

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument				
5. Agency: (Name and Address)		6. Recipient Organization: (Name and Address)					
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7. Agency Program Contact:	8. Agency Administrative Contact:	9. Recipient Program Contact:	10. Recipient Administrative Contact:				
11. CFDA Number	12. Authority	13. Type of Action	14. Project Director				

15. Project Title/Description:

16. Entity Type: Profit Nonprofit Higher Education Federal State/Local Indian/Native American
 Other

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19. APPROVED BUDGET

Personnel	\$	Fringe Benefits	\$
Travel	\$	Equipment	\$
Supplies	\$	Contractual	\$
Construction	\$	Other	\$
Total Direct Cost\	\$	Total Indirect Cost	\$
		Total Non-Federal Funds	\$
		Total Federal Funds Awarded	\$
		Total Approved Budget	\$

This agreement is subject to applicable USDA statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by USDA to have been overpaid, will be refunded or credited in full to USDA.

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD

Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument

List of Attachments:

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

**AMENDMENT NO. 1
TO AGREEMENT NUMBER FSA24GRA0011622**

PURPOSE

The purpose of this amendment is to update the Notice of Award, Statement of Work (Attachment 1A), Project Narrative (Attachment 2A), Budget Narrative (Attachment 3A), and General Terms and Conditions (Attachment 4A).

In the case of any conflict between language in this amendment and the award General Terms and Conditions, the provisions of this amendment will control.

REVISIONS TO THE NOTICE OF AWARD (FORM ADS-093):

1. The Approved Budget for the agreement is revised as shown in Block 19.
2. The list of Attachments on page 2 of the NOA has been revised to include this amendment narrative and the revised attachments.

REVISIONS TO AGREEMENT ATTACHMENTS

1. The Agreement Statement of Work (Attachment 1) is replaced in its entirety with Attachment 1A to this amendment.
2. Agreement Project Narrative (Attachment 2) is replaced in its entirety with Attachment 2A to this amendment.
3. The Agreement Budget Narrative (Attachment 3) is replaced in its entirety with Attachment 3A to this amendment.
4. The General Terms and Conditions (Attachment 4) is replaced in its entirety with Attachment 4A to this amendment.

Agreement Number: FSA24GRA0011622

Statement of Work

1. PURPOSE AND OBJECTIVES

The authorizing statute for this agreement is Section 1006 of the American Rescue Plan Act (Pub. L 117-2), as amended by Section 22007 of the Inflation Reduction Act of 2022 (Pub. L 117-169). Section 1006(b)(1) and (b)(2) of the American Rescue Plan Act authorizes assistance and support to farmers, ranchers, and forest landowners and operators; and focuses on addressing the needs of underserved producers through outreach, education, engagement, and technical assistance to increase land, credit, and market access. Section 1006 also provides resources for grants to improve land access, including providing resources related to heirs' property and other land access issues that affect access to USDA programs.

2. SPECIAL CONDITIONS IN EFFECT

This is formal correspondence notifying you that all special conditions included in the original agreement statement of work are rescinded except those included in section 7, NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS and those listed below. Other project activities may commence unless they are associated with NEPA or those outlined below.

BENEFICIARY GRANTS

For purposes of this agreement, Beneficiary Grants are small, one-time-only awards given to eligible producers for purposes that support the goals of FSA Increasing Land, Capital, and Market Access Program and where USDA funding isn't already available. Potential uses of funding include but are not necessarily limited to downpayment assistance for land purchase, land lease or rental assistance, implementation of conservation practices, improving soil quality, purchasing or installing on-farm infrastructure, or to cover costs for supplies, equipment, and maintenance if funding isn't currently available through existing USDA programs.

As program beneficiaries rather than subrecipients, producers receiving Beneficiary Grants will not be subject to the property reporting and disposition requirements set out in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in 2 CFR Part 200. Funds awarded via Beneficiary Grants must be excluded from the Recipient's indirect cost base when calculating indirect costs.

PRIOR APPROVAL OF PROJECT PLAN REQUIRED: Recipient must submit a project plan capturing the details of the Beneficiary Grant component of its project (Project Plan) for FSA review and approval. The execution of any component of a Beneficiary Grants project is not authorized until the recipient has received such written prior approval. The Recipient must also obtain FSA approval for any individual Beneficiary Grant in excess of \$100,000 prior to executing the Beneficiary Grant.

Submit prior approval requests for Project Plans and proposed individual Beneficiary Grants exceeding \$100,000 via e-mail to FPAC.BC.GAD@usda.gov with a copy to Land.Access@usda.gov.

Recipient's Project Plan must include the following items:

1. Intended beneficiaries for the Beneficiary Grants.
2. Eligibility requirements for beneficiaries.
3. Goals of the Beneficiary Grants project, including proposed allowable uses of Beneficiary Grants funds and allowable costs (see 2 CFR 200 subpart E, Cost Principles).
4. A description of the application process (including a copy of the request for applications), competitive review process, and overall budget associated with the beneficiary-grants.

5. A plan for verifying that funds are appropriately spent by beneficiaries in accordance with the Beneficiary Grant award.
6. A plan to assure that improvements or purchases funded with the Beneficiary Grant will continue to meet the objectives of Increasing Land, Capital, and Market Access Program for a specified period of time, as applicable.
7. Internal controls to ensure program resources are protected from waste, fraud, and mismanagement.

Beneficiary Grant projects that involve land disturbing activity will require individual environmental assessments, in accordance with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), and any other relevant environmental compliance laws and executive orders. The Recipient must work with FSA to identify any aspect of its Beneficiary Grants project that involves environmental compliance issues to ensure compliance with the environmental compliance laws and executive orders. See section 7 for further information.

Once the Recipient begins implementation of its Beneficiary Grant project, it must work with producer beneficiaries of the project to provide FSA with at least one success story annually.

LAND ACQUISITION

Any actions related to real property as defined in 2 CFR Part 200.1, such as land purchases, are not authorized, pending agency policy approval. This includes staff time researching costs, working on purchase offers, and all other actions associated with the acquisition of real property. Any work in these areas would be considered voluntary, and the Federal Government will not reimburse for this work.

More specifically, until further guidance is provided, the recipient is prohibited from incurring costs for:

- Site Manager salary and fringe benefits
- Workstation for the Site Manager
- Shipping Container purchase and delivery
- Irrigation supplies
- Cooler and associated supplies
- Wash Stand and associated supplies
- Land Purchase
- Contract for gravel parking lot construction
- Contract for power installation

Contract for water installation

LENDING/REVOLVING LOANS

Any actions, in regard to Lending/Revolving Loans are not authorized, pending policy approval. This includes staff time creating recipient applications, determining interest rates, loan terms, eligibility terms, and length. Staff is also excluded from spending time establishing the lending and revolving loan programs and engaging in any administrative and programmatic activities that may be necessary to establish these programs.

Any work in these areas would be considered voluntary and the Federal Government would not be able to reimburse for this work. Please ensure that you adhere to these instructions to avoid incurring any disallowed costs.

Until further guidance is provided, the recipient is prohibited from incurring any of the following costs to avoid any disallowed costs:

- Contract with AltCap for bridge loan administration may not commence.
- No loan loss reserve funds may be expended.

3. PROJECT NARRATIVE

The recipient will carry out the project described in the Project Proposal; the referenced Project Proposal is incorporated as Attachment 2A.

4. BUDGET NARRATIVE

The official budget as noted in the award and described in the attached Budget Narrative (Attachment 3A) will be considered the total budget. Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the obligated amount.

5. REPORTING REQUIREMENTS

- a. The recipient must submit performance progress reports to the Results Verification System (RVS) quarterly, according to the following schedule for each year of the agreement. For 2024, the progress report due by March 31 is not required. Thus, the first progress report due in 2024 will be by June 30. Attach only 1 report per email with a copy to FPAC.BC.GAD@usda.gov.

March 31
June 30
September 30
December 31

- b. The recipient must submit financial reports (SF-425) to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov. If the recipient requests reimbursement payments only, the first financial report is due June 30, 2024, and bi-annually thereafter. Thus, for year 1 of the agreement, the financial report due dates are as follows. Subsequent years of the agreement follow a similar schedule. Attach only 1 report per email.

Financial Report #1: June 30, 2024
Financial Report #2: December 31, 2024

If the recipient requests advance payments, financial reports are due at the same time as performance progress reports, which are as follows:

March 31
June 30
September 30
December 31

6. PAYMENT INFORMATION

Payments under this award will be made upon submission to FPAC.BC.GAD@usda.gov of a properly executed SF-270, Request for Advance or Reimbursement, with appropriate supporting documentation. Additional information regarding payment supporting documentation is provided in the General Terms and Conditions for Agreements Processed Outside of ezFedGrants (eFG) (see Attachment 4A). Also see <https://www.fpacbc.usda.gov/about/grants-and-agreements/awardpayments/index.html> for preparation and submission guidance.

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The National Environmental Policy Act (NEPA) environmental review process must be completed for

activities under this agreement, including any NEPA-related activities under Beneficiary Grants, as well as construction activities, with potential impacts to the human environment prior to the recipient drawing down funds or incurring expenses under this Grant Agreement. Before the NEPA process is completed, Federal regulations specify acceptable actions in 40 CFR 1506.1. FSA reserves the right to de-obligate funds obligated under this grant agreement (or to require the return of such funds) in the event a recipient breaches or otherwise fails to perform under any of the grant requirements.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions applicable to this award (General Terms and Conditions for Agreements Processed Outside of ezFedGrants (eFG)) are attached and incorporated as Attachment 4A. They are also available online at the following link:

https://https://www.fpacbc.usda.gov/Assets/fpacbc/files/about/grants-agreements/general_terms_and_conditions_non-efed-march_2024-1.pdf

Introduction

The Kansas City metro area is characterized by a high availability of vacant or undeveloped urban land including pockets of historic farmland. Much of this land is owned or maintained by our two biggest governments, Kansas City, MO (KCMO) and the Unified Government (UG) of Kansas City, KS and Wyandotte County, KS. Non-profits and institutions of higher education offer a wide range of courses for farmers that result in dozens of beginning farmers looking for growing space each year. Existing farmers, especially in the urban core, are seeking additional land and resources to build infrastructure to grow their farm businesses. These farmer populations include refugees and New Americans (New Roots for Refugees), Black growers (KC Black Urban Growers), students pursuing degree certificates in agriculture (Johnson County Community College), adult learners seeking education and farm apprenticeship opportunities (Growing Growers) and those who come to farming through other channels.

This project focuses on two major counties in the region: Jackson County, MO and Wyandotte County, KS. According to USDA Ag Census data, Kansas and Missouri continue to experience an overall decline in both the number of farms/operators and acres of land in farms/agriculture. Based on our experience with KC Metro farmers, and through conversations with Kansas Farm Bureau, the loss of agricultural land is felt more intensely in and around large metropolitan cities (Kansas City, Wichita, St. Louis, etc.). Although both Jackson & Wyandotte counties have landbank programs with thousands of vacant urban lots available – they are primarily reserved for development. According to the Wyandotte County Landbank, over the past 5 years, only one landbank property has been granted for the purpose of farming or gardening. KCMO has followed similar practices that favor commercial and residential development over green space.

Wyandotte County, the 4th most populous county in Kansas, has seen a sharp decline in farmland and number of farms. Farmland acreage decreased by over 50% from 1997 to 2017; in 1997 over 22,000 acres were in farmland with 216 farms, by 2017 those numbers fell to 12,395 and 158 respectively. In Jackson County, MO, the number of producers has not declined as sharply, from 765 in 1997 to 706 in 2017, but agricultural land declined by nearly 45,000 acres. According to American Farmland Trust's "Farms Under Threat Report": "67% of Wyandotte County's conversion is projected to occur on the state's best land between 2016-2040," in Jackson County, MO that percentage estimate rises to 79%. In the last 10 years alone, Wyandotte County lost nearly 3,000 agriculturally zoned acres, likely turned commercial or residential.

Cultivate KC is a non-profit organization working to grow food, farms, and community in support of a sustainable and healthy local food system for all. This work supports urban farm businesses in the KC metro area through education, technical assistance, training, mini grants, tool library, bulk cooperative purchases, jobs board, policy advocacy, and coalition building. Each year we serve an estimated 200 urban and peri-urban farmers.

