

RESOLUTION NO. 2021-25
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO THE CONTRACT
AGREEMENT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC.
FOR THE GREAT LAKES RESTORATION INITIATIVE:
PLANTING TREES TO REDUCE RUNOFF PROJECT**

WHEREAS, Chagrin River Watershed Partners, Inc. (CRWP) was awarded the USDA, Forest Service Northeastern Area, State and Private Forestry Great Lakes Restoration Initiative Grant; and

WHEREAS, Mayfield Village previously supported the application for the grant and committed to working with CRWP to coordinate plantings and contributing \$14,722, which is 20% of the total budget, for the reforestation of 3.25 acres of riparian habitat on Village owned property near Bonnieview Road and Beech Hill Road; and

WHEREAS, Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into the Contract Agreement with CWRP for the Great Lakes Restoration Initiative: Planting Trees to Reduce Runoff Project.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. That Council of the Village of Mayfield authorizes and directs the Mayor and President of Council to enter into the Contract Agreement with CWRP for the Great Lakes Restoration Initiative: Planting Trees to Reduce Runoff Project as set forth in Exhibit A, attached hereto.

SECTION 2. That the Village of Mayfield does hereby agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Contract Agreement.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary and time sensitive funding for reforestation

efforts. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: August 2, 2021

Second Reading: _____, 2021

Third Reading: _____, 2021

PASSED: August 2, 2021



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST:  _____

MARY E. BETSA, MMC
Clerk of Council



May 25, 2021

CONTRACT AGREEMENT

Great Lakes Restoration Initiative: Planting Trees to Reduce Runoff – Central Lake Erie

<p>Project Contact, Address & Telephone: Frank Stupczy, City Forester, 6622 Wilson Mills Rd., Mayfield, Ohio 44143. (440) 823-4434</p>
<p>CRWP Project Contact, Address & Telephone: Kristen Hebebrand PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870*1004.</p>
<p>Contract Period: April 1, 2021 – September 30, 2022</p>

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and Mayfield Village (hereafter referred to as Mayfield Village) regarding the administration of the USDA, Forest Service Northeastern Area, State and Private Forestry (hereafter referred to as USFS) Great Lakes Restoration Initiative grant reporting for the Great Lakes Restoration Initiative: Chagrin and Cuyahoga River Watershed Tree Plantings project (hereafter referred to as the Project).

The parties to this contract hereby recognize the following background to this contract:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities to address current, and minimize new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. CRWP has acquired a Great Lakes Restoration Initiative grant for the Project from the USFS (hereinafter referred to as the Grant). This Grant agreement is Exhibit A to this agreement.
3. Mayfield Village is a Member of CRWP in good standing.
4. The Project includes planting of 2,620 native tree and shrubs across 7 sites covering approximately 19.5 acres to intercept 579,012.035 gallons of rainfall yearly in Ohio’s Central Lake Erie Basin Watershed. These native trees and shrubs will be planted along approximately 4,760 linear feet of stream throughout 6 communities and 5 watersheds. These plantings will be across the following HUC-12 watersheds: Baldwin Creek-East Branch Rocky River, Doan Brook-Frontal Lake Erie, Euclid Creek, Griswold Creek-Chagrin River, and Marsh Creek. The Project is a partnership of the following members of the Central Lake Erie Basin Collaborative: CRWP, Cuyahoga Soil and Water Conservation District (CSWCD), Doan Brook Watershed Partnership (DBWP), Friends of Euclid Creek, Lake County Soil and Water Conservation District (LSWCD), and Rocky River Watershed Council. The landowners and land managing partners of this Project include the City of Richmond Heights, the City of Lyndhurst, the City of North Royalton, Nature Center at Shaker Lakes, Mayfield Village, and the City of Mentor. CRWP will hire one restoration contractor to perform the restoration activities at all these sites. This project will include and shrub plantings at the following 7 publicly-owned sites:



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- a. 295 trees and 800 livestakes at the Nature Center at Shaker Lakes in the City of Cleveland, Cuyahoga County (41.485364, -81.574620).
 - b. 60 trees and shrubs and 380 livestakes at the Sprague-Abbey site in the City of North Royalton, Cuyahoga County (41.350269, -81.776793).
 - c. 715 trees and shrubs at a Mayfield Village site, Cuyahoga County (41.534331, -81.431289).
 - d. 100 trees and shrubs at 3 public parcels in the City of Lyndhurst, Cuyahoga County (Ridgebury Road (Parcel 71107018), Kneale Drive (Parcel 71208004), Richmond Road (Parcel 71109004)).
 - e. 45 trees and shrubs at Claribel Creek and Community Park in the City of Richmond Heights, Cuyahoga County (41.552924, -81.494489).
 - f. 200 trees and shrubs at the City of Mentor's Springbrook Park, Lake County (41.6867, -81.3042) and 25 trees and shrubs at the City of Mentor's Civic Center, Lake County (41.6972, -81.3336).
5. CRWP's selected subcontractor will install 400 – 1- gallon container native shrubs/plants, 300 – 3-gallon container native shrubs/plants, 15 - 1.5" caliper trees, 3.25 acres of native seeding, deer protection and develop a SWPPP for Mayfield Village. The subcontractor will also provide some invasive vegetation removal, watering, and some maintenance post planting as part of this Project.

SECTION B: MAYFIELD VILLAGE COMMITMENTS

Under this contract, Mayfield Village agrees to the following:

1. Include CRWP in presentations related to the Project and provide CRWP with any supporting material necessary to fulfill Project commitments.
2. Review CRWP and CRWP's subcontractor documents associated with the Project.
3. Provide construction oversight of restoration work completed at Mayfield Village's planting sites in partnership with CRWP.
4. Provide cash. Mayfield Village to deposit \$14,722.00 of cash match funds with CRWP. CRWP will use \$500.00 of the cash match funds for educational signage. This signage is to be designed and ordered by CRWP. CRWP will receive partner and USFS approval prior to ordering signage. CRWP will use \$14,222.00 of the cash match to pay the selected contractor.
5. Mayfield Village will be responsible to follow the Tree Planting and Maintenance Plan (Exhibit B) for the plantings installed at their sites.
6. Track and document Mayfield Village employee labor hours, in-kind match, and cash match contributions towards the Grant project and provide information quarterly to CRWP for the Grant reporting. Mayfield Village will use the reporting template provided by CRWP (Exhibit C). Submit quarterly tracking reports on the following dates:
 - July 9, 2021



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- October 8, 2021
 - January 7, 2022
 - April 8, 2022
 - July 8, 2022
 - October 7, 2022
1. Agree to be subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and follow the regulations found in 2 CFR 200.330 through .332. This agreement shall be subject to the requirements of the grant contract between USFS and CRWP (Exhibit A) under the Great Lakes Restoration Initiative.
 2. Mayfield Village certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

SECTION C: CRWP COMMITMENTS

Under this contract, CRWP agrees to the following:

1. Administer the Grant through report preparation with information provided by Mayfield Village.
2. Draft a Request for Proposals for riparian restoration practices for this project.
3. Lead scoring of received proposals and the selection of contractor in coordination with Mayfield Village and all Project partners.
4. Conduct education and outreach for the Project in partnership with Mayfield Village.
5. Review bid and construction documents associated with the Project to ensure riparian stream restoration practices are approved by USFS.
6. Assist with construction oversight in consultation with Mayfield Village.
7. CRWP will use \$500.00 of the cash match funds provided by Mayfield Village for educational signage. This signage is to be designed and ordered by CRWP. CRWP will receive partner and USFS approval prior to ordering signage. CRWP will use \$14,222.00 of the cash match provided by Mayfield Village to pay the selected contractor.
7. Agree to be subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and follow the regulations found in 2 CFR 200.330 through .332.



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SECTION D: SPECIFIC PROGRAM REQUIREMENTS

3. Each party to this agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this contract.
4. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this contract.
5. This contract shall reference the requirements of the grant contract between USFS and CRWP (Exhibit A) under the Great Lakes Restoration Initiative.

SECTION E: PAYMENTS

1. Mayfield Village hereby offers funding of \$14,722.00 of cash match. Mayfield Village will deposit these funds with CRWP within 30 days of being invoiced by CRWP. CRWP will invoice Mayfield Village upon CRWP entering a contract with the selected contractor.

SECTION F: GENERAL TERMS AND CONDITIONS

1. Mayfield Village and CRWP may modify this contract by mutual written agreement.
2. All press releases or other public notices supported in whole or in part by this contract shall credit the funding program as directed in the USDA Supplemental 2 CFR 415.2 and be reviewed by CRWP.
3. If Mayfield Village and/or CRWP fail to perform its obligations under this contract and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this contract or determine that such failure does not warrant termination. In either case, CRWP may require Mayfield Village to provide cash or in-kind match proportional to the value of any work performed at Mayfield Village's project site in accordance with this contract up until the termination of this contract.
4. **INSURANCE.** Mayfield Village shall obtain insurance in accordance with the minimum requirements of this Agreement, as set forth below:
 - a. **GENERAL LIABILITY.** Mayfield Village shall carry comprehensive general liability insurance, occurrence version, in an amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$2,000,000.
 - b. **WORKER'S COMPENSATION.** Mayfield Village shall provide evidence of proper worker's compensation coverage upon request of CRWP.



