State Forester/Firewarden</u> Signature: _____ Date: _____ <div style="text-align: right; font-size: small;">(Grant Period Start Date)</div>
<i>Federal Grant Title: FY23 IRA - Urban and Community Forestry</i> <i>B/A <u>4195</u> Cat. <u>60</u> Org: <u>6100</u> CFDA <u>10.727</u> Job #: <u>10727231</u> Amount: <u>\$275,000</u></i>



**Nevada Division of Forestry
Approved Subgrant Budget
Attachment A**

Sub-Grant Project Title: **Washoe County Community Forestry Program**

Sub-Grant #: IRA23 24-007

Category	Sub-Grant Award	+	Sub-Grantee Match	=	Total
<u>Personnel/Labor*</u>	\$181,025.00		\$0		\$181,025.00
Travel*	\$0		\$0		\$0
<u>Equipment*</u>	\$0		\$0		\$0
Operating/Supplies	\$18,975.00		\$0		\$18,975.00
Contractual (Subcontractor)* <small>Grantee must supply NDF with one copy of each contract.</small>	\$50,000.00		\$0		\$50,000.00
Other	\$0		\$0		\$0
<u>Indirect Charges</u>	\$25,000.00		\$0		\$25,000.00
TOTAL	\$275,000.00		\$0		\$275,000.00

- * Any program income earned from activities supported by this award shall be reported and subject to 2 CFR 200.80
- * The Sub-Grantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Sub-Grant amount.
- * All match or cost sharing claims must be supported in the same manner as reimbursable expenses.
- * Any approved travel will be reimbursed at the current State of Nevada rates and will comply with all State of Nevada travel policies.
- * The equipment category is reserved for the purchase of equipment and prior approval must be obtained for any equipment purchase. Equipment is defined as tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit.
- * Detailed Time & Effort logs will need to be submitted with any expenses claimed under Personnel/Labor in accordance with 2 CFR 200.430.
- * All contracts must follow the 2 CFR 200 competitive procurement rules and regulations.



NEVADA DIVISION OF FORESTRY FINANCIAL TERMS AND CONDITIONS ATTACHMENT B

Sub-Grant Project Title: **Washoe County Community Forestry Program**

Sub-Grant #:IRA23 24-007

1. **Federal Requirements**

Sub-Grantees must comply with the following: (Available online at: [eCFR — Code of Federal Regulations](#))

Nonprofit Organizations 2 CFR 200.70, 2 CFR 200.104

State and Local Governments, Indian Tribes 2 CFR 200.54, 2 CFR 200.64, 2 CFR 200.90, 2 CFR 200.104

Educational Institutions 2 CFR 200.55, 2 CFR 200.104

2. **Procurement**

All Sub-Grantees must comply with 2 CFR 200 procurement policies and procedures. Sub-Grantee must obtain 3 bids for all applicable services in the Approved Sub-Grant Budget. **Sub-Grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six-year storage period.**

3. **Equipment Purchases**

For the purposes of this sub-grant, equipment per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. **Equipment purchases may not be allowable in all programs and must be pre-approved by the NDF grant program administrator.** Sub-Grantees awarded equipment must follow all rules regarding use, management, and disposal as stated in the Code of Federal Regulations (2 CFR 200.33, 200.313 Equipment).

4. **Payment Methods**

All Sub-Grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures (grant share and matching share) must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of:

a. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (receipts, copy of invoice and check paying the invoice, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the purpose of this sub-award and S.A.M and D.A.M rules. Please note on each document whether it applies to the sub-grant share or the matching share, and percentage of each allocation, if necessary. Final reimbursement request must be submitted to NDF no later than 30 days after expiration of the sub-grant.

b. Advance Payments

Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator. Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. **Sub-Grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry.** Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

5. **Matching Share**

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Sub-grant Budget and the applicable items 1 through 3, as listed above. Requirements for documentation of matching share are the same as the grant share, listed above.

a. Volunteer labor rates may be valued at the current rate on http://www.independentsector.org/programs/research/volunteer_time.html for skilled labor if there is no other justifiable rate to base pay on.

b. Volunteer equipment hours may be valued at the fair market value for the sub-grantees local area or at the current NRCS rates available at http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=NV (click on your county, then on the + next to the sub-file labeled Section I, then on the + next to the cost data, and open the excel spreadsheet called LRF Practice Components Year).

6. **Audits**

Sub-Grantees who expend over \$750,000 in federal funds in a year are required to comply with the Single Audit Act. Sub-grantees must send NDF a copy of any audit conducted in compliance with OMB Circular A-133 ([Circulars | The White House](#)) within 60 days of receipt of the audit report. NDF will respond to the audit within 90 days. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

7. **Records Retention**

Sub-Grantee must maintain records which adequately identify grant receipts and expenditures. **All records must be kept by sub-grantee for six years after the expiration of the sub-grant or pending matters are closed, whichever is later.** The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.