Since 2008, Cultivate KC has co-managed New Roots for Refugees (NRFR), a 4-year farmer training program for refugees with agricultural backgrounds starting their own small farm businesses. The program is a partnership with Catholic Charities of Northeast Kansas (CCNEK), an organization that manages most of the refugee resettlement on the Kansas side of Kansas City. To date, NRFR has graduated 44 farm families, 33 of which are still actively farming, primarily

in Wyandotte County. Until 2019 graduates moved off Juniper Gardens Training Farm (JGTF), the incubator farm, and onto their own land. More recently, farmers have faced difficulty accessing farmland or homes with farmable acreage. Real estate prices have soared, interest rates have increased, and western Wyandotte county (the less developed part of the county with larger lot sizes and ample farmland) continues to see a sharp increase in commercial and residential development. Since 2020, NRFR graduates have been able to lease land at JGTF, as the program has reduced the number of participating families each year. Graduates leasing on-site have increased each year since 2020 – from 3 to 4 to 6 and finally to 8 in 2023. There is a clear demand for accessible farmland geographically close to where graduate farmers live. Most farmers are unwilling to move out of the city and county because they want to keep their children in the same school district and stay in their communities.

Although land access is the primary challenge to these local farmers, other challenges arise once land is acquired. There are significant barriers to obtaining infrastructure to successfully farm the land, including, but not limited to: waterline and irrigation costs, electric hook up, fencing, soil amendments or remediation, infrastructure such as washstands, coolers, and greenhouses. For a beginning farmer, the amount of money required for both a land purchase and infrastructure improvements can be prohibitive. Fortunately, Kansas City has a few resources to assist with funding, such as the KC Grow Water Access grant, Get Farming Mini Grants administered by Cultivate KC, as well as FSA and USDA programs. While these programs tackle some barriers, they are imperfect. The KC Grow grant is not available in Kansas, qualified mini grant applications far exceed the available funding, and FSA and USDA applications can be difficult for farmers with limited English and technology skills, or inadequate funds to pay up front for reimbursable grants.

Cultivate KC, through our work supporting urban farmers for the last 17 years, has identified four significant needs of area growers:

1. Access to farmland that is ready to put into production;
2. Access to capital to purchase land that can be developed into farmland as well as fund infrastructure needs;
3. Pathways for farmers to access and develop land that is currently available for urban farming; and
4. Access to bridge loan funding to facilitate participation in reimbursable, government grant opportunities.

Accordingly, the main goals of this proposal are to (1) increase access to affordable and geographically appropriate farmland for urban farmers in our area; and (2) increase participation by urban farmers in federal, state, and local grant and loan programs. We are applying for tier 4 local funding, and our project will address these goals using the following strategies:

- Create an additional incubator farm that can support up to 10 farmers running independent small farm businesses. At this site, we will explore and identify the best model to preserve the land for the long-term use of urban agriculture.

- Integrate a free, open-access LandLink platform into existing farmer resources and devote staff time to assist with “match-making” between urban/peri-urban land holders and land seekers.
- Create a city-level position to address food systems challenges related to farmers accessing land and operating within municipal regulations for developing the site and operating an urban farm business.
- Provide seed money (in the form of AltCap’s access to capital) and staff to manage a revolving loan fund to assist farmers who have been awarded reimbursable grants and need bridge funding; provide technical assistance to farmers looking for longer term financing.

These strategies will be collaboratively administered by the farmers that they aim to help. A Coordinating Committee with representatives and growers from NRFR, KC Black Urban Growers (KCBUGS), Growing Growers, CCNEK, JCCC, Worth Clark Realty, KC Healthy Kids, Unified Government of Wyandotte County, KCMO Office of Environmental Quality (KCMO OEQ), and AltCap (a KC-based CDFI) will meet quarterly to ensure equitable implementation of project goals. At the additional incubator farm, a leadership team will closely oversee the site. For the past three years, NRFR has had a Farmer Leadership Team – a group farmers & graduates nominated to serve a 1-year term that works closely with staff members to develop the program and ensure programming is farmer-centric. A similar model will be used at the additional site.

Objectives and Outcomes

Our goals for this proposal are to: (1) increase access to affordable and geographically appropriate farmland for urban farmers in the Kansas City metro area; and (2) increase participation by urban farmers in federal, state and local grant and loan programs. Each goal will be achieved using a variety of strategies that include existing partners and new staff who will dedicate their time to this purpose.

Goal 1: Increase access to affordable and geographically appropriate farmland for urban farmers in the Kansas City metropolitan area

Objective 1.1: Expand footprint of and participation at existing incubator farm.

Description: Cultivate KC and CCNEK currently operate JGTF, which houses farmers-in-training enrolled in the New Roots for Refugees program. Each year, the program trains 10-12 farm families and leases land to 4-8 program graduates. After graduation, historically they leave the training farm and continue farming on owned or leased land. However, as urban and suburban land has become more expensive and difficult to access, we have allowed graduates to remain on the land leaving less space for incoming farmers.

In addition to demand outstripping the supply of farmland we can offer farmers in our program, there is demand for land from other organizations providing farm training, apprenticeships, and support for beginning farmers. These include the JCCC Sustainable Agriculture Certificate program, Growing Growers Kansas City apprenticeship and training program (primarily staffed

by Kansas State University), KC BUGs. Each of these programs works with 10-20 new farmers each year, many of whom are also land seekers. Through this objective, we are seeking to purchase and develop an additional 10 acres of farmland to develop for the purpose of farm incubation for beginning farmers who require less training and mentorship, but still benefit from access to developed farmland and shared infrastructure. A site manager would provide general maintenance of the site and be a point person for any shared equipment and infrastructure.

Outcomes: We anticipate that ten farmers would be able to use this site. These ten may not be the same ten throughout the grant period as farmers who are incubating will be working towards acquiring capital and financial records to be able to purchase land off the incubator.

Objective 1.2: Create urban/peri-urban LandLink platform and staff support for land seekers and landowners.

Description: While Cultivate KC and other organizations are frequently contacted by landowners and land seekers, our region lacks a formal land link platform and associated programming that is free of charge and geared towards urban growers. Staff at KC Healthy Kids manage a regional KC Food Circle map, a powerful tool to promote local farmers and help increase sales in the local food economy. Using similar mapping tools, the KC Healthy Kids platform will be used to help organize both requests from farmers who are looking for land and offers of land by landowners while protecting the privacy of both parties. Staff support from Cultivate KC Metro Farms and Food Systems (MFFS) and KC Healthy kids will manage intake forms and the match-making process. Research¹ shows that land link programs that provide education for both owners and seekers, one-on-one facilitation of matchmaking, and assistance with all phases of a farm transfer are more successful in making matches than programs that simply provide a platform for listing.

Outcomes: By the third year of the grant, the LandLink platform will be live on the KC Healthy Kids website. By incorporating outreach for the LandLink platform into existing events (such as the Local Food Expo, the Kansas Specialty Crop Growers Association annual conference and newsletter, and the High Plains Growers conference), we will recruit a minimum of 10 owners and seekers each grant year in years 3-5.

Objective 1.3: Hire a Food Systems Coordinator in the Kansas City, Missouri Office of Environmental Quality (OEQ).

Description: The KCMO EOQ recently completed a Climate Protection and Resiliency Plan² which identified the need for a food systems coordinator. This position will advocate for municipally owned lands, particularly those held in the city's land bank, to be used for farming. Between Kansas City, MO and Kansas City, KS, there are an estimated 10,000 vacant urban

¹ Valliant, J. C., Ruhf, K. Z., Gibson, K. D., Brooks, J. R., & Farmer, J. R. (2019). Fostering farm transfers from farm owners to unrelated, new farmers: A qualitative assessment of farm link services. *Land Use Policy*, 86, 438-447.

² Kansas City, Missouri Climate Protection and Resiliency Plan. 2022 <https://indd.adobe.com/view/420afb37-76c2-47e8-b078-f16d508febaf>

lots³. The process to obtain a lot is complicated and restrictive. The food systems coordinator will work across government agencies to reduce barriers to acquiring land and assist urban farmers with navigating the city requirements they face when establishing a farm site.

Outcomes: There will be an increase in the number of municipal-owned vacant lots that are being purchased for urban farming throughout the metro. The baseline of land bank lots used for this purpose over the past few years has functionally been zero; this position will be tasked with identifying lots that are most ideal for urban agriculture and facilitating the sale of these lots to farmers who will be good stewards of the land.

Goal 2: Increase participation by urban farmers in federal, state, and local grant and loan programs.

Objective 2.1: Partner with AltCap to create a low barrier to entry bridge loan fund for farmers who have been awarded government grant funding

Description: We have heard from farmers and representatives from government agencies that one of the biggest barriers to applying for a government grant is the lack of up-front capital needed to participate in a reimbursable grant. Urban farmers in our community are eligible to apply for funding from the USDA, the NRCS, and the Missouri Department of Agriculture. Bridge loans can be obtained through a variety of institutions (including FSA), but they aren't often tailored to the needs of the urban and/or socially disadvantaged farmer. Once a grant award has been made, farmers have between 3-12 months to complete a project. The process of applying for a loan might take 45-60 days and require records that either don't exist or are difficult to produce. AltCap will offer a 0% interest low barrier to entry bridge loan program for farmers who have been awarded government grant funding, and loan processing will move quickly. Cultivate KC will facilitate the relationship between the farmer and lender and will also provide the funding for the loan loss reserve should anyone default on a loan.

Outcomes: Once the program is established, AltCap will provide up to \$630,000 of their capital over five years to write bridge loans for farmers who have qualified for federal cost-share programs, causing an increase in participation in government grant programs. As funds grow in the loan loss reserve beyond the 10% minimum, these funds will be diverted to Cultivate KC's mini grant program.

Objective 2.2: Increase available funding for existing local mini grant programs

Description: Since 2011, Cultivate KC has awarded \$231,042 in mini grants (maximum grant size of \$3,000) to 127 farmers in the Kansas City area. These grants are used by farmers to add or improve infrastructure (washstands, coolers, greenhouses, etc.) and to purchase equipment like walk-behind tractors. Each year, the demand for the grant program far exceeds the available funds. In 2022, we received 22 individual requests totaling \$62,500 and we were able to award \$12,500. KC BUGs has recently added a micro grant program (maximum grant size of \$500) for

³ Tesfaye, E. Midwest cities have plenty of vacant lots. So why can't urban farmers buy that land?
<https://www.kcur.org/2022-11-03/midwest-cities-have-plenty-of-vacant-lots-so-why-cant-urban-farmers-buy-that-land>

black growers in the Kansas City area. We believe that one of the easiest ways to increase Kansas City grower's access to capital is to increase the funding pool for these two existing and fully staffed programs.

Outcomes: By adding an additional \$10,000 a year to existing mini grant programs, we anticipate that 2-3 urban farmers each year of the grant will gain access to capital for small projects that will impact their viability.

Objective 2.3: Connect farmers with existing funding sources offered through NRCS, FSA and State Departments of Agriculture and provide education and technical assistance on financial topics including record keeping, budgeting, tax filing and loan/grant applications.

Description: Staff from Cultivate KC, CCNEK, and AltCap have experience teaching financial topics as well as working with partners to provide education and training. The Coordinating Committee will formulate a plan to include similar education in all program aspects outlined in this grant proposal. Our staff also have worked to forge relationships with FSA, NRCS and both Missouri and Kansas Departments of Agriculture to connect farmers to existing resources. Primarily these connections have been made for refugee farmers in the NRFR program. In partnership with these government agencies, the Coordinating Committee will also formulate a plan to bring farmers together with representatives who can connect them with existing funding. Funders can also learn from urban farmers what the existing barriers are to accessing capital.

Outcome: Farmers who have participated in incubator farm, received a bridge loan, sought assistance through the LandLinking platform or have used municipal services to acquire urban land will report an increase in knowledge on defined financial topics that will assist in future access to capital and land. Additionally, we will see an increase in the number of farmers accessing capital through available government resources and perhaps the creation of new (or modification of existing) loan/funding programs that are tailored to the needs of urban growers.

Metrics: Through the objectives outlined above, it is our intent to focus on increasing access to land and capital for urban and socially disadvantaged farmers – this includes the audience with whom we already have a relationship. Our standard practices for data collection include: demographic/geographic info, pre and post-surveys, reporting of sales figures, tracking attendance at events and the time spent on teaching and technical assistance for each farmer. We will add to this list: conversion rate for farmers introduced to USDA loan/grant programs, self-report on socioeconomic status, and intersection of our target audience's geographic location with the climate and economic justice screening tool.