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- c. EVIDENCE OF COVERAGE. Within 30 days of the date of signing this contract, Mayfield Village shall provide CRWP with a certificate of insurance evidencing each type of coverage required or provided under this section, which shall be primary coverage and shall name CRWP as an additional insured and shall provide CRWP notice of cancellation or non-renewal of any such coverage at least thirty (30) days before cancellation or non-renewal.
5. CRWP or Mayfield Village may terminate this contract, in whole or in part, without liability, if either party determines that continued operation of this contract will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
6. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
7. CRWP and Mayfield Village agree to follow the terms of the grant agreement between the CRWP and the USDA, Forest Service Eastern Area, State & Private Forestry (Exhibit A).
8. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

9. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in Lake County, Ohio.

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

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

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



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

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

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

SECTION G: CONTRACT EFFECTIVE DATE

This contract is effective when signed by Mayfield Village and CRWP. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this contract that would materially change the terms and conditions of this contract, CRWP may require Mayfield Village to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The parties to this contract hereby agree to the terms and conditions as stated above.

Date _____
Heather Elmer, Executive Director
Chagrin River Watershed Partners, Inc.

Brenda Bodnar Date 8-2-21
Mayor Brenda Bodnar
Mayfield Village

Stephen Schutt
Stephen Schutt
President of Council, Mayfield Village

Approved as to Form:
Anthony J. Coyne
Anthony J. Coyne
Law Director, Mayfield Village

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 21-DG-11094200-024
Between
CHAGRIN RIVER WATERSHED PARTNERS INC
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE AND PRIVATE FORESTRY**

Project Title: Great Lakes Restoration Initiative - Planting Trees to Reduce Runoff - Central Lake Erie

Upon execution of this document, an award to Chagrin River Watershed Partners Inc, hereinafter referred to as “the Recipient,” in the amount of **\$215,933.15**, is made under the authority of the Cooperative Forestry Assistance Act of 1978. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.664 Cooperative Forestry Assistance Program. The Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated June 26, 2020, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

A match waiver has been granted for this project. Your organization has agreed to meet a cost share of \$64,209.44, as reflected in your application, financial plan and narrative.

Any project completed in the field that will be visible to the general public will require signage that gives project information and credit to the Great Lakes Restoration Initiative and the Forest Service.

The Master Agreement number as the funding source for **21-DG-11094200-024** is 20-IA-11090100-010 which expires 09/30/2025. This award, **21-DG-11094200-024** for Planting Trees to Reduce Runoff - Central Lake Erie may not be extended beyond May 30, 2025.

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

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** The Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kristen Hebebrand Address: 38238 Glenn Ave, P.O. Box 229 City, State, Zip: Willoughby, OH 44096 Telephone: 440-975-3870 x 1004 Email: khebebrand@crwp.org	Name: Heather Elmer Address: 38238 Glenn Ave, P.O. Box 229 City, State, Zip: Willoughby, OH 44096 Telephone: 440-975-3870 x 1001 Email: helmer@crwp.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Donna Foster Address: 180 Canfield Street City, State, Zip: Morgantown, WV 26505 Telephone: 304-285-1547 Email: donna.m.foster@usda.gov	Name: Midori Raymore Address: 626 E. Wisconsin Ave. City, State, Zip: Milwaukee, WI 53202 Telephone: 414-297-1894 Email: midori.raymore@usda.gov

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

- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Recipient shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- E. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

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

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number in Block 4. If this award has multiple projects, each project must be identified in separate columns in Block 11 for tracking purposes.

The invoice must be sent by one of three methods:

EMAIL (preferred): SM.FS.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

- F. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **10.91%** as shown in the NICRA provided by the Cooperator. The Recipient has elected not to assess indirect costs against this award.

As new NICRAs are agreed to between The Recipient and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates

apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

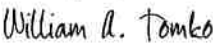
If the NICRA is for a provisional rate, The Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- G. PRIOR WRITTEN APPROVAL. The Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The start date of this award is 10/01/2020. Pre-award costs are authorized pursuant to 2 CFR 200.458.

