

SUBAWARD GRANT AGREEMENT
BETWEEN AMERICAN FORESTS AND CITY OF ANN ARBOR, MICHIGAN FOR
INFLATION REDUCTION ACT
URBAN & COMMUNITY FORESTRY INITIATIVE

This Subaward Agreement (“**Subaward**” or “**Agreement**”) No. 24-CA-11132544-010-014 is entered into the [] by and between American Forests (“**American Forests**” or “**AF**”) and City of Ann Arbor, Michigan (“**Subrecipient**”). American Forests and Subrecipient may be referred individually as “Party” or collectively as the “Parties.”

	<p>Name: City of Ann Arbor, MI (“Subrecipient”)</p> <p>Type of entity [e.g., government, corporation, LLC, sole proprietor]: government</p> <p>State of incorporation, partnership, or formation: Michigan</p>
<p>All Notices: 1220 L Street, NW Suite 750, Washington, DC 20005 Attn: Meliha Aljabar</p>	<p>All Notices: Street: 301 E Huron St City & State: Ann Arbor, MI Zip: 48104-1908 Attn: Tiffany Giacobazzi</p>
	<p>Subrecipient Unique Entity Identifier: R9C4BRD4M7L9</p>
<p>Federal awarding agency:</p>	<p>U.S. Department of Agriculture, Forest Service</p>
<p>Federal Award Identification Number (FAIN):</p>	<p>24-CA-11132544-010</p>
<p>Federal Assistance Listing</p>	<p>10.727, Inflation Reduction Act Urban & Community Forestry</p>
<p>Federal Award date:</p>	<p>01/10/2024</p>
<p>Project Title:</p>	<p>Understanding Ann Arbor's Tree Canopy: Tools for Mapping and Assessing Future Opportunities</p>

Project description:	Ann Arbor’s urban forest - both publicly and privately owned - is a defining and valued part of the community. This proposal seeks funding to expand and diversify the City’s urban forestry conservation and maintenance efforts within disadvantaged communities identified using the EPA’s EJScreen tool. We propose: holistically assessing our urban tree canopy to drive prioritization of private property planting and maintenance efforts within the identified communities; assessing management priorities across our Parks system and expanding management efforts within Parks in the identified communities; and conducting a study to assess the feasibility of starting a City/County-owned tree nursery.
Subaward Period of Performance Start and End Date:	[] - 04/30/2028
Subaward Budget Period Start and End Date	[] - 04/30/2028
Total amount of federal funds	\$1,000,000.00

RECITALS

American Forests has been selected for the award of a federal financial assistance award from the United States Department of Agriculture, Forest Service (“Forest Service” or “the Agency”), in support of a project entitled Fostering Community-Led Action to Advance Tree Equity (“the Project”) for which American Forests will serve as a pass-through entity for subawards.

The Agency has identified a project narrative and budget submitted by Subrecipient to the Agency to be of interest with regard to the Project and recommended that American Forests engage Subrecipient to perform such effort.

American Forests desires Subrecipient to perform certain work within the scope of the Project described above and as further described in Exhibit 1 hereto under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such work.

NOW THEREFORE, American Forests hereby awards a cost reimbursable subaward to Subrecipient on the following agreed terms and conditions.

ARTICLE I - DEFINITIONS

A. As used in this document, the words and phrases set forth below shall have the following meanings:

1. **“Forest Service”** or **“the Agency”** means the U.S. Department of Agriculture (“USDA”), Forest Service.
2. **“Grant”** and **“Grant Agreement”** means Cooperative Agreement No. 24-CA-11132544-010, between the Agency and American Forests, including all attachments, documents incorporated by reference, and amendments thereto.
3. **“Recipient”** means American Forests.
4. **“Subrecipient”** means an entity receiving a subaward from a pass-through entity (“recipient”) to carry out a part of the “Grant”.
5. **“Project”** is defined as the project described in the Grant Agreement and Subrecipient’s project narrative.
6. **“Project Activities”** means all activities conducted by Subrecipient in furtherance of the Grant Purposes as part of the Project.
7. **“Purposes”** means the specific goals and purposes of this Project set forth in the Grant Agreement.
8. **“Subgrant”** means the funds granted to Subrecipient by American Forests and the restrictions on its use required by the Grant and Subgrant Agreements.

9. **“Subaward Grant Agreement,”** “Subaward Agreement,” and “this Agreement” means this agreement between American Forests and Subrecipient.

10. **“Budget”** means the Subrecipient’s budget for the Project as approved by the Agency.

The term “days” refers to calendar days unless otherwise specified.

B. All other capitalized terms shall have the definitions assigned to them in this Agreement or in 2 CFR Chapter 1, Part 200, section 200.1 *et seq.* unless it is clear from the usage that the Parties intended to assign a commonly used definition to such terms.

C. This award is subject to the 2 CFR Part 20, Subparts A through F, as adopted and supplemented by the USDA in 2 CFR Part 400.

ARTICLE II - INCORPORATION OF GRANT AGREEMENT

American Forests makes this subgrant to Subrecipient subject to the Grant Agreement, which is incorporated by reference. Subrecipient acknowledges that it is a “subrecipient” under the Grant and agrees to comply with all provisions identified in the Grant as being applicable to, or required to be flowed down to, a “subrecipient” or “Non-Federal Entity”, as applicable under the Grant and applicable regulations.

ARTICLE III - AMOUNT AND TERM

A. AWARD AMOUNT: This award is in the amount of \$1,000,000.00 subject to the requirement that Subrecipient incur and invoice for allowable costs as specified herein.

B. TERM: This subaward shall be effective upon full execution. Subgrant funds may not be used to support activities conducted prior to the Effective Date. This Subgrant Agreement is effective through 04/30/2028, or until terminated, whichever occurs first.

C. ALLOWABLE COSTS: Subrecipient shall not submit any costs that are unallowable under federal regulations (per [2 CFR Part 200, Subpart E](#)) or this Agreement for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in subsection B (except as expressly agreed otherwise by American Forests), or that lie outside the scope of the activities in Exhibits 1 and 2 are unallowable.

ARTICLE IV - PAYMENT

A. PAYMENT DISBURSEMENTS: American Forests shall reimburse Subrecipient for the costs of Project Activities in accordance with the Budget. Such payments shall not exceed the amounts identified in the Budget for each line item by more than 10% without the prior written consent of American Forests. Indirect cost rates shall remain fixed throughout the term of this award based on the Budget. American Forests reserves the right to request and receive supporting documentation to substantiate payment requests and the amounts claimed, which shall be exercised in its sole discretion. Payment of invoices is contingent upon a determination by American Forests that the amounts being invoiced are allowable, allocable, and reasonable under applicable regulations.