Approach

Obj	Activities	Approach	Timeline
All	Assemble Coordinating Committee & meet regularly	Grant Kick-Off In-person meeting and quarterly meetings throughout grant cycle. Commitments have already been made by most committee participants	Year 1 Quarterly Meetings

All	Project staff will receive training and professional development on topics related to grant outcomes	Select project staff will attend virtual trainings offered by Farm Commons (Guiding Resilience: A Legal Workshop for Farm Service Providers) Project staff will have opportunities to attend conferences	Ongoing
1.1	Hire NRFR Director	Seek internal candidates, Coordinating Committee will support recruitment through local & national channels (listservs, regional universities, job boards, physically locations)	Year 1
	Purchase land	Work with local realtor to purchase minimum 10-acre site	Year 1
	Add basic infrastructure: water line, gravel parking lot, washstand, tool storage	Contract out projects for waterline, gravel dumping/leveling, orders shipping container storage unit, hire out building of washstand	Year 1
	Hire site manager	Seek internal candidates, Coordinating Committee support recruitment through local & national channels	Year 2
	Add additional infrastructure	Add coolers, and electric hook up	Year 2
	Onboard incubator participants and establish Farmer Leadership Team	Promote open land among network of NRFR graduates Rely on Coordinating Committee to support outreach efforts among their clients	Year 2 to 3
	Ongoing check-ins and education	Work with Farmer Leadership Team to connect incubator farmers to project resources and networking/education opportunities	Year 2 to 5
1.2	Create online platform	Establish online platform for land linking – this will be embedded into the KC Healthy Kids website and linked on relevant Coordinating Committee websites	Year 1
	Outreach to landowners	Promote LandLink site to landowners through: Local Farm Bureaus, realtors, National Farmers Union, existing newsletters, Coordinating Committee outreach	Year 2
	Outreach to seekers	Promote LandLink to land seekers: NRFR, Cultivate KC, National Young Farmers Coalition, Coordinating Committee	Year 2
	Compile and update resources for matchmaking (MO&KS)	Lease templates, legal contacts, lease to own structures compiled and continuously updated	Year 1 & Ongoing
	Hiring MFFS associate	Seek internal candidates, have Coordinating Committee support recruitment, list through various local & national channels	

1.3	Hire Food Systems Coordinator at KCMO Government	Cultivate KC & Coordinating Committee will support recruitment, list through various local & national channels	
	Community forums with stakeholders	Host annual community forums for growers and food system leaders/businesses to give feedback, voice concerns, share policy goals, etc.	Year 1-5, Annually
	Intragovernmental task force on land access	Establish a task force on land access including municipalities across Kansas City metro region	Launch Year 1
	Research nationwide municipal food systems coordinator positions and policy scan	Adopt best practices from existing city-level positions and urban land access policies from around the country	Year 1-5
	Advocate for policies and build relationships that put food and agriculture in the forefront	Identify barriers faced by urban farmers and work with appropriate KCMO departments to address barriers. Participate in relevant committees to raise urban agriculture as a priority	Year 1-5
	Provide 1-on-1 support for urban farmers to navigate city processes related to building farm business	Coordinating Committee will refer urban farmers to Food Systems Coordinator for assistance with navigating farm development	Year 1-5
2.1	Design loan process and establish loan loss reserve fund	AltCap, Cultivate KC, & Coordinating Committee will work together on loan process design	Year 1
	Promote revolving bridge loan fund, develop branding and messaging around loan fund	AltCap will lead on branding and messaging, Cultivate KC and Coordinating Committee will promote through existing channels and networks	Years 1-5
	Review applications, award bridge loans, and evaluate process and fund annually	Coordinating Committee & AltCap will lead this process	Ongoing, Years 1-5
2.2	Add additional funds to Mini Grants pool, conduct grant outreach/promotion	Promote through Cultivate KC and KC BUGs channels (social, newsletter, website), supported by Coordinating Committee	Annually, winter
	Applications, review, etc.	MFFS staff and KC BUGs will lead Mini Grant review committee to make awards	Annually, winter
	Awarding of grants & distributing funds	MFFS staff and KC BUGs will oversee grant agreements and fund distribution	Annually, spring
	Check ins and TA with Mini Grant recipients	MFFS staff will conduct site visits to mini grants and be available for project support	Annually, fall
	Report out/evaluate	MFFS Manager will report and evaluate the impact of increased Mini Grant funds	Annually, summer

2.3	Annual event bringing government agencies together with farmers with and without interpretation	Host two annual events to bring together farmers and service providers (FSA, USDA, SARE, NRCS, etc.). One event will be hosted with interpretation, and one without. Events will be hosted on NRFR farm site(s) and at another location that is central and convenient for many farmers	Annually, summer
	Connect service providers with growers at Annual Farmers & Friends Meeting	Annual Farmers & Friends Meeting, Cultivate KC's annual conference, will host 200+ farmers & growers and will invite service providers to table & share info with growers (FSA, USDA, SARE, NRCS, etc.) NRFR Director will ensure that event has language access/interpreters available.	Annually, February
	Annual farm tax class and record keeping with and without interpretation	Host annual recordkeeping and farm tax workshops, with and without interpretation, at centrally located venues	Annually, winter
	Annually support farmers who need interpretation/translation services in applying for grant/loan programs	NRFR staff hosts group and individual meetings around grant/loan cycles to support farmers in applying for various funding opportunities.	Annually, ongoing
	Growing Growers class about applying for loans/grants, partnership with gov agencies	As a part of the Growing Growers annual workshop series, Cultivate KC will coordinate a workshop on applying for loans/grants in partnership with government agencies (FSA, NRCS, SARE, etc.)	Annually

Recruitment for Workshops & Outreach Events: Recruitment and promotion for events and workshops will happen through Cultivate KC channels (social, newsletter, website), as well Coordinating Committee & grant partner channels (Growing Growers, JCCC, CCNEK, KC Black Urban Growers, KC Healthy Kids). NRFR schedules directly with all farmers-in-training and program graduates via group chats, Messenger, and direct phone calls/texts and will schedule and coordinate all interpretation.

Innovation: Much of what we are proposing can be found successfully employed in other communities. We have learned from our peers how best to offer land linking services and we have 15 years of experience in operating an incubator program. Our program demonstrates innovation in the following ways:

- By aligning food and agriculture with climate resiliency and proposing that the KCMO Food Systems Coordinator position be housed within the Office of Environmental Quality, land access for urban farmers will be seen not only as a means of increased economic development and local food security, but also a tool to revitalize vacant lots and sequester carbon.

- Our partnership with a CDFI to offer no-interest loans is made possible because our staff will take on both the task of vetting the applicants and providing the loan loss reserve as well as providing technical assistance to help participants complete their land purchases and/or infrastructure build.
- Leveraging the loan loss reserve to make quick purchases of urban lots on behalf of urban farmers is a model that addresses the need for quick access to capital in a competitive real estate market with the protection of a larger organization who can place a farmer immediately while they are gaining access to capital.

Sustainability:

- The expansion of the incubator farm will be achieved primarily through the capital purchases of land and infrastructure. Staffing and ongoing maintenance beyond the grant period will be included in the overhead costs of operating the NFRF program, which is a shared expense of Cultivate KC and CCNEK. Existing funding for this program is provided by a combination of government and foundation grants as well as private donations. Adding a piece of land to our program that is owned rather than leased will increase the overall sustainability of our program.
- Staff from Cultivate KC and KC Healthy Kids will use the staff time funded by this grant to develop the listing platform, compile shareable resources, and produce collateral for outreach. Ongoing work beyond the grant period will primarily be focused on matchmaking and will be built into the duties of the Cultivate KC MFFS staff.
- The revolving bridge loan product is designed in such a way that the initial loan loss reserve fund will be used to sustain the program. Local investment will be sought to continue to cover administrative fees that keep the bridge loans at or near 0% interest.
- At the end of the grant period, the government of Kansas City will assess the need to continue the food systems coordinator position. The position will have positively impacted policy that will make it easier for urban farmers to access land and establish a business in the future.

Scalability: As we see the population increasing in most urban areas in the US,⁴ the increased need for local food production will continue to compete for space among the many uses of land. Non-profit organizations like ours that lease land and that manage farmland for farmers in training and/or incubator participants are always at threat of losing their space to development. We believe that more farmland should be set aside in urban and suburban spaces using the farm incubation model in tandem with increasing access to land for farmers who wish to own their land. The spoke and hub model of a larger incubator farm with shared infrastructure supporting farmers growing on vacant lots is a model that could be replicated in other similar urban areas.

⁴ Frey, W. H. (2021, October 28). 2020 Census: Big cities grew and became more diverse, especially among their youth. Brookings Institution website: <https://www.brookings.edu/research/2020-census-big-cities-grew-and-became-more-diverse-especially-among-their-youth/>

Likewise, a partnership between a CDFI and an urban-farming non-profit could be replicated on a larger scale by involving the FSA as a partner and using the local CDFI/non-profit relationship to assist in FSA loan making at the local level.

Challenges: Our greatest concerns are: competition from developers for urban land purchases, the difficulty of breaking down existing barriers in municipal policies, and a job market with a reduced candidate pool. We plan to overcome these challenges by building relationships with landowners (including Land Banks), providing education and awareness for policymakers, and creating meaningful job descriptions with good benefits. We aren't concerned about recruitment as we already have a good relationship with many urban and socially disadvantaged growers in our area and our collaborative has the resources to extend current outreach efforts.

Personnel and Resources

Cultivate KC

Cultivate KC will lead, oversee, and administer all aspects of this project. The organization's area of expertise is in working directly with urban farmers in the Kansas City metropolitan area to provide technical assistance, training, education, advocacy, and outreach. The NRFR program offers these services directly to underserved producers through the four-year training program and continued support for graduates of the program. Cultivate KC has also played a role in supporting the founding of KC Black Urban Growers and the Growing Growers apprenticeship program.

-Semra Fetahovic, Juniper Gardens Training Farm Program Manager, Cultivate KC

Semra and her family resettled in a neighborhood adjacent to JGTF as refugees in 2000. In 2018, she began her work with Cultivate KC and has been responsible for all aspects of managing the program, including farmer training and support, staff supervision, program evaluation and development, budget management, and sales support. Semra has helped expand the program to focus more on continuing to support farmers that have been trained through the program, while continuing to train new farmers each year. She also has led farm infrastructure development project on Cultivate KC owned land adjacent to the training farm site, and a current SARE grant to increase the climate resilience of refugee farmers in Kansas City and beyond. Semra has a B.A. in International Business from Truman State University and a Masters in Organic Agriculture & Food Systems from the University of Hohenheim in Stuttgart, Germany.

-Ami Freeberg, Metro Farms & Food Systems (MFFS) Program Manager, Cultivate KC

Ami began her career with Cultivate KC in 2008 and has gained extensive experience in communications, outreach, and community engagement with urban farmers and food system advocates. Her current role is the Metro Farms & Food Systems manager where she works with farms and food projects to help grow Kansas City's local food system through providing technical assistance, training, networking, grant making, and support services, as well as collaborating on local food policy efforts. She is currently providing technical assistance to graduates of the NRFR program through an NRCS Cooperative Agreement and serving on the coordinating team for a Regional Food System Partnership project. Ami has a strong presence in the local food community; she developed and runs Longfellow Farm, an entirely volunteer-run urban farm where neighbors work together to grow food and build community. Ami has a B.A.

in Sociology and Global Development Studies from Grinnell College and is currently completing a M.S. in Sustainable Food Systems and certificate in Food Policy and Sustainability Leadership through Arizona State University.

AltCap

AltCap is a Community Development Financial Institution (CDFI) based in KCMO with more than 15 years of history making investments in capital and resource starved communities in Missouri and Kansas. They deliver of accessible and innovative financing products, targeted small business and economic development programming, and the development of strategic partnerships that promote inclusive and equitable economic growth.

-Ruben Alonso III, Chief Executive Officer, AltCap

As CEO of AltCap, Ruben is responsible for the administration, management and ongoing growth & development as well as strategic direction of the organization. Under his leadership, AltCap has grown from a local community development entity specializing in New Markets Tax Credit (NMTC) facilitated financing to a high performing, impact driven CDFI and SBA Microloan Intermediary providing alternative capital to communities and small businesses throughout Missouri and Kansas.