**NEVADA DIVISION OF FORESTRY
PROGRAM TERMS AND CONDITIONS
ATTACHMENT C**

Sub-Grant Project Title: **Washoe County Community Forestry Program**

Sub-Grant #:IRA23 24-007

This sub-grant is awarded under the terms of Public Law 95-313, to Washoe County and accepted for the purpose described in the enclosed narratives. This sub-grant agreement shall become effective when the "Notice of Sub-Grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant at any time before completion of the program.

Sub-Grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

1. Sub-Grant associated changes requiring prior approval from NDF

The Sub-Grantee shall neither assign, transfer, nor delegate any rights, obligations, or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-Grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. **If any of the conditions listed occur or are imminent, sub-grantee shall notify the NDF grant administrator immediately:**

- Change to scope of work
- Change to budget
- Change in key personnel
- Change in completion date of project (must be requested 30 days prior to current expiration)
- Change or substantially new systems
- Audit findings that result in enforcement action by a governmental entity
- Substantive change in financial condition
- Disengagement from the project for more than 3 months (unless contemplated in the grant application)

2. Printed Material

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Federal and Nevada Division of Forestry assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-Grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination, or cancellation of this sub-grant.

3. Clearances and Permits

The Sub-Grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

4. Project Maintenance

Sub-Grantee agrees to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

5. Cultural & Historic Properties

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) (<http://www.achp.gov/regs-rev04.pdf>): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

6. Reports Required

Sub-Grantee is required to submit quarterly progress reports which outline project accomplishments and milestones. Financial Progress Reports are required to accompany every RFR Sub-Grantee shall submit a final report within 30 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. **Sub-grantees who have not submitted a final reimbursement request and final project report within the 30 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry.** Sub-grantee shall have no claim to unexpended funds after completion, termination, or cancellation of this sub-grant.

7. Public Relations

Sub-Grantee agrees to connect with DCNR's Public Information Officer (PIO) or NDF's Education Information Officer (EIO) with updates on project implementation to share on social media, the NDF website, and with stakeholders.

8. NDF Logo

Sub-Grantee agrees to include the Nevada Division of Forestry logo on any printed materials as a result of work produced during the sub-award as requested.



9. **Indemnification**

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-Grantee, its officers, employees and agents.

10. **Trafficking in Persons**

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, contractors under this award, and contractors' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or contracts under the award.
 - b. We as the State awarding agency may unilaterally terminate this award, without penalty, if you or a contractor that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the contractor 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 (Non-procurement)," as implemented by our agency at 7 CFR 3017.
2. Provision applicable to a Recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a contractor that is a private entity—
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the contractor 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 (Non-procurement)," as implemented by our agency at 7 CFR 3017.
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
4. You must include the requirements of paragraph a.1 of this award term in any contract you make to a private entity.
 - a. Definitions. For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
5. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - a. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - b. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**ATTACHMENT D
U.S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Nevada Division of Forestry.

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 shall 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 Transaction," without modification, in all lower tier covered transaction 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

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.

- (1) 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.
- (2) 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.

Washoe County

IRA23 24-007

Organization Name

Sub-Grant Project Title or Number

Name(s) and Title(s) of Sub-Grantee Authorizing Official(s)

Signature(s)

Date



Nevada Division of Forestry
Certification of Subgrantee Authorizing Official(s)
ATTACHMENT E

Sub-Grant Project Title: Washoe County Community Forestry Program

Sub-Grant #: IRA23 24-007

OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:

(Completion of this section is optional. This section is to be used if someone other than the Authorizing Official is authorized to make changes to the subgrant or complete any grant functions as mentioned below.)

I, _____ (name of Authorizing Sub-Grantee Official) certify that in addition to myself, the following are representatives of my organization authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) _____
 (Signature of Sub-Grantee Organization Representative) _____
 (Typed/Printed Name& Title)

(b) _____
 (Signature of Sub-Grantee Organization Representative) _____
 (Typed/Printed Name& Title)

(c) _____
 (Signature of Sub-Grantee Organization Representative) _____
 (Typed/Printed Name& Title)

AUTHORIZED SIGNATURE:

(a) _____
 Typed Name and title of Sub-Grantee Authorizing Official

(b) _____
 Signature of Sub-Grantee Authorizing Official



Nevada Division of Forestry
Acknowledgement of Receipt
ATTACHMENT F

Sub-Grant Project Title: **Washoe County Community Forestry Program**

Sub-Grant #: IRA23 24-007

By signing below, I hereby acknowledge that I have received a copy of and understand the following:

- OMB Circular Uniform Grants Guidance, 2 CFR Part 200
- OMB Frequently Asked Questions for 2 CFR Part 200
- United States Department of Agriculture Forest Service Circular FS-850 “Complying with Civil Rights Requirements”

(Signature of Sub-Grantee Organization Representative)

(Typed/Printed Name & Title)