Notwithstanding the foregoing, Subrecipient must promptly refund any excess payments received from American Forests, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation.

B. USE OF GRANT FUNDS: Subrecipient will use the Subgrant funds solely for the Purposes of this Agreement. Any interest earned by Subrecipient on the Subgrant funds shall be used by Subrecipient to cover Project Activities. Subrecipient will repay to American Forests any portion of the amount disbursed to Subrecipient that is not used for these Purposes.

C. MATCH WAIVER: The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance that 100% of the work and funding will benefit disadvantaged communities, as defined by the tools and guidance provided by the Forest Service as of the date of signing this award. In the event the Forest Service updates or revises its tools or guidance, the Parties shall confer as to whether all of the work and funding still will benefit qualifying disadvantaged communities. Subrecipient further shall certify in its bi-annual reports that the communities served qualify as “disadvantaged” in accordance with Forest Service tools and guidance. In the event the communities served no longer qualify as “disadvantaged” per such tools and guidance, this award may be terminated by American Forests.

ARTICLE V - REPORTING

A. SUBGRANT REPORTS: Subrecipient agrees to provide American Forests with all documentation, reports, and other information necessary for American Forests to complete in a timely manner all reports required by the Grant as well as such other information reasonably requested in writing by American Forests, as further described in Exhibit 3.

B. NARRATIVE REPORTS: The narrative report shall describe accomplishments as of the date of the report, outlining activities undertaken, strategic choices that were made as a result of the Subgrant, and achievement of Subgrant purposes.

C. FINANCIAL REPORTS: The financial report shall reflect the expenditures of the Subgrant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Subgrant term. The reports also should address actual spending at the level of detail in the Budget, and an explanation of any variances.

D. SUBGRANT REPORT FOLLOW-UP: American Forests or the Agency may request conferences or meetings with Subrecipient to discuss details of the Subgrant Report(s), and American Forests or the Agency may require additional supporting documentation or clarifications to the Subgrant Report prior to the release of the next scheduled payment. Upon completion of the Subgrant, Subrecipient will submit a Final Subgrant Report.

E. COMMUNICATIONS WITH AGENCY: Subrecipient acknowledges that communications with the Agency should flow through American Forests. If Subrecipient and the Agency communicate directly with one another, Subrecipient will promptly notify American Forests of any

substantive matters discussed which might impact American Forests' administration of this Agreement or the Project.

F. REPORTING OF FIRST TIER SUBAWARDS: In accordance with Exhibit 6, Subrecipient agrees to provide American Forests with all information necessary for American Forests to complete in a timely manner all required reports, including the names and total compensation of each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year, or documentation that Subrecipient is exempt from such reporting.

ARTICLE VI - MONITORING

A. American Forests may conduct monitoring to ensure Subrecipient capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that Subrecipient has in place effective internal controls to achieve these goals.

B. Monitoring will include an assessment of Subrecipient's performance against the goals and performance standards of the Grant and as required herein.

C. As a part of its ongoing monitoring process, American Forests will evaluate Subrecipient's progress and project goal attainment based on the required reports prepared by Subrecipient, as well as through regular meetings and/or ongoing discussions with Subrecipient project staff. American Forests reserves the right to request and conduct an onsite visit as part of its monitoring plan, and will provide reasonable advance notice of such a visit.

D. American Forests may require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. Subrecipient shall adhere to any monitoring and evaluation plans developed and specifically required by American Forests as a result of monitoring activities.

ARTICLE VII - AUDITS AND MAINTENANCE OF RECORDS

A. BOOKS AND RECORDS: Recordkeeping is subject to [2 CFR 200.334 - 200.338](#). Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in sufficient detail to substantiate all expenditures related to this award. Subrecipient shall maintain these books and records for a period of at least three (3) years from final payment from American Forests.

B. AUDIT: Subrecipient is responsible for complying with the audit requirements in [2 CFR 200, Subpart F](#) and the Subrecipient shall furnish a copy of any such audit report to American Forests within 180 days of Subrecipient's year-end. Subrecipient shall give American Forests, the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) at any time. American Forests shall provide reasonable advance notice to Subrecipient in the event of its audit and shall undertake reasonable efforts to do so in the event of an audit by the Agency or its representative.

Copies of requested documents shall be furnished at no cost to American Forests or the United States government representatives if requested.

C. SINGLE AUDIT: In accordance with [2 CFR 200.501\(a\)](#), non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must have a Single Audit conducted in accordance with [2 CFR 200.514](#). If Subrecipient has received a Single Audit for the preceding year, a copy shall be provided. Subrecipient agrees to have such an audit conducted if applicable. As a condition of this award, Subrecipient shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. Subrecipient shall provide a copy of any required Single Audit reports to American Forests within 180 days of Subrecipient's year-end.

ARTICLE VIII - COMPLIANCE WITH LAWS

A. APPLICABLE LAWS: Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and applicable Agency guidance, and all provisions required thereby to be included herein are hereby incorporated by reference.

B. PERMITS: Subrecipient warrants that it and its subrecipients and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for American Forests.

C. INTERNAL CONTROLS: Subrecipient shall establish and maintain effective internal controls over this award per [2 CFR 200.303](#) that provides reasonable assurance that Subrecipient is managing the effort in compliance with Federal statutes, regulations, and the terms and conditions of the Grant. Subrecipient shall monitor its performance and take prompt action when it identifies any instances of noncompliance.

ARTICLE IX SUBCONTRACTING AND SUBAWARDING

A. APPROVAL REQUIRED. Subrecipient shall not issue any subcontracts or subawards under this Agreement without prior written approval from American Forests. Acceptance of a Budget that identifies specific subawards or subcontracts shall constitute such approval.

B. PROCUREMENT: Subrecipient shall comply with all procurement requirements, standards, and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subrecipient shall follow the Procurement Guidelines to be provided by American Forests, which are based on the referenced regulations.

C. FURTHER FLOWDOWN: Subrecipient shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Grant, and [2 CFR Part 200, Appendix II](#).

ARTICLE X - NONDISCRIMINATION

A. NONDISCRIMINATION. Subrecipient shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's characteristic(s) protected by federal, state, or local law.

B. EQUAL OPPORTUNITY. Subrecipient shall comply with Executive Order 11246, as amended and supplemented by regulations at 41 CFR Part 60 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and any other applicable federal and state anti-discrimination laws.