Since 2008 Ruben has led AltCap's participation in the NMTC Program, helping the organization secure \$213MM in allocation from the CDFI Fund to date which has resulted in over \$250MM in impact investments in Kansas City since 2010. After getting AltCap certified as a CDFI in 2015 and SBA microlender in 2017, Ruben has led the development of its small business and micro loan products, which have provided over \$30MM in financing to entrepreneurs and small businesses under served and overlooked by traditional financial institutions. Ruben continues to lead AltCap's growth, having reached over \$30MM in assets (\$150MM off-balance sheet) in 2021 and has expanded its geographic footprint to include Missouri and Kansas – enabling it to serve more communities and small businesses shut out of the financial mainstream.

Catholic Charities of Northeast Kansas (CCNEK), New Roots for Refugees Program

NRFR staff at Catholic Charities focus on providing support to farmers in developing their business management skills, creating market opportunities, and learning farm-specific English language skills

-Kristin Selby, Program Manager, New Roots for Refugees, CCNEK

Kristin is a TESOL certified instructor, holding a bachelor's degree in English Literature from Kansas State University. She has been teaching, tutoring, and developing curriculum for English language learners for the past seven years. Ms. Selby served as the Program Specialist in the New Roots for Refugees program from 2019 to 2022, developing and delivering curriculum for English & farm classes, coordinating farmers' market placements, training community partners and staff in language access principles, and recruiting, training and overseeing volunteers used in the program. In 2022, Kristin became the program manager of New Roots for Catholic Charities and is responsible for overseeing all aspects of program that Catholic Charities is responsible for.

Growing Growers

With growing demands in fruit and vegetable production across the U.S., including Kansas City, the Growing Growers program was developed in 2004 by Kansas State University to train new and existing specialty crop farmers on effective growing practices for Missouri/Kansas soils and climate. The Growing Growers program provides education to new and experienced growers through a farm apprenticeship program and an annual workshop series. The Growing Growers program also maintains a listserv for communication and information sharing, which is critical to the success of land linking and outreach about this project. Participants include area growers, restaurateurs, grocery stores, extension agents, and other parties interested in the local farming industry. This program is a collaborative effort of K-State Research and Extension, University of Missouri Extension, Lincoln University Cooperative Extension, the Kansas City Food Circle, KC Healthy Kids, Kansas City Food Hub, Cultivate KC, and the Kansas Rural Center.

-Cary Rivard, Professor and Extension Specialist in the Department of Horticulture and Natural Resources, Kansas State University

Cary Rivard is a Professor and Extension Specialist in the Department of Horticulture and Natural Resources at Kansas State University. Since 2010, Dr. Rivard has overseen a program, Growing Growers Kansas City, which seeks to provide training for beginning and/or underserved farmers. He has also provided formal and informal training since this time at the Juniper Gardens Training Farm through workshops and site visits. Although most of Dr. Rivard's extension program surround crop production practices, he has extensive experience in training, education, and outreach that will help to promote equitable participation in USDA programs. Furthermore, his role as an extension specialist at KSU will allow him to provide further outreach through training and technical assistance to extension agents in Kansas and Missouri. He received his B.S. in agricultural sciences and biology from Truman State University in Kirksville, Missouri. He completed his M.S. and Ph.D. in plant pathology at North Carolina State University as a member of the Integrated Disease Management Lab.

Johnson County Community College Sustainable Agriculture Program

The Sustainable Agriculture program at Johnson County Community College (JCCC) is designed to help aspiring and beginning farmers further the skills and knowledge they need to succeed in the agriculture world. The program teaches the science and long-term skills of growing food for local markets in ecologically, economically, and socially sustainable ways. A Sustainable Agriculture Certificate will teach the principles and practices of sustainable agriculture with a focus on direct market sales, including hands on experience on Open Petal Farm, JCCC's three-acre farm on campus.

-Rebecca Layne, Assistant Professor of Environmental Science and Sustainable Agriculture, Johnson County Community College

Rebecca Layne is an Assistant Professor of Environmental Science and Sustainable Agriculture at Johnson County Community College (JCCC). Rebecca has a master's degree in Wildlife Biology from Missouri State University. Rebecca is currently working on a second master's degree from Kansas State University in Horticulture with an emphasis in Urban Food Systems. Her current research involves comparing insect diversity in rural and urban farms around Kansas

City. Rebecca has been teaching for 12 years at JCCC and enjoys leading classes in Environmental Science, Freshwater Ecology, Sustainable Market Farming, and Community Gardens. She also assists in advising students within the Sustainable Agriculture certificate program. Rebecca believes in field studies as a primary method for learning science and values building connections between her students and the community through service learning.

Kansas City Black Urban Growers, Inc.

KC BUGs exists to support Black urban growers in the Kansas City area. They are committed to building networks and community support for Black urban growers through education and communication, advocacy and policy, and funding opportunities. For KC BUGs and their purposes, the broader vision of urban agriculture at large begins in the eyes of Black urban growers, and the granular work that they aspire to do. Over the years, KC BUGs and its Founder/CEO Founder has worked with worked with Cultivate KC to help ensure that BIPOC growers have a place at the table, as well as voice in Kansas City's food system.

-Dina Newman, Founder/CEO, Kansas City Black Urban Growers, Inc.

Dina Newman served as the Ivanhoe Neighborhood Council's Health Initiatives Manager and Advocate for Change from 2010 to 2016. There, she developed and implemented advocacy strategies that helped to promote healthy children in one of Kansas City's largest, low-wealth, Communities of Color. Ms. Newman developed strategic and tactical advocacy plans; mobilized the community around quality of health issues; created broad-based alliances; and developed projects that addressed health inequities. It was through her innovative visioning and project management that the Grown in Ivanhoe Project, a local and nationally acclaimed healthy food access and urban agriculture initiative was developed. She went on to create and manage the Ivanhoe Farmer's Market. As a former steering committee member of The Food Policy Coalition of Greater Kansas City, member of the Cultivate KC Program Committee, and a five-year grant reviewer for the "Get Growing" mini grant program, Ms. Newman is well known and respected in the urban agriculture community.

In 2015, Dina left the Ivanhoe Neighborhood Council to go work as the Executive Director of the University of Missouri-Kansas City (UMKC) Center for Neighborhoods. Her efforts consist of close collaboration with faculty on the Center's curriculum development, programs, technical assistance, fundraising, grant writing, and related activities. Additionally, she is responsible for the oversight and direction of the Neighborhood Leadership Training classes and workshops. Almost 200 neighborhood leaders have been trained under her leadership.

KC Healthy Kids

KC Healthy Kids works to forge partnerships with organizations and elected officials to boost the ability of communities to identify needs, develop plans, and advocate for comprehensive change to protect and improve kids' health and well-being. A central focus is making healthy, local food available to all communities in the KC Metro Area, including operating the KC Food Circle Directory, championing local and regional food systems through policy advocacy, and hosting the Eat Local KC Map. KC Healthy Kids is also currently leading a Regional Food Systems Partnership grant "Envisioning a collaborative foodshed in Kansas City."

-Andrea Clark, AICP, Director of Food System Planning, KC Healthy Kids

As an urban planner, she manages collaborative projects that connect and strengthen the local food system. She also supports initiatives of the Greater KC Food Policy Coalition, advocating for good food and farm policy at the local, state, and federal level. She is currently serving as project manager for a USDA Regional Food Systems Partnerships project which is bringing together diverse networks from urban, suburban, and rural communities to conduct an equity-based food system assessment to understand inequities in the regional food system and highlight structural barriers, as well as identify assets and opportunities. She is an active member of the American Planning Association's Food Systems Division and has presented at local workshops and national conferences. She is trained in qualitative research methods and has earned graduate degrees in Urban Planning, American Studies and Sociology.

-Rachael McGinnis Millsap, Vice President of Programs and Policy, KC Healthy Kids

Rachael is responsible for designing, executing, and overseeing the organization's programmatic strategies to improve community-driven initiatives and advocacy where children and families live, learn, work and play. Her team staffs key coalitions, including the Greater Kansas City Food Policy Coalition and the Kansas Food Action Network. During her tenure with KC Healthy Kids, Rachael helped found the Johnson County Food Policy Council and served as chair and vice chair. Rachael has a long career of bringing about social change through agriculture. She spent nine years as nutrition and gardening educator for the University of Missouri Extension and was director of the Eating from the Garden program in Jackson County, which taught gardening and nutrition concepts to students. Through KC Healthy Kids' partnership with Community Housing of Wyandotte County, Rachael's team operates Splitlog Farm and Orchard, which is owned by the housing agency. Rachael graduated from the University of Missouri with a bachelor's in plant science and received her Master of Social Work from UMKC. She stays active in that field by facilitating direct intervention and group counseling at a local medical center on a part time basis. She holds a certificate from Community Development Academy, a series of intensive, experiential courses offered by the University of Missouri Extension Community Development Program.

Worth Clark Realty

Worth Clark Realty's mission is to serve clients throughout the Kansas City metro area in reaching their homeownership goals and establishing permanent roots in our community.

-Bryce Workman, Real Estate Agent

Bryce Workman has been serving home buyer and seller clients in the Kansas City market since 2015 with a specific emphasis on assisting refugee and immigrant populations. As a former program manager at Refugee and Immigration Services of Catholic Charities of Northeast Kansas, he saw a need to fill a service gap in real estate services for new Americans seeking to navigate the home buying process in the United States. Each year Bryce assists 25+ refugee families in securing permanent housing and homeownership, with many being participants or graduates of the NRFR program. A highlight of Bryce's career has been to assist farmers in achieving their home and land ownership goals and support their continued growth as producers providing increased access to fresh food in our community.

Unified Government Public Health Department

The UG Public Health Department is committed not only to helping individuals improve their health, but to creating a healthier community for everyone.

-Hannah Conner, Epidemiologist

Hannah became an Epidemiologist at the UG Public Health Department in May of 2020 to assist in the management of the COVID-19 Pandemic and currently works as the Department's Social Epidemiologist. She uses data, literature, and community input to create programs and advocate for policies that will achieve health equity and social justice. Current projects include using data to further violence prevention efforts, providing technical support for the Community Health Improvement Plan, and declaring Racism as a Public Health Crisis. Hanna helped lead the creation of the 2022 Community Health Assessment, including writing the community concerns survey, developing recruitment networks for focus groups, and planning community forums. While working towards a Master of Public Health at Drexel University, Hannah completed two internships at the Philadelphia Department of Health and UC Green, a community greening non-profit, where she worked to ensure equitable distribution of street trees, advocated for the importance of greening through community empowerment, and collaborated with many urban agriculture organizations.

Unified Government Department of Planning & Urban Design

The Department of Planning & Urban Design works to enhance the long-term value and livability of the Unified Government of Wyandotte County and Kansas City, Kansas through the creation of a regenerative community that is socially just, economically accessible, culturally diverse and environmentally sustainable.

-Kallie McClaughlin

Kallie McLaughlin is the great great granddaughter of farmers from Austro-Prussia who immigrated to Kansas in hopes of beginning a new life utilizing preservation. Generations later, Kallie is still carrying on family traditions with modern homesteading and urban farming. Currently employed by the Unified Government of Wyandotte County Kansas City, Kansas, Kallie works as an Urban Planner with a focus on Agriculture, Sustainability, Housing, and Equity. She has a passion for utilizing lean engineering and supply chain management to systematically improve the organizations in her community. Currently serving on the Kindness Ambassador Committee and on three Mayoral Task Forces, Kallie hopes to implement positive changes in her community by linking partner organizations to resources and lobbying for modern laws that empower neighbors.

City of Kansas City, Missouri Office of Environmental Quality

The OEQ promotes policies that encourage the private sector to preserve and enhance environmental quality and provide regional leadership for the public, private and non-profit sectors on environmental affairs and sustainability. In September of 2022, the City of Kansas City, MO adopted the Climate Protection & Resiliency Plan (CPRP) to enhance their commitment to climate action, which includes growing and sharing local and nutritious food as one of six priority areas. Mayor Quanton Lucas' introduction to the plan includes, "The Climate Protection and Resiliency Plan focuses on a framework built on ways our Kansas City

community can work together to achieve our goal of a carbon-neutral, equity-focused, and resilient Kansas City by 2040. The plan is more than just a list of tactics to reduce greenhouse gas emissions; instead, it will serve as a bedrock of community-based climate action designed to prioritize and elevate our historically marginalized communities, centering equity every step of the way.”⁵

-Food Systems Coordinator, City of Kansas City, Missouri Office of Environmental Quality (unfilled)

The Office of Environmental Quality (OEQ) will hire a Food Systems Coordinator who will serve as key personnel on this grant. The position will serve as a champion for urban agriculture within the City including advocating for municipally owned land being used for farming and assisting urban farmers with navigating city requirements when establishing farm site.