The end date, or expiration date is **09/30/2022**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

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

DocuSigned by:
 12/23/2020
0234166D116047E

WILLIAM A. TOMKO, Board President Date
Chagrin River Watershed Partners Inc

ROBERT LUECKEL, Deputy Regional Forester Date
Forest Service, Eastern Region, State and Private Forestry

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



Digitally signed by MIDORI RAYMORE
Reason: I have reviewed this document
Date: 2020.12.18 14:26:23 -06'00'

12/18/20

MIDORI C. RAYMORE
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The Recipient or any third party.
- C. NOTICES. Any notice given by the Forest Service or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

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

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

- D. SUBAWARDS. The Recipient shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.
- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

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

The Recipient shall submit annual performance reports. These reports are due 90 days after the reporting period end. The final performance report shall be submitted either with the Recipient's final payment request, or separately, but not later than 120 days

from the expiration date of the award.

- Additional pertinent information: All required reports and official correspondence shall be sent to SM.FS.R9SPFgrants@usda.gov email inbox for processing and recordkeeping.

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

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

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

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

- K. USE OF GOVERNMENT OWNED VEHICLE. Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this award takes place, and the terms of this award

- L. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The Recipient may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.

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

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

- N. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- O. COPYRIGHTING. The Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

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

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

This provision includes:

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

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

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

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

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

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

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

Q. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
5. Unless the terms and conditions of the award provide otherwise, the Recipient shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However,

Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

R. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish the Recipient a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Recipient appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, the Recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude The Recipient from pursuing remedies available under the law.

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

Any unobligated balance of cash advanced to The Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

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

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

- U. DEBARMENT AND SUSPENSION. The Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment

or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

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

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

W. TRAFFICKING IN PERSONS.

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

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

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

- 2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this

- award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

X. DRUG-FREE WORKPLACE.

1. The Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions the Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify The Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. The Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The Recipient learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the Recipient must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Y. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

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

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

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

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

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

when driving while on official Government business or when performing any work for or on behalf of the Government.

- CC. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

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

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

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

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

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

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

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

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

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

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

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

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

END OF ATTACHMENT B: 2 CFR PART 170

Tree Planting and Maintenance Plan for Newly Planted Trees

USDA Forest Service Great Lake Restoration Initiative Grants

Organizations that plant trees through a U.S. Department of Agriculture, Forest Service Great Lakes Restoration Initiative grant agree to maintain newly planted trees and other vegetation for a reasonable life span, with particular emphasis on the initial 3-year establishment period. This document is a template for summarizing the planting plan and developing a maintenance plan. Use planting and maintenance standards generally accepted by the industry; they can be found in resources such as the [Guidance for Landscape Tree Planting](#) and references cited in that guidance.

Planting Location Name (City, Town, Watershed, etc.): 6 Communities in Ohio's Central Lake Erie Basin Watershed

Grantee: Chagrin River Watershed Partners, Inc.

Maintenance Contact: Kristen Hebebrand **Email:** khebebrand@crwp.org

Year(s)/Season(s) of Planting: Fall 2021

Trees/# Shrubs to be Planted: 2,620

Type(s) of Plant Stock (e.g., B & B, container, bareroot): 1 and 3-Gallon container, 1.5 inch caliper B & B, live stakes

Size (average caliper; include details in table on last page): < 1 inch and 1.5 inch

Describe how activities below will be completed. If an activity is not applicable, briefly explain.

1. Tree Planting and Maintenance Personnel

- a. Identify the parties responsible for tree planting and maintenance during the grant period as well as long-term maintenance beyond the life of the grant. Describe the roles of each party.

The restoration contractor will be responsible for tree planting and maintenance during the grant period. A replacement warranty from the nursery for the duration of the project period will be obtained as part of contract conditions. The restoration contractor will be primarily responsible for maintenance and monitoring of the stock. Maintenance shall begin after restoration has been completed and shall continue through the grant period. The contractor shall fully replace trees that are in poor condition or die prior to the end of the grant project period (unless due to natural disaster beyond control of the project manager). Long-term maintenance beyond the life of the grant will be the responsibility of the public landowner.

- b. Describe the experience level of tree planting and maintenance personnel. If volunteers, homeowners, or inexperienced staff will be utilized, they should receive basic training and literature on proper maintenance techniques. Is training needed, and how will you provide it?