C. PUBLICATION. Subrecipient shall include the following statement in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: **“This institution is an equal opportunity provider.”**

ARTICLE XI - SUBRECIPIENT’S COVENANTS

A. DISCLOSURES: Subrecipient agrees to disclose in writing to American Forests, in a timely manner: (1) any potential conflict of interest to the Agency or American Forests in accordance with Agency’s conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

B. CERTIFICATION OF ELIGIBILITY: Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its principals (referred to collectively in this Section as “Subrecipient Parties”):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury’s Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.
5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition

forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

If Subrecipient becomes aware that it or any Subrecipient Party is subject to any of the above conditions during the Term of this award, Subrecipient must notify American Forests immediately. If American Forests determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, American Forests, may terminate this Agreement effective immediately, with no further obligation hereunder, including payment.

C. INDEMNIFICATION: To the extent permitted by law, Subrecipient shall indemnify American Forests for all claims, actions, damages or other losses (including reasonable attorneys' fees) ("Losses") arising out of Subrecipient's performance of this Agreement, except to the extent such Losses are caused by American Forests.

D. INSURANCE: Subrecipient shall maintain the following insurance coverage during the term of this Agreement:

1. General Liability and Property Damage: Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

2. Automotive Liability: Subrecipient shall carry automotive liability insurance covering all motor vehicles used by Subrecipient in connection with this Agreement. Coverage limits shall not be less than \$500,000 combined single limit.

3. Workers Compensation: Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State in which the work is performed under this award.

4. Certificate: Subrecipient shall provide a certificate of insurance to American Forests within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, Subrecipient shall provide written documentation verifying self-insured status.

E. PROPERTY: If work is to be performed on private (nonpublic) property, Subrecipient shall (i) ensure that permission for any such work is obtained from the owner(s) of such property; and (ii) secure an agreement from such owner(s) to hold harmless American Forests and the USDA Forest Service from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including any contractor or other party performing such work, or damage to any property of any kind whatsoever and to whomsoever belonging, or

any sanctions, penalties, or claims of damages resulting from work being funded through this subaward. Subrecipient shall provide a copy of such agreement to American Forests upon request.

ARTICLE XII - TITLE AND USE OF INTELLECTUAL PROPERTY

A. NAMES, LOGOS, AND INSIGNIA: The names and logos of the Parties and the Forest Service may not be used for any purpose without the prior express written permission of their owners. Subrecipient shall seek Agency consent (through American Forests) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award in accordance with [2 CFR 415.2](#).

B. RIGHTS: In performing the Grant Agreement and this Agreement, the Parties may produce documents, reports, data, studies, photographs, videos, maps, and the like, as well as product-specific documents (individually a “Work” and collectively “Works”).

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
2. American Forests shall enjoy a perpetual, irrevocable, worldwide, unlimited use, non-exclusive, royalty-free right and license to reproduce, publish, incorporate, and otherwise use, and to authorize others to use, the Works of Subrecipient for any purpose, including to publish the results of the efforts under this Subgrant Agreement.
3. The Federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, incorporate, or otherwise use, and to authorize others to use the Works for federal government purposes.

C. DISTRIBUTION: Except as set forth above, neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

D. USE OF PROPRIETARY INFORMATION: The Parties anticipate that to perform under this Agreement, it might be necessary for either Party to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified in writing at the time of disclosure. Any such information shall not be used, published or divulged to any governmental entity, individual, organization or corporation, in any manner or for whatever purpose, except through the Party’s previous written permission, which may be withheld by the respective Party at its sole discretion, or as required by law. Each Party will use reasonable efforts to protect the proprietary information of the other Party.

ARTICLE XIII - CLOSE-OUT PROCEDURES

Subrecipient shall submit a final financial report, a Disposition Request for any equipment purchased, and any other documentation required or requested by the Forest Service within forty-

five (45) days of the conclusion of its work under this Agreement, prior to final payment hereunder. The final expense report must include documentation of match if applicable. Final payment may be withheld until these requirements have been fulfilled and approved by American Forests.

ARTICLE XIV- AMENDMENT AND TERMINATION OF AGREEMENT

A. SUBGRANT MODIFICATIONS: This Agreement, including all Exhibits, embodies the entire and complete agreement and understanding between the Parties. This Agreement may not be amended or modified, except as agreed to by the Parties in writing.

B. TERMINATION: Either Party may terminate this Subgrant Agreement at any time by giving sixty (60) days written notice to the other Party. If this Agreement is terminated pursuant to this article, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination. Subrecipient shall not place any orders or subgrants for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Nothing hereunder shall be construed to limit American Forests' right to terminate for default or non-compliance.

C. American Forests may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Cooperative Agreement by the Forest Service; (ii) a lapse or interruption of appropriations; or (iii) a determination by American Forests that the communities served do not qualify as "disadvantaged" per tools and guidance provided by the Forest Service. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination.

ARTICLE XV - DEFAULT AND REMEDIES

A. DEFAULT WITH OPPORTUNITY TO CURE: If any of the following events of default occur without being cured within ten (10) days from the date that written notice of such default is received by Subrecipient from American Forests, American Forests, in its sole discretion, may terminate this Agreement:

1. The Agency's determination that Subrecipient has failed to achieve the Grant Purposes;
2. The Agency's determination that Subrecipient has failed to comply with all applicable provisions of the Grant Agreement; or
3. American Forests' determination that Subrecipient has failed to perform any one of Subrecipient's multiple obligations under this Agreement.

B. DEFAULT RESULTING IN IMMEDIATE TERMINATION: In the event of either of these occurrences, American Forests may, in its sole discretion, declare Subrecipient in default and terminate this Agreement immediately and Subrecipient shall have no right to cure such default:

1. Adoption of any strategy or policy by Subrecipient which willfully undercuts the effectiveness of American Forests' ability to achieve the Project outcome for which it is responsible under the Grant Agreement.
2. Misuse of funds by Subrecipient.

C. DELAY OR FAILURE TO COMPLETE DELIVERABLES: Subrecipient will provide written notice to American Forests of its failure to provide agreed-upon deliverables as soon as it becomes aware of its inability to complete deliverables on time. Failure to report data in a timely manner to the UCF IRA Accomplishment Reporting System shall be a failure to complete deliverables. If American Forests determines that Subrecipient's failure to complete deliverable(s) will result in significant barriers to achieve the Project outcomes, American Forests will give notice of such determination to Subrecipient and Subrecipient will provide an alternate strategy or deliverable to ensure success in achieving the Project outcomes, which may be accepted by American Forests in its sole discretion. The alternate strategy or deliverable will be submitted to American Forests for approval by American Forests and the Agency. American Forests may, in its sole discretion, terminate this Agreement if Subrecipient fails to comply with this subsection or if American Forests determines that an alternate strategy or deliverable is not acceptable under the circumstances.