Kansas Farm Service Agency

-County Executive Director, Kansas Farm Service Agency

The State Executive Director for Kansas FSA has committed to an FSA representative serving on the Coordinating Committee for the project.

Outcome Evaluation Plan and Reporting

Goal 1: Increase access to affordable and geographically appropriate farmland for urban farmers in the Kansas City metropolitan area

Outcomes & Beneficiaries: The project will increase the amount and ease of accessing farmable land for urban growers in Kansas City, addressing one of the largest barriers to operating successful farm businesses. We anticipate serving more than 40 urban growers per year once all aspects of the project are up and running. 10 farmers will be able to lease land at the incubator site. We aim to recruit at least 10 land seekers for the LandLink platform each year. The Food Systems Coordinator will focus on increasing the number of municipal lots available for agriculture and working with approximately 20 farmers seeking land per year.

Goal 2: Increase urban farmer participation in federal, state, and local grant and loan programs.

Outcomes & Beneficiaries: Beyond needing more farmable land, urban farmers need more easily accessible capital for infrastructure to farm successfully. We will increase the knowledge and usage of available funds first by increasing the funding available for local mini grants by \$10,000 each year of the project (up to three awards at our current cap of \$3,500 per award).

Additionally, we will establish a new bridge loan program in partnership with Alt Cap that will provide \$630,000 over five years, and that will make it easier for growers to participate in government grant programs.

Indicators of Success and the timeline for evaluation are indicated in the evaluation chart below. Evaluation and performance funding will fall under the personnel requests for the Metro Farms

⁵ Kansas City, Missouri Climate Protection and Resiliency Plan. 2022 <https://indd.adobe.com/view/420afb37-76c2-47e8-b078-f16d508febaf>

and Food Systems Manager, Associate, the NRFR Director, and subcontracts for KC Healthy Kids and AltCap.

Progress, results, and impact will be communicated through yearly reports distributed by email to our audience and stakeholders and posted on our website. Additionally, an impact page will be added to our website that will document the project and be updated twice a year.

Representatives from FSA have committed to serve on the Coordinating Committee. Connecting farmers with USDA programs is a key objective for this project. Along with technical assistance and workshops, we will host two annual events, one with interpretation and one without, where we bring together farmers and service providers (FSA, USDA, SARE, NRCS, etc.).

Evaluation Chart

Goal/Objective	Indicator	Measurement	Responsible/Timeline
1. Increase access to affordable and geographically appropriate farmland for urban farmers 1.1 Expand footprint of incubator farm 1.2 Create LandLink platform 1.3 Hire Food Systems Coordinator in KCMO Office of Environmental Quality	Increased number of farmers hosted at CKC operated farms. -Baseline of 20, increasing to 30	Internal tracking of participants in excel	The NRFR Director will oversee the incubator site, which will be purchased in Year 1. We expect to have it fully leased by Year 3.
	Number of individuals utilizing LandLink services. -Goal: 10 owners and 10 seekers in years 3-5	Intake forms and	KC Healthy Kids and the MFFS Associate will create the land-link platform by Year 3. They will be responsible for recruiting and tracking landowners and land seekers.
	Number of hours of technical assistance provided by Food Systems Coordinator -Goal: 50 hours per year	Internal records from the Food Systems Coordinator	The Food Systems Coordinator will track the hours they spend working one on one with growers, beginning in Year 1.
	Number of city-owned lots identified for agriculture and sold to urban farmers	Internal & sales records from the KCMO Office of Environmental Quality	The Food Systems Coordinator will record how many lots are classified as green space and sold to urban farmers, beginning in Year 1.
2. Increase participation by urban farmers in federal, state, and local grant	Number of farmers utilizing bridge loan program and amount of money given out -Goal: Between \$50,000-\$630,000 once fund is fully established	Internal tracking by AltCap	AltCap staff will administer and track usage of the loan program, beginning in Year 2.

and loan programs. 2.1 Create bridge loan fund	Increased number of farmers receiving mini grant/microgrant -Goal: 6-10 more awards per year	Internal tracking of mini/microgrant awards through excel	The MFFS Program Manager administers the mini-grant program and will start awarding additional funds in Year 1.
2.2 Increase funding for existing mini grant programs	Increased knowledge of financial topics that will increase farmers chances of receiving a loan	Attendance records of trainings and workshops and post education surveys	The MFFS Manager and NRFR Director will oversee gathering all survey data, starting in Year 1.
2.3 Provide education and assistance on financial topics and connect farmers to NRCS, FSA, and MO department of Ag funding sources	Number of farmers a year educated on available NRCS/FSA/USDA resources	Attendance records of workshops, events, and technical assistance on resources	The MFFS Manager and NRFR Director will be in charge of gathering all attendance data, starting in Year 1.
	Increased participation in EQIP and other NRCS cost-share programs for urban farmers	Attendance records of those connected to resources and records from FSA funds awarded	The MFFS Manager will collect internal records of who has been connected to resources and obtaining data from FSA.

Management and Partnership Plan

Cultivate KC - Cultivate KC will lead, oversee, and administer all aspects of this project. This project will fund four staff members at Cultivate KC, including three new positions who will spend 100% of their time to implement this project.

AltCap - AltCap will capitalize and administer the bridge loan fund for urban farmers who have received reimbursable grant or cost-share awards. This project will fund the administrative fees to help cover existing staff time.

Catholic Charities of Northeast Kansas, New Roots for Refugees Program - CCNEK will serve on the Coordinating Committee for this grant and help ensure that refugees and New Americans are able to access the land and capital made possible through this project.

City of Kansas City, Missouri, Office of Environmental Quality - The OEQ will create a new position and hire a Food Systems Coordinator to champion local and regional food systems and community collaboration at the municipal level. This new full-time position will advocate for municipally owned lands being used for farming and provide one on one assistance to urban farmers with navigating city requirements when developing a farm site.

Growing Growers - Growing Growers will serve on the Coordinating Committee for this project and assist with outreach and education to beginning farmers about the new land and capital resources available through this project.

Johnson County Community College Sustainable Agriculture program - JCCC will serve on the Coordinating Committee for this project and assist with outreach and education to beginning farmers about the new land and capital resources available through this project.

Kansas City Black Urban Growers, Inc. - KC BUGs will serve on the Coordinating Committee for this project, assist with outreach and education to Black farmers about new land and capital resources available through this project, and increase their new microgrant fund for Black farmers.

KC Healthy Kids - KC Healthy Kids will serve on the Coordinating Committee and will provide staff time and infrastructure to help develop the LandLink program. This project will fund 35% of one full-time position.

Unified Government of Wyandotte County and Kansas City, Kansas, Health Department - The UG Health Department will serve on the Coordinating Committee for this project.

Unified Government of Wyandotte County and Kansas City, Kansas, Department of Planning & Urban Design - The UG Department of Planning & Design will serve on the Coordinating Committee for this project.

The project staff at Cultivate KC, particularly the NRFR Director and MFFS Manager, will oversee the implementation of the project activities, lead the Coordinating Committee, and facilitate data sharing and reporting among members of the project team and stakeholders. Project staff at KCMO OEQ and KC Healthy Kids will meet monthly with Cultivate KC to report on outcomes and coordinate future activities. Project staff will share access to planning and reporting documents through Google Drive. Anything containing private information will be stored securely within the individual organization's system and shared to the team with sensitive information removed. This will relate to the LandLink database and bridge loan process, with landowners and land seekers having the option to choose what information is shared publicly.

The project will be guided by a Coordinating Committee consisting of the key personnel and partners outlined above. They will meet quarterly throughout the five-year period to develop partnerships and guide progress towards meeting the goals and outcomes of the project. They will share documents relating to the project through Google Drive and only have access to aggregate data. Each member of the Coordinating Committee and project staff will sign a confidentiality agreement regarding any sensitive information.

The project team will develop an impact dashboard to share aggregated outcomes of the project publicly. While the project will not involve scientific data management, the team intends for any reporting of outcomes to follow the FAIR (Findable, Accessible, Interoperable, Reusable)

Guiding Principles for scientific data management and CARE (Collective benefit, Authority to control, Responsibility, Ethics) Principles of Indigenous Data Governance.⁶

This project addressed needs identified by each of the primary organizations involved, many of whom have pre-existing partnerships. It creates the opportunity to strengthen collaborative relationships and develop new partnerships to address the needs of access to land and capital for urban farmers. Over the course of the five-year grant period, the intention is that the partnerships develop will remain strong and each organization will continue their part of the project. The team will work to identify continued funding sources for staff to carry out this project.

⁶ Carroll, S.R., Herczog, E., Hudson, M. et al. Operationalizing the CARE and FAIR Principles for Indigenous data futures. *Sci Data* 8, 108 (2021). <https://doi.org/10.1038/s41597-021-00892-0>

A. Personnel:

Table 1: Year 1

Position	Name	Starting Salary/Rate	Level of Effort	Federal Request
Director, Farm Programs	Unfilled	70,000	90%	63,000
Site Manager	Unfilled	45,000	0%	0.00
Metro Farms & Food Systems Manager	Haley Lucitt	51,000	45%	22,950
Metro Farms & Food Systems Associate	Eric Hemphill	50,000	85%	42,500
Finance Associate	Unfilled	33,743	10%	3,374
TOTAL				131,824

Table 2: Year 2

Position	Name	Starting Salary/Rate	Level of Effort	Federal Request
Director, Farm Programs	Unfilled	72,100	90%	64,890
Site Manager	Unfilled	46,350	80%	37,080
Metro Farms & Food Systems Manager	Haley Lucitt	52,530	85%	44,651
Metro Farms & Food Systems Associate	Eric Hemphill	51,500	85%	43,775
Finance Associate	Unfilled	34,755	10%	3,476
TOTAL				193,871

Table 3: Year 3

Position	Name	Starting Salary/Rate	Level of Effort	Federal Request
Director, Farm Programs	Unfilled	74,263	90%	66,837
Site Manager	Unfilled	47,741	80%	38,192
Metro Farms & Food Systems Manager	Haley Lucitt	54,106	85%	45,990
Metro Farms & Food Systems Associate	Eric Hemphill	53,045	80%	42,436
Finance Associate	Unfilled	35,798	10%	3,580
TOTAL				197,035

Table 4: Year 4

Position	Name	Starting Salary/Rate	Level of Effort	Federal Request
Director, Farm Programs	Unfilled	76,491	90%	68,842
Site Manager	Unfilled	49,173	80%	39,338
Metro Farms & Food Systems Manager	Haley Lucitt	55,729	80%	44,583
Metro Farms & Food Systems Associate	Eric Hemphill	54,636	80%	43,709
Finance Associate	Unfilled	36,872	10%	3,687

TOTAL				200,160
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Table 5: Year 5

Position	Name	Starting Salary/Rate	Level of Effort	Federal Request
Director, Farm Programs	Unfilled	78,786	90%	70,907
Site Manager	Unfilled	50,648	80%	40,518
Metro Farms & Food Systems Manager	Haley Lucitt	57,401	75%	43,051
Metro Farms & Food Systems Associate	Eric Hemphill	56,275	80%	45,020
Finance Associate	Unfilled	37,978	10%	3,798
TOTAL				203,294

NARRATIVE JUSTIFICATION: Each of the five positions listed below will be recruited, managed and compensated directly by Cultivate Kansas City. They all include 3% annual increases.

- Director of Farm Programs: \$334,476 salary plus \$83,619 fringe, totaling **\$418,094** over five years. The level of effort for this position is 90% years one through five. The position will be recruited in year 1 to oversee management of the incubator site, coordinate farmers transitioning from the existing training farm to the incubator site, lead the Coordinating Committee, facilitate data sharing and reporting, and oversee the implementation of all project activities.
- Site Manager: \$155,129 salary plus \$38,782 fringe, totaling **\$193,911** during years two through five. The level of effort for this position is 80% years two through five. The position will be recruited in year 2 and be responsible for the management of the incubator site including equipment maintenance and coordination for shared equipment and infrastructure. The position will be responsible for communication between farmers at the incubator site and the Coordinating Committee.
- Metro Farms & Food Systems Manager: \$201,224 salary plus \$50,306 totaling **\$251,531** during years one through five. The level of effort for this position is 45% year one, 85% years two and three, 80% year four, and 75% year five. The position will join the project team in year 2 and be responsible for administering the mini-grants program, data collection and program evaluation, and providing training and technical assistance to participating farmers on a range of topics including financial literacy.
- Metro Farms & Food Systems Associate: \$217,440 salary plus \$54,360 fringe, totaling **\$271,801** during years one through five. The level of effort for this position is 85% years one and two, and 80% years three through five. The position will be recruited in year 2 and be responsible for creating and managing the LandLink platform. The position will also conduct outreach for landowners and land seekers, compile resources for both groups, provide education on farm succession topics, and facilitate match making.
- Finance Associate: \$17,915 salary plus \$4,479 fringe, totaling **\$22,393** over five years. The level of effort for this position is 10% years one through five. The position will be recruited in year 1 and be responsible for managing and maintaining financial records, as well as invoicing.