Tree planting and maintenance during the project period will be completed by an experienced restoration contractor selected through a Request for Proposals process. Chagrin River Watershed Partners Inc (CRWP) or other Central Lake Erie Basin Collaborative Partners will direct any inexperienced staff in site preparation and maintenance duties. Cuyahoga SWCD have staff members certified as Sherwick Tree Stewards. CRWP brings experience in watershed protection and restoration, including successfully completed plantings supported by U.S. Forest Service Great Lakes Restoration Initiative grants, and can provide individual training in the field and supervision.

- c. When trees are planted on private property, the property owner should sign an agreement to confirm they will maintain and protect the trees and provide access to the organization responsible for planting and maintenance. If applicable, what steps have you taken to ensure maintenance of private property?

All plantings will occur on publicly owned lands. Support letters from all property owners/managers have been secured stating the trees will be maintained by staff. The Collaborative partners will provide guidance and oversight to all staff maintaining trees.

d. How will you periodically confirm tree maintenance work is performed correctly?

During the project period, confirmation of correct tree selection, planting, maintenance methods, and planting locations will occur through site visits to the planting sites by the CRWP project manager. Broken or damaged branches will be removed at planting. After establishment, dead, dying, or diseased branches will be removed. CRWP staff and project partners including the land managers have extensive experience in inspecting and maintaining trees to ensure that they are healthy and reducing stressors such as invasive species encroachment.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years, depending on rainfall and site conditions.

To reduce watering needs, planting will be conducted in Fall 2021. Water will be delivered to the project sites by the restoration contractor or the landowner and land managers will provide watering as in-kind match. This can include using watering bladders. Watering of the stock will be conducted once per week in the first year through October 15 if no sufficient rain has fallen in that week. Watering in the second and third years will occur during periods of drought or unseasonably hot/dry times. Watering will occur at a rate of 5-10 gallons per caliper inch measurement of the trunk.

3. Mulching Trees

Describe how mulch and/or other ground treatments will be used to reduce competing vegetation and improve tree health. Identify quality control measures that will maintain proper mulch depth (2-4" for landscape trees) and keep mulch 1-2" away from the base of the tree trunk.

Mulching will be done at installation and care will be taken to leave the root flare exposed. The mulch will be 2-4 inches of hardwood mulch and shall provide a uniform texture free of sawdust, weed seeds, foreign materials, and any artificially introduced chemical compounds detrimental to plant life.

4. Staking and Guying Trees

If staking is deemed necessary due to mowing, vandalism, or wind conditions, describe the staking and guying method and materials to be used. Also describe plans (timing and responsible party) for inspection and removal.

Staking and guying is not anticipated to be necessary as the topography is flat and the sites are not excessively windy, but if stakes are used on the trees all stakes and wiring will be removed by CRWP, watershed organization partners or the restoration contractor in the second year of planting.

5. Checking Tree Health

The grantee will check trees regularly (at minimum every 6-12 months) to identify and address tree health concerns. Indicate who will be inspecting the trees, frequency, the tree inspection process, and what follow-up will occur.

The planting areas will be carefully assessed and monitored to ensure proper establishment and maintenance of vegetation. Project partners with assistance from CRWP will conduct twice-annual inspections to the site in the spring and fall to physically examine the stock for dead, diseased, or dying trees and shrubs. Any cracked, crooked, or crossed tree branches will be noted for pruning any observations will be logged on a maintenance inspection sheet and the contractor and/or landowner will be notified of issues that must have corrective action taken. Between 1 and 3 years after planting, a sample survey evaluating survival rate and condition of planted trees will be completed by the restoration contractor to assess survival rates and inform future projects.

6. Tree Protection

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Planted stock will be protected from deer browse and other wildlife with protection cages consisting of materials which may include 36-inch diamond mesh, polypropylene, rigid seedling protector tubes, wire fencing, and/or 48-inch by 1-inch wooden guard stakes secured with UV resistant cable ties. The tubes will allow water and sunlight to reach the plants, while protecting from browse. They are also less susceptible to windthrow and rodent/bird nesting than solid tubes due to open-mesh design. Tubes will be pressed into the soil to help further secure the tubes and deter entry by rodents.

7. Pruning

Newly planted trees should need little pruning if they were properly cared for at the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and structural pruning can be done if needed. Describe how any needed pruning will be done.

The restoration contractor will remove any broken or damaged branches at planting. After establishment, dead, dying, or diseased branches will be removed and crossed, crooked, or cracked branches will be pruned within the grant period by the restoration contractor. Any additional pruning will be conducted in a way so as to train a dominant central leader to ensure strong tree growth and development.