D. REMEDIES: If Subrecipient fails to cure any breach or default prior to the expiration of the ten (10) day notice period, American Forests may demand repayment of all or a portion of the amounts paid, or invoke any other remedy allowed by the Grant Agreement, this Agreement, or by law. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

ARTICLE XVI - DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the Parties shall explore a resolution of the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive days, the Parties agree to terminate this Agreement. Following termination of this Agreement, Subrecipient shall complete all programmatic and financial reporting and return any unspent funds to American Forests.

ARTICLE XVII - EQUIPMENT

A. If the Budget provides for the acquisition of equipment by Subrecipient, Subrecipient will comply with the procurement standards in [2 CFR 200.317-200.327](#).

B. To ensure that the federal interest in acquired equipment is properly recorded, Subrecipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. Subrecipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the

Forest Service.

C. Subrecipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and submit a copy to American Forests. A final inventory shall be submitted for closeout. Subrecipient may use Tangible Personal Property Report Standard Forms (SF) 428.

D. Subrecipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. The Forest Service shall issue disposition instructions.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

A. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

B. NOTICE: Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service. Such notice will be deemed effective upon its receipt.

C. RESPONSIBILITY: Each Party shall be solely responsible for the actions and/or omissions of its employees, contractors, and agents in implementing the objective of this Agreement.

D. NO JOINT VENTURE OR AGENCY: The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention. Neither Party may represent that it is acting as agent or representative of the other.

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

F. ASSIGNMENT: Subrecipient may not assign or transfer its rights and obligations under this Subgrant Agreement without the prior written consent of American Forests.

G. SEVERABILITY: If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

H. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia.

IN WITNESS WHEREOF this Agreement is executed on the date noted for each Party. 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.

BY AMERICAN FORESTS:

James A. Daley, President and CEO

Signature

Date

BY SUBRECIPIENT:

Mr. Milton Dohoney Jr., City Administrator

Signature and title

Date

EXHIBITS

This Agreement contains the following Exhibits:

- Exhibit 1: Scope of Work
- Exhibit 2: Budget
- Exhibit 3: Schedule of Reporting Requirements
- Exhibit 4: Financial Reporting Format
- Exhibit 5: Federal Subaward Terms
- Exhibit 6: FFATA (Attachment B to CA)
- Exhibit 7: Whistleblower (Attachment C to CA)

EXHIBIT 1 SCOPE OF WORK

1. Project Scope Alignment:

Introduction.

Ann Arbor's urban forest is a defining and valued part of the city's landscape – and the City recognizes that it consists of all the trees in the city, including not just those trees growing along city streets and in city parks and natural areas, but also those on private property. This proposal expands and diversifies critical elements of the City of Ann Arbor's strategic conservation and sustainability work across its community and urban forests, both on public and private land. The proposal covers the City's three foremost initiatives for community and urban forestry management in order to increase equitable access to the urban tree canopy and associated human health, environmental, and economic benefits in disadvantaged communities: (1) proactively and sustainably protecting, preserving, maintaining, and expanding Ann Arbor's tree canopy and urban forest; (2) enhancing community resilience through tree planting and maintenance on private property and through education and engagement of community members around our community and urban forest; and (3) implementing targeted urban forestry management within the City's Parks system.

These urban and community forestry initiatives are already well-developed at the City, but additional resources are needed to strengthen their outcomes and to increase their scope of impact. With additional resources, these three initiatives are staged to: (1) update city-wide urban tree canopy data and drive need-focused tree planting in disadvantaged communities; (2) expand private tree planting and maintenance programs in disadvantaged communities and provide tools for homeowners to deeply engage with tree planting and care; and (3) implement ecologically vital Park stewardship activities within disadvantaged communities.

There are five components to the proposed project: (1) an urban tree canopy (UTC) analysis update; (2) purchasing of the Arbor Day Foundation's Community Canopy tree planting tool; (3) targeted and equity-focused private property tree planting and maintenance in disadvantaged communities; (4) enhancing stewardship investments within disadvantaged communities; and (5) a feasibility study for a City/County-owned and -operated tree nursery and agricultural demonstration site. All five components play a critical role in the development, care, and management of Ann Arbor's urban forest. The Community Canopy tool will be utilized for all tree planting activities on private property, to maximize the potential benefits each tree can provide to the property owner and their community.

This project addresses 6 goals, 8 strategies, and 21 objectives of the Michigan Forest Action Plan; 3 priorities and 9 objectives of the 2018 Farm Bill; and 4 goals and 5 strategies of the Ten-Year Urban Forestry Action Plan.

Initiative #1: Assess Ann Arbor's urban tree canopy and future tree source.

The City of Ann Arbor Department of Public Works' Forestry Division is tasked to protect, preserve, maintain, and expand Ann Arbor's tree canopy and urban and community forest. To

effectively meet this goal, we need to have current data to help drive and prioritize our programs and initiatives. This is especially true when it comes to evaluating our efficacy in meeting community-defined goals. In particular, the City's 2023 Urban Forest Management Plan identified tree canopy targets by land use category as an important indicator of the City's urban forestry actions. To see where we are relative to these targets and other goals, we need to update our urban tree canopy analysis. The updated urban tree canopy analysis will be used to prioritize areas for tree planting and maintenance work within the identified disadvantaged communities.

In addition, we need to ensure that the trees we plant are viable for today's climate as well as shifts in climatic zones due to climate change. In recent years, the City of Ann Arbor and the Washtenaw County Conservation District (WCCD) have struggled to procure a diverse mix of tree species for planting. To address this concern, the City of Ann Arbor and WCCD plan to partner on a feasibility study to assess the potential for a municipal- and/or county-owned and -operated tree nursery and agricultural demonstration site. This would allow us to cultivate desired species from local seed source and alleviate reliance on nurseries with limited species, giving us greater freedom to customize our urban forest to meet current and future needs. This process will involve community engagement, with a focus on the identified disadvantaged communities, to ensure that such a nursery is desired by the community and that the feasibility study is conducted equitably.

Initiative #2: Plant 100-125 large caliper trees on private property within the disadvantaged communities identified by the EJScreen tool; and launch a program to provide free tree maintenance to private property owners within these communities.