B. Fringe Benefits:

Federal Request	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Total Wages	131,824	193,871	197,035	200,160	203,294	926,184
Total Fringe (25% of wages) - Includes Health	32,956	48,468	49,259	50,040	50,824	231,546

benefits, employment taxes						
TOTAL PERSONNEL	164,780	242,339	246,294	250,199	254,118	1,157,730

NARRATIVE JUSTIFICATION: Fringe is calculated at 25% of salaries and wages, and includes a full health benefits package, and employment taxes.

C. Travel:

TRAVEL	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
mileage	\$250	\$250	\$250	\$250	\$261	\$1,261
TOTAL	\$250	\$250	\$250	\$250	\$261	\$1,261

NARRATIVE JUSTIFICATION: Travel includes regular program milage. Cultivate KC reimburses employees' milage based on FY2024 Federal POV rate, which is 0.67/mile in 2024. The number of miles traveled per round trip is based on figures provided by Google maps. Log is required for reimbursement.

D. Supplies:

SUPPLIES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Workstations for 4 new positions, includes laptop, monitors x2 per person, docking station, keyboard/mouse, cables	\$6,800					\$6,800
Shipping Containers	\$4,999	\$4,999				\$9,998
Irrigation system: PVC and header pipe	\$2,000					\$2,000
Irrigation system: Valves and connectors	\$1,000					\$1,000
Irrigation system: Water meters (10)	\$1,500					\$1,500
Irrigation system: Hoses	\$500					\$500
Cooler: Lumber and insulation		\$3,500				\$3,500
Cooler: AC unit (2)		\$1,000				\$1,000
Cooler: Cool Bot		\$500				\$500
Washstand: Stainless Steel sinks (3)		\$6,000				\$6,000
Washstand: Lumber for sink stands		\$3,000				\$3,000
Washstand: Plumbing wash stand		\$1,000				\$1,000

TOTAL	\$16,799	19,999				\$36,798
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NARRATIVE JUSTIFICATION:

- **Workstations for the four new positions:** Farm Programs Director, Site Manager, Metro Farms and Food Systems Associate and Finance Associate. Workstations each include a Dell laptop computer (\$1,250), two monitors (\$125 each), a docking station (\$140), and a wireless keyboard and mouse (\$60), totaling \$1,700 per person.
- **Shipping Containers:** To complete the build out of both the walk-in cooler and the tool storage area, we will need to purchase two 40' shipping containers. Each container can be purchased for an estimate of \$4,999, based on pricing at the end of 2023.
 - **Cooler:** The cooler will also be shared by all incubator farmers to ensure proper food safety procedures are upheld and to improve the quality of produce. The cooler will most likely be a converted shipping container with a cool bot window air conditioner unit.
 - **Tool Storage:** As farmers will need a place to store tools, a shipping container will be placed on the site and individual storage areas will be constructed on the inside. The storage unit will also have space for communal tools.
- **Irrigation System: PVC and header pipe:** These items are necessary to bring water from the main water source to each plot at the farm. Estimate will likely vary based on the specifications of the farm purchase, but this is based on the arrangement we have at our current 9 acre site with similar water movement needs.
- **Irrigation System: Valves and connectors (plumbing):** Items needed to connect pipe throughout the farm.
- **Irrigation System: Water meters:** Each plot at the farm will need an individual water meter to gauge water use for each farmer. Ten will be purchased at an estimated cost of \$150/ea.
- **Irrigation System: Hoses:** For both the washstand area and to be used at individual plots.
- **Cooler: Lumber and insulation:** For the cooler, we estimate this figure for the lumber, insulation and hardware required to build out the interior. This figure is based on similar costs for previous projects.
- **Cooler: AC Unit (2):** We know that two AC units will be needed to cool the 40' shipping container once converted to a cooler.
- **Cooler: Cool Bot:** This device will be purchased to convert the AC units to operate properly for a walk-in cooler.
- **Washstand: Stainless steel sinks:** To ensure appropriate food safety measures are taken, we will be purchasing 3 stainless steel sinks for the washstand area. Estimate based on cost of sinks at the end of 2023, roughly \$2,000 each.

- **Washstand: Lumber and materials for sink stands:** Lumber, hardware and expanded metal will be required to build stands for the sinks as well as spray tables for the washstand area.
- **Washstand: Plumbing for wash stand:** To connect the sinks to water, we will require some PVC pipes and fittings, site specific.

E. Contractual:

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Shipping Container delivery and placement	\$1,001	\$1,001				\$2,002
Land Preparation	\$14,000	\$8,000				\$22,000
Gravel Parking lot	\$10,000					\$10,000
Water line installation	\$15,000					\$15,000
Power line installation		\$15,000				\$15,000
Speaker fee for farm business trainings	\$500	\$500	\$500	\$500	\$500	\$2,500
AltCap – bridge loan administration	17,010	17,010	17,010	17,010	17,010	85,050
TOTAL	57,511	41,511	17,510	17,510	17,5610	151,552

NARRATIVE JUSTIFICATION:

- **Shipping container delivery and placement:** Each shipping container will be delivered and placed on site; likely, the company selling the container will also provide this service.
- **Land Preparation:** The land preparation contract will be responsible for adding compost, tilling and/or discing the field, spreading cover crop, terminating and incorporating cover crop back in the soil, and getting the field ready for planting. This figure is based on an estimate provided by staff at the Olathe Horticulture (OHREC) Research and Extension Center, who we have worked with in the past on similar projects.
- **Gravel parking lot:** Farmers and visitors to the farm (including customers) will need designated parking to improve access and minimize parking in areas that impede farming operations. Figure is based on an estimate from D and F Turf including supplies and labor.
- **Water line installation:** We will choose a farm site with a water main available at the street and hope to work with a plumber like K Jett Plumbing to install a new tap and extend the water line onto the property and install hydrants throughout the site. Figures are based on estimates of similar work completed by K Jett in the past.
- **Power line installation:** The tool shed and cooler will require electrical power; we've consulted with Teague Electric, with whom we have worked in the past, on this estimate which includes coordination with the public utility and installation of the power line and electrical box.
- **Speaker fee:** Once a year, a class on tax preparation will be taught by Sarah Burnett-Pierce, tax preparer and farm business owner. She will be compensated with a speaker fee of \$250/class. We would also like to hold a second class each year on a second farm business topic, to be determined by the needs of our community. These classes would also be led by an instructor from the community who would be compensated with a \$250 speaker fee per class.

- **AltCap – Bridge loan administration:** We intend to contract with AltCap, a Kansas City based CDFI, to help develop and administer the bridge loan program. Similar to the rates on AltCap’s website (<https://www.altcap.org/comparing-rates>), we estimate that AltCap will need approximately 13.5% of each loan to cover any underwriting, processing, due diligence, staff time, and a small percentage of interest per loan (anticipated at 1-2%). Based on loans of \$126,000 per year, 13.5% of the total loans per year is \$17,010, totaling \$85,050 over five years.

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Total Lending Pool (AltCap capital)	126,000	126,000	126,000	126,000	126,000	630,000
AltCap administration fee (13.5%)	17,010	17,010	17,010	17,010	17,010	85,050

F. Other:

Subawards:

Subawards: Year 1						
Partner	Position	Starting Salary/Rate	Level of Effort	Federal Salary Request	Fringe	Total Federal Request
Kansas City, MO Office of Environmental Quality (OEQ)	Program Manager	60,000	100%	60,000	15,000	75,000
KC Healthy Kids	VP Programs & Policy	171,385	5%	8,569	2,314	10,883
KC Healthy Kids	Director, Food System Planner	105,355	15%	15,803	4,267	20,070
KC Healthy Kids	Grower Engagement Manager	93,290	10%	9,329	2,519	11,848
KC Healthy Kids subcontract with Autumn Winegar, Farm to Institution	Subcontract	1,500	100%	1,500	-	1,500
TOTAL				95,202	24,099	119,301

Subawards: Year 2						
Partner	Position	Starting Salary/Rate	Level of Effort	Federal Salary Request	Fringe	Total Federal Request
Kansas City, MO Office of Environmental Quality (OEQ)	Program Manager	61,200	100%	61,200	15,300	76,500

KC Healthy Kids	VP Programs & Policy	174,813	5%	8,741	2,360	11,101
KC Healthy Kids	Director, Food System Planner	107,462	15%	16,119	4,352	20,472
KC Healthy Kids	Grower Engagement Manager	95,156	10%	9,516	2,569	12,085
KC Healthy Kids subcontract with Autumn Winegar, Farm to Institution	Subcontract	1,500	100%	1,500	-	1,500
TOTAL				97,076	24,581	121,657

Subawards: Year 3						
Partner	Position	Starting Salary/Rate	Level of Effort	Federal Salary Request	Fringe	Total Federal Request
Kansas City, MO Office of Environmental Quality (OEQ)	Program Manager	62,424	100%	62,424	15,606	78,030
KC Healthy Kids	VP Programs & Policy	178,309	5%	8,915	2,407	11,323
KC Healthy Kids	Director, Food System Planner	109,611	15%	16,442	4,439	20,881
KC Healthy Kids	Grower Engagement Manager	97,059	10%	9,706	2,621	12,326
KC Healthy Kids subcontract with Autumn Winegar, Farm to Institution	Subcontract	1,500	100%	1,500	-	1,500
TOTAL				98,987	25,073	124,060

Subawards: Year 4						
Partner	Position	Starting Salary/Rate	Level of Effort	Federal Salary Request	Fringe	Total Federal Request
Kansas City, MO Office of Environmental Quality (OEQ)	Program Manager	63,672	100%	63,672	15,918	79,591
KC Healthy Kids	VP Programs & Policy	181,875	5%	9,094	2,455	11,549

KC Healthy Kids	Director, Food System Planner	111,804	15%	16,771	4,528	21,299
KC Healthy Kids	Grower Engagement Manager	99,000	10%	9,900	2,673	12,573
KC Healthy Kids subcontract with Autumn Winegar, Farm to Institution	Subcontract	1,500	100%	1,500	-	1,500
TOTAL				100,937	25,574	126,511

Subawards: Year 5						
Partner	Position	Starting Salary/Rate	Level of Effort	Federal Salary Request	Fringe	Total Federal Request
Kansas City, MO Office of Environmental Quality (OEQ)	Program Manager	64,946	100%	64,946	16,236	81,182
KC Healthy Kids	VP Programs & Policy	185,513	5%	9,276	2,504	11,780
KC Healthy Kids	Director, Food System Planner	114,040	15%	17,106	4,619	21,725
KC Healthy Kids	Grower Engagement Manager	100,980	10%	10,098	2,726	12,824
KC Healthy Kids subcontract with Autumn Winegar, Farm to Institution	Subcontract	1,449	100%	1,449	-	1,449
TOTAL				102,875	26,086	128,960

NARRATIVE JUSTIFICATION:

- City of Kansas City, Missouri - Office of Environmental Quality (OEQ): This is a new position that will be hired in year one. This position is necessary to facilitate our aim to make Land Bank properties more readily available to urban farmers. Salary is \$312,242 plus \$78,061 fringe (25%), totaling \$390,303 over five years, each at 100% effort. The position includes 2% annual increases.
- KC Healthy Kids, 3 positions and one subcontract:
 - Vice President of Policy and Programs: funding will be provided to support the strategic guidance of this individual on the grant objectives and activities. Requested salary is \$44,595 plus \$12,041 fringe (27%), totaling \$56,635 over five years, each at 5% effort. The position includes 2% annual increases.
 - Director, Food System Planner: funding will be provided to support this person's work in advocating for policy and zoning that facilitate urban food production. Requested salary is

\$82,241 plus \$22,205 fringe (27%), totaling \$104,446 over five years, each at 15% effort. The position includes 2% annual increases.