8. Tree Warranty

Trees planted under contract should include a warranty for replacement (due to poor condition or mortality), unless otherwise stated in the grant narrative. Describe your expected warranty conditions.

The restoration contractor will be required to include a warranty for replacement of planted trees due to poor condition or mortality for the duration of the project period. The warranty will require a 75% survival guarantee; below this survival rate, trees that are in poor condition or that have died will be replaced by the restoration contractor. Trees planted at the City of Lyndhurst site will be excluded from the warranty and the City will be responsible for tree maintenance and replacement of dead or poor condition trees for the duration of the project period; this service will be provided by the City as in-kind match towards the project.

9. Tree Replacement

The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the project grant agreement, unless loss is due to natural disaster beyond the control of the project manager or is allowed for in the grant narrative. If the plan allows for some tree mortality within the establishment period, the grant narrative should include a target survival rate, tree replacement would occur below that rate. Describe tree replacement plans.

The restoration contractor will be required to include a warranty for replacement of planted trees due to poor condition or mortality for the duration of the project period. The warranty will require a 75% survival

guarantee; below this survival rate, trees that are in poor condition or that have died will be replaced by the restoration contractor.

10. Planting Summary

Provide a summary of planned tree plantings for the proposed project in the table below. Add lines as needed to capture groupings of trees with similar attributes (e.g. species, size). This summary is not a substitute for a detailed planting plan developed by a qualified professional.

Location	Species	Size (caliper, in inches, preferred)	Number Planted
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	Livestakes	800
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	1-gallon container stock (<1" caliper)	100
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	170
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	1.5" inch caliper tree	25
Claribel Creek and Community Park (City of Richmond Heights)	Native riparian species to be selected during design phase of project	>1" caliper tree	5
Claribel Creek and Community Park (City of Richmond Heights)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	40
City of Lyndhurst Riparian Parcels	Native riparian species to be selected during design phase of project	>1" caliper tree	15
City of Lyndhurst Riparian Parcels	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	85
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	1-gallon container stock (<1" caliper)	400
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	300
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	1.5" inch caliper tree	15
Baldwin Creek at Sprague-Abbey (City of North Royalton)	Native riparian species to be selected during design phase of project	Livestakes	380
Baldwin Creek at Sprague-Abbey (City of North Royalton)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	60
City of Mentor Civic Center	Eastern Red Cedar	1.5" inch caliper tree	5
City of Mentor Civic Center	Bur Oak	1.5" inch caliper tree	10
City of Mentor Civic Center	Eastern Redbud	1.5" inch caliper tree	10
City of Mentor Springbrook Gardens	Black Oak	1.5" inch caliper tree	30
City of Mentor Springbrook Gardens	Scarlet Oak	1.5" inch caliper tree	40
City of Mentor Springbrook Gardens	Black Walnut	1.5" inch caliper tree	30

City of Mentor Springbrook Gardens	Bitternut Hickory	1.5" inch caliper tree	40
City of Mentor Springbrook Gardens	Bur Oak	1.5" inch caliper tree	30
City of Mentor Springbrook Gardens	Eastern Redbud	1.5" inch caliper tree	30



USFS GLRI Planting Trees to Reduce Runoff-Central Lake Erie Progress Report

Organization Name: _____

Contact Name: _____

Reporting Period: _____

Match Budget:

Partner Commitment	Budget
Cash Match Commitment: Mayfield Village to deposit all cash match funds with CRWP. CRWP will use \$500.00 of the cash match funds for educational signage. This signage is to be designed and ordered by CRWP. CRWP will receive partner and USFS approval prior to ordering signage. CRWP will use \$14,222.00 of the cash match to pay the selected contractor.	\$14,722.00

CASH MATCH

Cash match funds: \$14,722.00
Cash match funds deposited with CRWP this quarter _____
Total cash match funds deposited with CRWP:
(through this quarter): _____
Cash match funds remaining : _____

(Please attach documentation of all expenditures, such as timesheets, paystubs/payroll, approved expense reports, cancelled checks, receipts)

Signature

Name and Title

Date

*Any questions, please contact CRWP:
Kristen Hebebrand 440-975-3870 ext. 1004 khebebrand@crwp.org

Cash match funds: \$14,722.00

Cash match funds deposited with CRWP this quarter _____

Total cash match funds deposited with CRWP:
(through this quarter): _____

Cash match funds remaining : _____

(Please attach documentation of all expenditures, such as timesheets, paystubs/payroll, approved expense reports, cancelled checks, receipts)



Signature

Name and Title

Date

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