The City of Ann Arbor Office of Sustainability and Innovations (OSI) oversees the City's A²ZERO Carbon Neutrality Plan, which outlines the City's path towards the goal of community-wide carbon neutrality by 2030. The third action under Strategy Six of the A²ZERO Plan, "Enhance the Resilience of our People and our Place," is to "preserve and enhance the local tree canopy." This action calls for planting and management strategies that will support biodiversity and help the City to mitigate and adapt to changing climate conditions while ensuring that equitable enhancement of tree canopy in disadvantaged neighborhoods is prioritized. Recognizing the need for these strategies and programs not only on public property, but also on private property, the OSI developed and launched in 2021 the 10,000 Trees Initiative, with the goal of planting 10,000 trees on private property in the community by 2030. Through FreeTree Giveaway and community tree planting programs, the 10,000 Trees Initiative distributes seedlings to residents and plants trees on private property at no cost to the property owners.

Utilizing results from the updated urban tree canopy assessment, staff will identify priority areas within the disadvantaged communities identified for private tree planting efforts. Once target areas have been identified, OSI staff will implement community tree planting events in those areas. Through this program, staff will work directly with residents to understand their goals and desires for tree cover on their property and to communicate the benefits of tree planting through air and water quality improvements, reductions in stormwater runoff and flooding, reduced energy bills through shading of buildings, and more. The Community Canopy tool purchased from the Arbor Day Foundation will serve as a tool for homeowners to enhance their understanding of these benefits and to make educated selections of tree species and planting locations. Once residents

have opted to participate and have selected their species and planting locations, OSI staff will work with local nurseries to purchase the selected trees at no cost to residents. Trees will then be planted by contractors or through special volunteer planting events organized and run by OSI staff.

In tandem with tree planting, the City will increase canopy resilience, health, and safety by providing critical tree maintenance to trees on private property in disadvantaged communities. The City of Ann Arbor OSI and Forestry Division have identified a critical need for private tree care and maintenance to address tree health and safety concerns. Residents in these disinvested areas do not have the resources to address the maintenance themselves, so funding from this grant will be used to pay contractors to provide this critical maintenance, at no cost to the property owners.

Initiative #3: Enhancing targeted stewardship activities within the City’s park system.

The City of Ann Arbor Parks & Recreation’s Natural Area Preservation (NAP) division is charged with the stewardship and restoration of 1,400 acres of urban forest across the City’s expansive 163-park system. These properties are important contributors to the City’s tree canopy and provide recreational and restorative access to nature for Ann Arbor’s residents. The scope and complexity of NAP’s responsibility to steward and restore these urban forestlands necessitates an overarching prioritization framework that guides the division’s work.

NAP’s current prioritization framework classifies higher and lower ecological quality and resilience through a multivariate evaluation of ecosystem qualities and indicators. With this prioritization framework, NAP deploys its limited resources to restore and protect Ann Arbor’s native ecosystems within the City parks. NAP requires additional resources to significantly enhance and expand park stewardship activities within disadvantaged communities, informed by its system-wide prioritization. Additional resources would allow NAP to make targeted stewardship investments within disadvantaged communities.

The City’s NAP division will leverage additional funds for targeted stewardship investments on 35 acres of parkland within the identified disadvantaged communities, representing a 49% increase in coverage.

2. Implementation Strategy/Methodology/Timeline:

Year One of the project will consist of the urban tree canopy (UTC) analysis update and kick off the implementation of Park ecological management prioritization. The UTC portion will last one year and provide a report on updated canopy coverage that will prioritize work within disadvantaged areas. In Year One, Parks staff will develop strategic priorities for targeted stewardship investments within parks located in EPA IRA Disadvantaged Communities / Justice40 areas. This will involve City staff and/or subcontractors performing various stewardship activities including, but not limited to: prescribed fire, cutting woody invasive species, pulling herbaceous invasive species, treating invasive species with herbicide, felling non-native tree species for opening canopy, and similar stewardship activities regularly utilized by the City to maintain and enhance ecological quality within the parks. At the conclusion of the project, the City will have implemented grant-funded stewardship activities across 35 acres of parkland within EPA IRA Disadvantaged Communities / Justice40 areas. Targeted stewardship of Parks within the identified disadvantaged communities will begin in Year One and continue through Year Four.

Private property tree planting and maintenance work will begin in Year Two and continue through Year Four. Planting priorities will be determined based on the results from the UTC analysis within the identified disadvantaged communities. We expect to contract out the planting of approximately 100-125 trees on private property; in an effort to make an immediate impact on canopy cover in these communities and more immediately provide them with all of the benefits provided by a healthy tree canopy, these trees will primarily be stock of at least 5-inch diameter. A preliminary quote from a local nursery indicates that the cost per tree, including establishment labor, will be approximately \$1,725 to \$1,950. In addition, approximately 30-50 trees of smaller (2-3 inch diameter) stock will be purchased and planted through volunteer events, as a way to involve community members in the planting efforts within their communities. Private tree maintenance will run tandem to tree planting; this maintenance work will be contracted out and will include pruning for health and resilience as well as removal of hazard trees for community safety. A preliminary quote for this work from a local tree care company indicates the cost for pruning will be approximately \$600 per tree and the cost for hazard tree removal will be approximately \$1,330 per tree. Based on these estimates, we anticipate maintenance will be done on approximately 400-500 trees over the final three years of the grant period. Also in Year Two, the Community Canopy tool will be purchased and used throughout all three years of community tree planting events to assist residents in species selection and in optimizing planting location to maximize potential benefits. Finally, in Year Four, the project will conclude with the City/County tree nursery and agricultural demonstration site feasibility study (see additional information on this item in section 5. Evidence of Disadvantage Community Status.)

	Year 1	Year 2	Year 3	Year 4
Initiative 1: UTC Analysis & Feasibility Study				
Initiative 2: Tree Planting & Maintenance				

Initiative 3: Parks Targeted Stewardship				
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3. Capability and Capacity:

The City of Ann Arbor Public Works’ Forestry Division has one (1) FTE and one (1) fulltime temporary employee available to support the implementation of **Initiative #1: Assess Ann Arbor’s urban tree canopy and future tree source**. Support on the feasibility study will be provided by two (2) Washtenaw County Conservation District (WCCD) FTEs. Principal support for this proposal will be provided by:

- Tiffany Giacobazzi (City of Ann Arbor), Urban Forestry & Natural Resources Planning Coordinator, who oversees the Urban Forestry Program administration, development, and implementation functions. Tiffany holds a B.S. in Forestry from Michigan Technological University and is an ISA Certified Arborist and Tree Risk Assessment Qualified Arborist.
- Summer Roberts (WCCD), Community Forester, who develops and facilitates educational opportunities on tree and land preservation topics and provides technical assistance for forestry related inquiries. Summer has a Master’s in Conservation Ecology and Environmental Informatics from the University of Michigan.
- Doug Reith (WCCD), Resource Coordinator, who manages the WCCD tree sales sourcing from over 10 Michigan nurseries and distributes over 40,000 bare-root stock to hundred of customers annually. He has begun researching and touring nurseries to explore the feasibility of running a nursery operation.