- Grower Engagement Manager: funding will be provided to help build the LandLink platform and assist with LandLink tasks overseen by Cultivate KC’s Metro Farms and Food Programs Associate. Requested salary is \$48,548 plus \$13,108 fringe (27%), totaling \$61,657 over five years, each at 10% effort. The position includes 2% annual increases.
- Subcontract with Autumn Winegar, Farm to Institution: Funding to support the management of KC Healthy Kids’ Eat Local KC Map; contract will also assist with Land link tasks to determine short term and long term platforms and feasibility with guidance from KC Healthy Kids staff and Cultivate KC Metro Farms and Food team. Requested amount is 7,449 over five years.

Other: *continued*

	Year 1	Year 2	Year 3	Year 4	Year 5	Request TOTAL
Ten acre land parcel	200,000					200,000
Farm Commons Membership	1,500	1,500	1,500	1,500	1,500	7,500
Loan Loss Reserve - UFD	-	25,000	24,000	14,000	-	63,000
Stipend - Kansas City Black Urban Growers	2,750	2,750	2,750	2,750	2,750	13,750
Stipend - Growing Growers	2,750	2,750	2,750	2,750	2,750	13,750
Stipend - Johnson County Community College	2,750	2,750	2,750	2,750	2,750	13,750
Stipend - Catholic Charities of Northeast Kansas	2,750	2,750	2,750	2,750	2,750	13,750
Stipend - Kallie McClaughlin, City Beautiful Urban Farm	2,750	2,750	2,750	2,750	2,750	13,750
Beneficiary Grants for Farmers	10,000	10,000	10,000	10,000	11,000	51,000
Subtotal	225,250	50,250	49,250	39,250	26,250	390,250
TOTAL OTHER:	344,551	171,907	173,310	154,761	155,210	1,010,740

NARRATIVE JUSTIFICATION:

- **Ten-acre land parcel:** The land will be used to expand our existing incubator farm program and make room for farmers from training programs other than New Roots for Refugees. The land will be located in Wyandotte County, KS ideally on 10 continuous acres of existing farmland. Farmland will be tilled and amended with compost and/or cover crops in preparation for incubator farmers. Program income will include rent based on \$250 per quarter acre plot on up to five acres of land (half of the parcel) and include the use of the washstand and cold storage. The \$11,250 income projected below will go towards site management, operations and overhead for the new farm site.

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
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# Farm Plots rented	0	0	10	15	20	
Rent charged per year per quarter acre	\$250	\$250	\$250	\$250	\$250	
TOTAL	-	-	\$2,500	\$3,750	\$5,000	\$11,250

- **Farm Commons membership:** \$1,500 per year for a Farm Commons organizational membership as a resource for agricultural legal knowledge and support. The subscription will be used by members of the Metro Farms and Food Systems team at Cultivate KC who are tasked with providing TA to urban farmers.
- **Loan Loss Reserve:** The loan loss reserve is needed to provide a guarantee for AltCap, should anyone default on a bridge loan, as AltCap will be securing the capital for the loans. AltCap has requested that the fund cover 10% of the maximum cap on bridge loans, set at \$126,000 for the first year of lending. It is our hope that these funds will not be needed and that we can increase the cap in the second and third year of lending. Our estimate of \$63,000 over three years, represents 10% of an anticipated lending pool of \$630,000; however, we recognize that some of these funds may be needed to cover a default on a loan. When these funds are not being used, they will be held in a certificate of deposit, or other interest-bearing savings account, a standard practice at AltCap. Towards the end of the grant period, any interest income earned from the loan loss reserve will be diverted to Cultivate KC’s mini grant program to increase the funding pool available for grants.

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Total Lending Pool (AltCap capital)	126,000	126,000	126,000	126,000	126,000	630,000
Loan Loss Reserve (10%)	12,600	12,600	12,600	12,600	12,600	63,000
<i>Income (5% interest)</i>	<i>630</i>	<i>1,260</i>	<i>1,890</i>	<i>2,520</i>	<i>3,150</i>	9,450

- **Stipends:** These partners will form a Coordinating Committee and meet quarterly to ensure equitable implementation of project goals. A stipend offers compensation for time and effort spent on the project. We anticipate that all collaborators on the Coordinating Committee will contribute approximately 50 hours per year on this project (compensated at \$50/hr). This time will be spent attending Coordinating Committee meetings, conducting outreach, and participating in review committees. Additionally, we are budgeting an estimated \$250 for milage and other expenses that will be necessary for participation in this committee.
- **Beneficiary Grants for Farmers:** Cultivate Kansas City currently offers a successfully managed mini-grant program for farmers, and requests federal funds to further this mission of supporting growth among farm businesses. Securing grant funds for this program assists in Cultivate KC’s efforts to raise funds locally.

G. Indirect Costs:

Modified Total Direct Cost applied to Indirect Cost	Total included	Indirect Cost Rate	Federal Request
Personnel - all included	\$1,157,730	10%	\$115,773
Travel	\$1,261	10%	\$126
Supplies - all included	\$36,798	10%	\$3,680

Contractual – all included	151,552	10%	15,155
Other: Subaward - City of Kansas City, Missouri - Office of Environmental Quality (OEQ) - included up to \$25,000	\$25,000	10%	\$2,500
Other: Subaward - KC Healthy Kids, included up to \$25,000	\$25,000	10%	\$2,500
Other: Farm Commons Membership	\$7,500	10%	\$750
TOTAL	\$1,404,841		\$140,484

NARRATIVE JUSTIFICATION:

- Indirect Cost Rate of 10% is based off the de minimus rate allowed. It covers the cost of doing business, including rent, utilities, administrative and clerical staff, insurance, etc.
- In determining this figure, no capital expenses were used, and only up to \$25,000 per subcontract were included in the 10%.

**U.S. DEPARTMENT OF AGRICULTURE
FARM PRODUCTION AND CONSERVATION**

**GENERAL TERMS AND CONDITIONS FOR
GRANTS AND COOPERATIVE AGREEMENTS**

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

A. APPLICABLE REGULATIONS

1. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
 - a. 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - b. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - c. 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - d. 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"
 - e. 2 CFR Part 182, "Governmentwide Requirements for Drug- Free Workplace (Financial Assistance)"
 - f. 2 CFR Part 183 Never Contract with the Enemy
 - g. 2 CFR Part 184, "Buy America Preferences for Infrastructure Projects"
 - h. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 - i. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - j. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - k. 2 CFR Part 418, "New Restrictions on Lobbying"
 - l. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 - m. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
2. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> , 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"

3. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

B. UNALLOWABLE COSTS

The following costs are not allowed:

1. Profit and management fees. Recipients may not earn and keep income resulting from an award.
2. Costs above the amount authorized for the project.
3. Costs incurred after the award period of performance end date.
4. Costs not identified in the approved budget or approved budget revisions.
5. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
6. Compensation for injuries to persons or damage to property arising from project activities.
7. Meals: Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory limitations or in accordance with Federal travel policies.
8. Costs normally charged as indirect costs may not be charged as direct costs without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
9. Salaries that are not commensurate with level of work: All costs must be reasonable to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the

level of work will be unallowable.

10. Honoraria. Speaker fees are allowable.
11. Costs which lie outside the scope of the approved project and amendments thereto.
12. Entertainment costs, regardless of their apparent relationship to project objectives.
13. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and
14. Unless specifically allowed by the agency or program, renovation or refurbishment of facilities, the purchase or installation of fixed equipment in facilities, and the planning, repair, rehabilitation, acquisition, or construction of buildings or facilities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407.

C. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Submit all requests for the approvals described below via e-mail to FPAC.BC.GAD@usda.gov. All requests for prior approval must reference the applicable agreement number.

1. Pre-award costs --To receive reimbursement for costs incurred prior to the award date, recipients must request written approval. This restriction also applies to costs intended to meet cost share requirements. Even with approval, recipients incur pre-award costs at their own risk. The Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover the costs.
2. Revisions to scope, objective, or deliverables -- When it is necessary to modify the scope, objective, or deliverables of an award, the recipient must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award.
3. Additions or changes to subawards and contracts -- The subawarding, transferring, or contracting out of any work (i.e., services) under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, and a detailed budget for the subaward/contract. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
4. Permanent change in a key person specified in the award -- When there is a permanent change in key personnel, the recipient must request prior written approval

- for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
5. Absence or temporary change in project leadership -- If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must request prior approval in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
 6. Budget revisions -- Recipients must request prior written approval for deviations from the approved budget in the instances described below. For budget revisions, the recipient may be required to submit a new SF 424A or 424C and budget narrative, even those that do not require prior approval.
 - a. The inclusion of costs that require prior approval in accordance with Subpart E— Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable.
 - b. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. Recipients must notify the Government of budget changes that do not meet the threshold described above.
 - c. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects.
 - d. Changes in the approved cost share provided by the recipient, including to the amount, source, or type.
 - e. Additional Federal funds needed to complete the project. This change also requires a formal agreement amendment.
 - f. Adjustments to Indirect Cost Rates -- Recipients must have either a current NICRA or elect to use the de minimis in order to charge indirect costs. If an indirect rate indirect cost rate increases during the award's period of performance, the agency is not obligated, but retains discretion to, either add funds to the award or allow a budget realignment. If an indirect rate indirect cost rate decreases during the award's period of performance, indirect costs must be charged in accordance with the current rate.
 - g. If the change is due to receipt of a new negotiated indirect costs rate agreement (NICRA), the prior approval request must include a copy of the new agreement.
 7. No-Cost Extensions of Time -- When a no-cost extension of time is necessary, the recipient authorized signatory must submit a written request via e-mail to FPAC.BC.GAD@usda.gov. Except in limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of

performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following:

- a. Amount of additional time requested
- b. Explanation for the need for the extension
- c. A summary of progress to date and revised milestones

D. PAYMENTS

1. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with a Budget Expense Table or Deliverable Expense Table (or similar summary document), as applicable. Submit requests to either the ezFedGrants system or to FPAC.BC.GAD@usda.gov. Payment request preparation guidance and templates for Budget Expense Tables and Deliverable Expense Tables are available at this link: <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-payments/index.html>. Documents must be provided as attachments; documents submitted via weblink or other document services will not be accepted.
2. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. Requests must be submitted no less than 15 days prior to the start of the requested advance period. The recipient must provide a summary document showing the amount of advanced funds spent within 30 days of the end of the advance period. If applicable, the recipient must also submit a summary of the cost share provided.
3. The recipient must maintain records of supporting documentation all costs incurred under this award. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the period of performance of this award, including any approved no-cost extension of time. The Government may disallow costs that cannot be supported by supporting documentation or that are incurred outside of the agreement period of performance and budget and may require the return of any funds paid out for those costs. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government. Do not provide supporting documentation unless it is specifically requested.
4. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award and request all final requests for payment no later than 120 calendar days after the period of performance end date. The Government must timely close-out expired agreements, which includes de-obligation of unspent funds. Therefore, funds may not be available for payment requests received more than 120 days after the period of performance end date and the Government is not obligated to make such payments.
5. Payments under fixed-amount awards are made based on deliverables completed, milestones achieved, or as a single payment upon award completion rather than costs incurred. The Government and recipient must utilize 2 CFR 200, Subpart E,

Cost principles to support unit prices included in fixed amount awards prior to agreement execution.

6. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

E. FINANCIAL REPORTING

1. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov (SF425 and instructions are available at <https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing/index.html>.) Failure to submit reports as required may result in suspension or termination of award.
2. The recipient must submit a final financial report no later than 120 calendar days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
3. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.
4. Reports submitted via e-mail must be provided as attachments; documents submitted via weblink or other document services will not be accepted.

F. PERFORMANCE MONITORING AND REPORTING

1. The recipient is responsible for monitoring day-to-day performance and for reporting to the FPAC awarding agency. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
2. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov. Reports submitted via e-mail must be provided as attachments; documents submitted via weblink or other document services will not be accepted. Each report must cover—
 - a. A comparison of actual accomplishments with the milestones and deliverables established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - b. The reasons why milestones and deliverables targets were not met, if appropriate.
 - c. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

3. The recipient must submit a final report no later than 120 calendar days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
4. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

G. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

1. Reporting of first-tier subawards.
 - a. Applicability. Unless you are exempt as provided in paragraph 4 of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 - b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. 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.)
 - c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.
2. Reporting Total Compensation of Recipient Executives.
 - a. 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 award is \$30,000 or more;
 - 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 (15U.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>

- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
- b. Executive means officers, managing partners, or any other employees in management positions.
- c. 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 Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity 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.
- e. 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)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

H. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. A single audit is required to be uploaded by the recipient to the Federal Audit Clearinghouse within 30 calendar days after receipt of the auditor's report, or nine (9) months after the end of the audit period, whichever comes first.

I. AWARDS WITH RESEARCH ACTIVITIES

1. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.
2. In accordance with USDA Departmental Regulation (DR) 1020-006, recipients of awards that produce scholarly publications and digitally formatted scientific data assets resulting from unclassified scientific research supported wholly or in part by USDA funds must make the publications and data sets publicly accessible, to the extent feasible with law, agency mission, and resources. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access archive system (PubAg, hosted by the National Agricultural Library (NAL)). Public access through PubAg must be established within 12 months of the date on which the publisher makes the article available online. The final published article may be submitted to PubAg in lieu of the final peer-reviewed, accepted manuscript, provided the author has the right to submit the published version (e.g., open access articles). Recipients can access NAL at <https://www.nal.usda.gov>.

Digital scientific research data assets connected to a scholarly publication must also receive a digital persistent identifier, such as a Digital Object Identifier (DOI), that allows a scholarly publication and its catalog metadata to link to the published digital scientific research data asset from which the publication was developed. Authors of scholarly publications, at their discretion, are also encouraged to obtain digital persistent identifiers for other associated scientific research products, such as software, workflow documentation, curricular materials, and multi-media materials, if these products are not subject to statutory restrictions and would provide information that would help future users of the scholarly publication. Recipients can receive a DOI via NAL.

Recipients can access DR 1020-006 at <https://www.usda.gov/directives/dr-1020-006>

J. SPECIAL PROVISIONS

1. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
2. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or

- to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
3. Except for agreements entered under the Agriculture Conservation Experienced Services (ACES) program authorized by the Food, Conservation, and Energy Act of 2008, employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. An individual providing services under the ACES program is deemed to be an employee of the United States Government solely for purposes of chapter 171 of title 28, United States Code, provided the individual is acting within the scope of the agreement.
 4. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions.
 5. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.
 6. The recipient agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in DR 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. Recipients can access DR 3465-001 at <https://www.usda.gov/directives/dr-3465-001>

K. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

1. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (web sites, computer programs, etc.) that is substantially based upon or developed under this award:

“This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.”

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to include the full nondiscrimination statement, the material must, at a minimum, include the following statement:

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

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

2. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
3. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to recipient personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to FPAC.BC.GAD@usda.gov.
4. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

L. COST SHARING REQUIREMENTS

1. If the award has specific cost sharing requirements, cost sharing participation in other projects must not be counted toward meeting the specific cost share requirement of this award. Cost share must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute.
2. Cost share costs must be necessary and reasonable for accomplishment of project or program objectives.
3. Cost sharing must be documented on each SF 425 and payment requests as it is provided by the recipient or third party. The required cost sharing ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.
4. Should the recipient become aware that it may be unable to provide the cost share amount identified in this award, it must—
 - a. Immediately notify the FPAC Business Center Grants and Agreements Division via e-mail to FPAC.BC.GAD@usda.gov, and
 - b. Either specify the steps it plans to take to secure replacement cost share or specify the plans to phase out the project in the absence of cost share.

Failure by the recipient to notify FPAC in accordance with this section or failure to submit an acceptable remediation plan may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and/or termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment. FPAC reviews and approves or disapproves cost sharing remediation plans on a case-by-case basis.

5. The recipient must maintain records of all project costs that are claimed as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost sharing includes in-kind contributions, the basis for determining the valuation for volunteer

services and donated property must be documented.

6. Recipients must also request prior approval before changing the source or type of cost sharing. See the Prior Approval Section.

M. PROGRAM INCOME

1. Program income does not include Federal funds received under an award. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). Examples include fees charged for conferences or workshops, fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.
2. Unless recipients specifically request to use the deductive or cost share method, program income must be additive.
3. If program income is earned and not already identified and addressed in the award, the recipient must provide notification to the FPAC BC GAD via e-mail to FPAC.BC.GAD@usda.gov and indicate the preferred treatment method. Use of the deductive or cost share method may require an amendment or prior approval.
4. Program income may be used to meet recipient cost sharing requirements with prior approval of the Government.
5. Recipients must report all program income on the applicable SF 270 and SF 425 as it is earned.

N. PROCUREMENT STANDARDS

The recipient must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations, for the acquisition of property or services (including construction) required under a Federal award or subaward. Those procedures must comply with the procurement standards set out in 2 CFR 200.317-327, including the requirements regarding conflicts of interest, competition, and methods of procurement. Procurements must be well-documented, and those records are subject to inspection and audit.

O. BUILD AMERICA, BUY AMERICA FOR CONSTRUCTION

Buy America Preference -- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—

this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

1. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
2. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied

to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers: When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

1. applying the Buy America Preference would be inconsistent with the public interest;
2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing.

The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph 1. of this definition, except as provided in paragraph 2 of this definition. To the extent one of the items listed in paragraph 1 contains as inputs other items listed in paragraph 1, it is nonetheless a construction material.

1. The listed items are:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Fiber optic cable (including drop cable);
 - e. Optical fiber;
 - f. Lumber;
 - g. Engineered wood; and
 - h. Drywall.
2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

1. Articles, materials, or supplies that have been:

- a. Processed into a specific form and shape; or
 - b. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph 1 of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

P. NONEXPENDABLE EQUIPMENT

1. Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. All other recipients must follow these procedures.
2. Title to equipment acquired under a Federal award will vest conditionally in the recipient upon acquisition. The recipient must not encumber the property without prior approval of the Government.
3. The recipient must use the equipment for the authorized purposes of the project for as long as needed whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - a. Activities under a Federal award from the Federal awarding agency which funded the original program or project, then.
 - b. Activities under Federal awards from other Federal awarding agencies.
4. The recipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
5. The recipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years until final disposition.
6. When equipment is no longer needed for any of the purposes set out in this provision

and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request for disposition instructions to FPAC.BC.GAD@usda.gov.

Q. LIMIT OF FEDERAL LIABILITY

1. The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.
2. For awards where it is anticipated that the period of performance will include multiple budget periods, all subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

R. AMENDMENTS

The parties may modify this agreement via formal amendment executed by the authorized signatories of each. The FPAC Business Center's Grants and Agreements Division has developed streamlined procedures for certain agreement changes, including no-cost extensions and some changes to agency and recipients contacts that do not require formal amendments. Contact the administrative contact for this award for instructions.

S. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.
2. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
 - a. You may not require your 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.

- b. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph a. of this award provision are no longer in effect.
- c. The prohibition in paragraph a. 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.
- d. If FPAC determines that you are not in compliance with this award provision, FPAC:
 - i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with award terms and conditions.

T. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below.

1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.
2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.
3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
6. The recipient must notify all managers, supervisors, employees, contractors, agents,

- and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.
 8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
 9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
 10. Protected Information. Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:
 - a. State identification and county number (where reported and where located).
 - b. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - c. Farm, tract, field, and contract numbers.
 - d. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - e. Acreage information, including crop codes.
 - f. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - g. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - h. Location of conservation practices.
 11. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.
 12. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any (i) individual owner, operator, or producer; or (ii) specific data gathering site." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.
 13. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by

FPAC, including termination of the underlying Federal award.

14. Effective Period. The requirements of this provision are effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

U. NATIONAL POLICY REQUIREMENTS

The recipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link:

https://www.usda.gov/sites/default/files/documents/Regulatory_Statutory_National_Policy_Requirements_Overlay.pdf

V. TERMINATION

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

1. By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
2. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
3. By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
4. By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
5. If the Federal award is terminated for the recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) in accordance with 2 CFR 200.341.

W. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of the recipient entity's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

available in the designated integrity and performance system (currently, the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which The Recipient Entity Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in section 5 of this award condition;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined in section 5 of this award condition, that resulted in a finding of fault and liability and the recipient entity's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in section 2.c.(i), (ii), or (iii) of this award condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the part of the recipient entity; and
 - c) The requirement in this award condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award condition. The recipient entity does not need to submit the information a second time under assistance awards that the recipient received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient entity was awarded.

4. Reporting Frequency

During any period of time when the recipient entity is subject to the requirement in section 1 of this award condition, the recipient entity must report proceedings information through SAM for the most recent five-year period, either to report new

- information about any proceeding(s) that the recipient entity has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
5. Definitions - For purposes of this award condition:
- a. "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant (including a cooperative agreement). It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - b. "Conviction", for purposes of this award condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - c. "Total value of currently active grants, cooperative agreements, and procurement contracts" includes --
 - i. Only the Federal share of the funding under any Federal award with a recipient cost share; and
 - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

X. AWARD CLOSEOUT

1. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
2. The recipient must submit, no later than 120 calendar days after the period of performance end date, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that cost share requirements have been met. The awarding agency may approve extensions when requested by the recipient.
3. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement no later than 120 calendar days after the period of performance end date.
4. Recipients must submit all requests for reimbursements no later than 120 calendar days after the period of performance end date.
5. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.

Recipients must retain all records pertaining to the agreement in accordance with 2

CFR 200.333-337 and any additional requirements included in the agreement statement of work.

6. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316 and the terms of this agreement.
7. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal award within one year of the period of performance end date, the Federal awarding agency must proceed to close out with the information available, including de-obligation of remaining funds. In addition, in accordance with 2 CFR 200.344, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB- designated integrity and performance system (currently FAPIIS).

Refer to <https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing/index.html> for applicable forms.

Y. NON-DISCRIMINATION IN USDA PROGRAMS

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

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

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

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Z. CARE AND USE OF ANIMALS

For any award that involves the care and use of vertebrate animals, the recipient is responsible for complying with the Animal Welfare Act (7 USC, 2131-2156), Public Law 89- 544, 1996, as amended, and the regulations promulgated thereunder by the Secretary of Agriculture in 9 CFR Parts, 1, 2, 3, and 4. In the case of domesticated farm animals housed under farm conditions, the recipient must adhere to the principles stated

in the [Guide for the Care and Use of Agricultural Animals in Research and Teaching](#), published by the American Dairy Science Association®, the American Society of Animal Science, and the Poultry Science Association, 2020. The recipient must have an approved Animal Welfare Assurance Statement on file with the Public Health Service Office for Laboratory Animal Welfare (OLAW) that describes the institution's animal care and use policies, the line of authority for animal care at the institution, veterinary care program, personnel and facilities. If no assurance statement is on file, the organization must contact FPAC to discuss alternatives.

AA. USE AND ACCEPTANCE OF ELECTRONIC SIGNATURES

Use of electronic signatures is encouraged to increase efficiency when creating and maintaining electronic records. "Electronic signature" means symbols or other data in digital form attached to an electronically submitted document as verification of the sender's intent to sign the document or a method of signing an electronic message that identifies and authenticates a particular person as the source of the electronic message and indicates such person's approval of the information contained in the message along with a date stamp (44 U.S.C. 3504, Sec. 1710). FPAC agencies will accept such signatures on application materials, payment requests, reports, and any other document that requires a signature certification. Scanned or photographed images of manual signatures are also acceptable, though photographs are least preferred due to the large amount of digital storage required to maintain them. Names merely typed in script fonts or other unverified electronic signatures cannot be accepted. Application documents submitted through Grants.gov are deemed "signed" if they bear the Grants.gov date stamp footer. Documents transmitted via ezFedGrants are digitally authenticated and acceptable.

BB. SPECIAL PROVISIONS FOR AWARDS TO FOR-PROFIT ORGANIZATIONS

This section contains provisions that apply to awards to for-profit organizations. These provisions are in addition to or in exception of other applicable provisions of these general terms and conditions.

1. In accordance with 2 CFR 200.101, FPAC agencies apply the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards to for-profit entities.
2. No funds may be paid as profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
3. For-profit organizations that receive annual awards totaling more than the audit requirement threshold in Subpart F have two options regarding audits:
 - a. If the commercial organization receives awards under only one FPAC program, financial audit of that award in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States or, if awards are received under multiple FPAC programs, a financial audit of all awards in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States; or
 - b. An audit that meets the requirements contained in Subpart F.

CC. AGREEMENT COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

DD. CONTINUING OBLIGATIONS

The rights and obligations of the parties that, by their nature, would continue beyond the expiration or termination of this agreement (e.g., confidentiality-related clauses) shall survive such expiration or termination of this agreement.