The City of Ann Arbor Office of Sustainability and Innovations (OSI) has one (1) FTE and one (1) fulltime temporary employee available to support the implementation of **Initiative #2: Plant 100-125 large caliper trees on private property within the disadvantaged communities identified by the EJScreen tool; and launch a program to provide free tree maintenance to private property owners within these communities**. One intern position will be filled by an individual hired as part of a workforce development initiative, with the intention of teaching them key skills in the forestry profession, such as tree identification, health assessment, and planting techniques. Principal support for this proposal will be provided by:

- Sean Reynolds, Senior Analyst, who oversees the 10,000 Trees Initiative. Sean holds a B.S. in Biology from Stevenson University and an M.S. in Forestry from Auburn University.

The City of Ann Arbor Parks & Recreation’s Natural Area Preservation (NAP) Division has five (5) FTEs available to support **Initiative #3: Enhanced and targeted stewardship activities within the City’s park system**. Principal support for this proposal will be provided by:

- Remy Long, Deputy Manager of Parks & Recreation Services, who oversees the NAP division’s administration, policy and strategic planning functions. Remy holds a B.A. from Western Michigan University and an M.S. from the University of Michigan’s School for Environment & Sustainability.
- Becky Hand, a Stewardship Supervisor for NAP, who oversees the division's biological

inventory functions, conducting plant and animal species surveys throughout the parks and coordinating other complex projects at the human-nature interface. Becky holds a B.S. and M.S. in Natural Resources from the University of Michigan's School for Environment & Sustainability.

- Rachel Maranto, a Supervisor for NAP, who oversees the division's stewardship and ecological restoration activities within the City's natural areas. Rachel holds a B.S. in Environmental Science from Indiana University.

Together, these City and County staff bring 30+ years of project coordination experience to the City's diverse portfolio of natural resource conservation and management efforts.

4. Communications Plan:

Funding recognition will be included in all press releases, outreach materials, and public meetings held for each component of this project. Residents who receive trees through the program will be given the option to receive a yard sign advertising that their yard received a tree through the program and citing the funding source. Residents will initially be contacted to register interest in participation through both City-led outreach and through outreach led by a community-based organization within each identified disadvantaged community.

5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

All tree planting efforts (including use of the Community Canopy software) and maintenance activities on private property will take place within the disadvantaged communities indicated using the EJScreen tool as being "EPA IRA Disadvantaged Communities" or communities in the 80th percentile or higher in Michigan for PM 2.5 and/or wastewater discharge. Invasive species removal and maintenance in the City's parklands will occur in Natural Areas within the communities identified. The UTC update will be done for the entire city, but the results will be used to identify priority areas for planting within the identified communities. The feasibility study will identify steps needed to proceed with the creation of a City- and/or County-owned tree nursery, allowing for us to make an informed decision around moving forward with the creation of such a nursery. Equity considerations and engagement of residents in the identified communities will be prioritized during the feasibility study, to ensure that implementation of a nursery would be equitable and is desired by the community. The feasibility study will also identify how residents in these communities could be engaged in the implementation of the nursery through workforce development, education, and/or outreach.

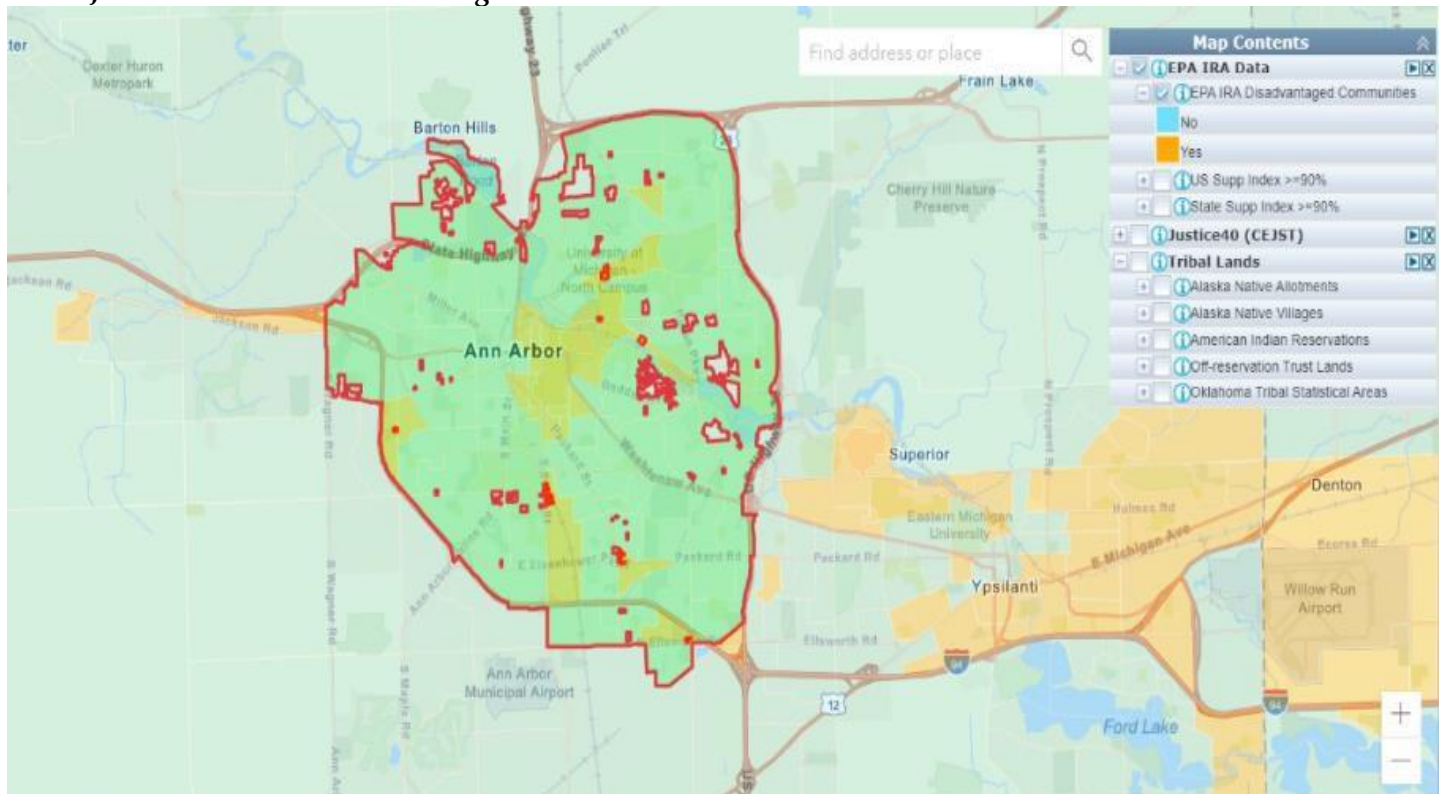
Disadvantaged communities for which this project will 100% benefit are outlined below.

Disadvantaged Communities Include:

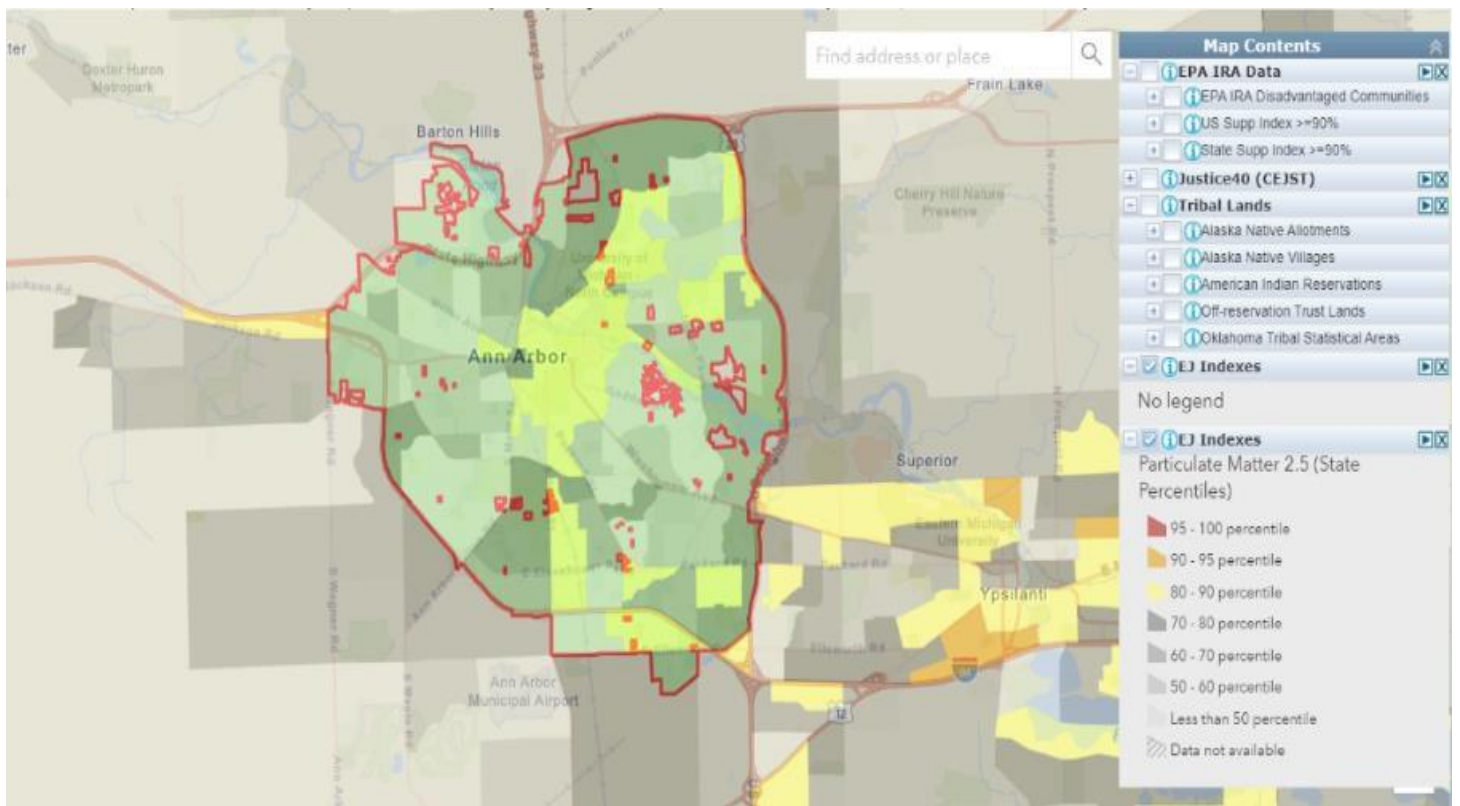
Census Tract (or Census Block Group)	EPA EJScreen Disadvantaged Community Indicator
26161404200	EJScreen EPA IRA Disadvantaged Community
26161400800	EJScreen EPA IRA Disadvantaged Community
26161980102	EJScreen EPA IRA Disadvantaged Community
26161980101	EJScreen EPA IRA Disadvantaged Community
261614007001	EJScreen EPA IRA Disadvantaged Community
261614001002	EJScreen EPA IRA Disadvantaged Community
261614005007	EJScreen EPA IRA Disadvantaged Community
261614005006	EJScreen EPA IRA Disadvantaged Community
261614005003	EJScreen EPA IRA Disadvantaged Community
261614005005	EJScreen EPA IRA Disadvantaged Community
261614005004	EJScreen EPA IRA Disadvantaged Community
261614005002	EJScreen EPA IRA Disadvantaged Community
261614003001	EJScreen EPA IRA Disadvantaged Community
261614003002	EJScreen EPA IRA Disadvantaged Community
261614022013	EJScreen EPA IRA Disadvantaged Community
261614022015	EJScreen EPA IRA Disadvantaged Community
261614022012	EJScreen EPA IRA Disadvantaged Community
261614026013	EJScreen EPA IRA Disadvantaged Community
261614036001	EJScreen EPA IRA Disadvantaged Community
261614046005	EJScreen EPA IRA Disadvantaged Community
261614051001	EJScreen EPA IRA Disadvantaged Community
261614056002	EJScreen EPA IRA Disadvantaged Community
261614007003	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614006001	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614004002	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614003003	EJ Index: PM 2.5 (above 80% national percentile)
261614021002	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614036002	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614027001	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614025003	EJ Index: PM 2.5 (above 80% national percentile)
261614026011	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614055001	EJ Index: PM 2.5 (above 80% national percentile)
	EJ Index: Wastewater Discharge (above 80% national percentile)
261614056001	EJ Index: PM 2.5 (above 80% national percentile)
261614056004	EJ Index: PM 2.5 (above 80% national percentile)

261614054002	EJ Index: Wastewater Discharge (above 80% national percentile)
261614052001	EJ Index: Wastewater Discharge (above 80% national percentile)
261614045001	EJ Index: Wastewater Discharge (above 80% national percentile)
261614045002	EJ Index: Wastewater Discharge (above 80% national percentile)
261614021001	EJ Index: Wastewater Discharge (above 80% national percentile)
261614021003	EJ Index: Wastewater Discharge (above 80% national percentile)
261614038001	EJ Index: Wastewater Discharge (above 80% national percentile)
261614036003	EJ Index: Wastewater Discharge (above 80% national percentile)
261614027003	EJ Index: Wastewater Discharge (above 80% national percentile)
261614001001	EJ Index: Wastewater Discharge (above 80% national percentile)

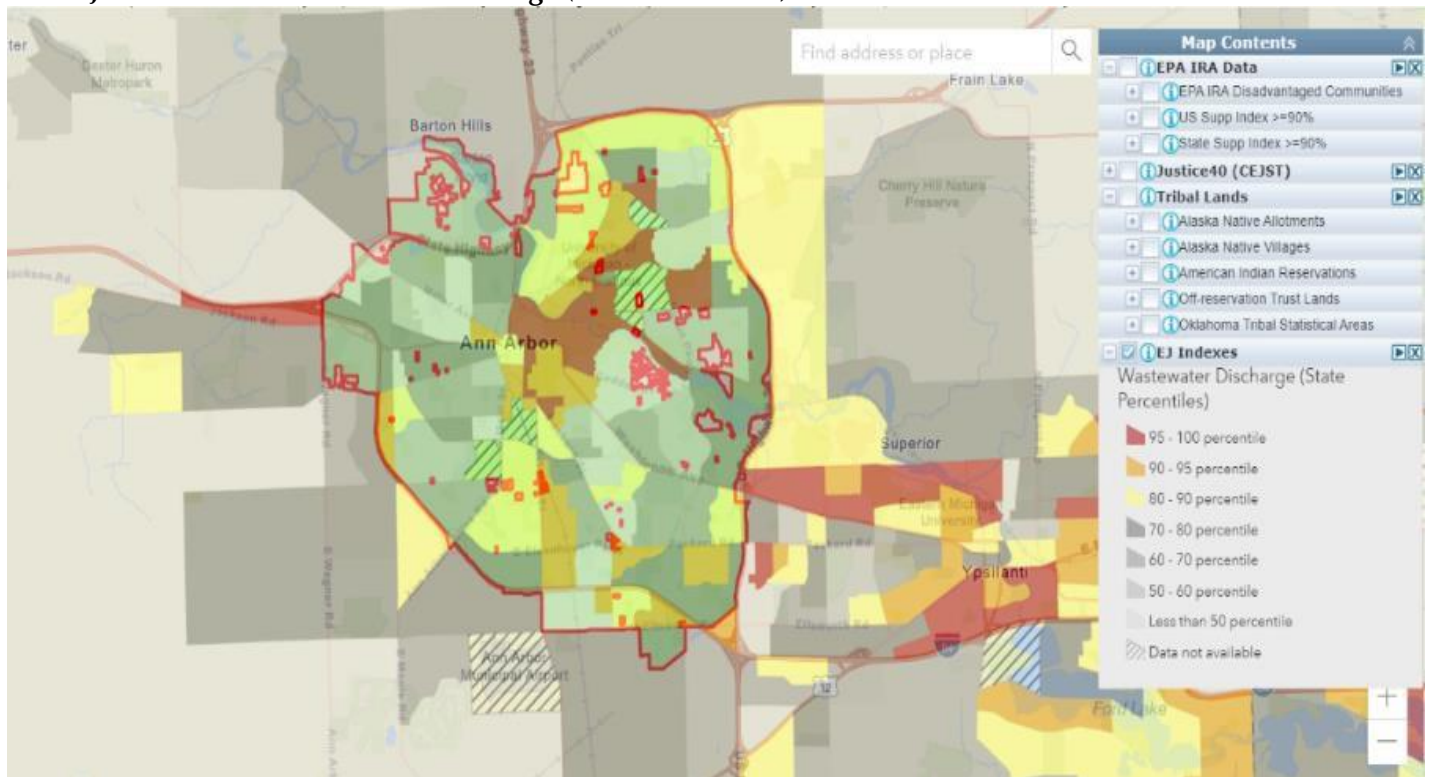
EPA EJScreen v2.2: IRA Disadvantaged Communities



EPA EJScreen v2.2: PM 2.5 (State Percentile)



EPA EJScreen v2.2: Wastewater Discharge (State Percentile)



**EXHIBIT 2
BUDGET**

Budget Year(s)

Budget	Amount
Personnel	
Fringe Benefits	
Travel	
Supplies	25,000
Contractual	972,000
Other	3,000
TOTAL DIRECT EXPENSES	1,000,000
Indirect	
TOTAL EXPENSES	1,000,000

EXHIBIT 3
SCHEDULE OF REPORTING REQUIREMENTS

PROGRAM PERFORMANCE REPORTS:

Subrecipient shall provide program performance reports using the templates to be provided by American Forests. This report should describe what was accomplished by this Subgrant as of the date of the Subgrant Report, outlining the activities that were undertaken by Subrecipient, the strategic choices that were made as a result of the Subgrant, and achievement of Subgrant Purposes. The report shall identify the Subrecipient's name, UEI, and reporting period covered by the report. The report narrative must include: (1) a comparison of actual accomplishments to the objectives of the Federal award established for the period; (2) an explanation of any problems, delays or unexpected or adverse conditions that prevented establishment of the objectives or that are likely to impair the ability of the Subrecipient to complete the Project Activities; and (3) an explanation of any changes or events that will enable the Subrecipient to complete the Project Activities at less cost, with less time, or with greater than expected results than planned.

In addition to the foregoing, the final Subgrant Report shall address the completion status of all Project Activities. This report should also include any written products (reports, fact sheets, etc.) resulting from Grant activities.

Under the Grant Agreement, American Forests must submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. To enable American Forests to meet this schedule, Subrecipient shall submit its program performance report by July 10 and January 10, respectively.

Subrecipient's final Subgrant Report shall be submitted no later than 60 days after the expiration date of this award. Subrecipient further agrees to provide other data and reports as reasonably requested by American Forests in writing.

FINANCIAL REPORTS:

Subrecipient shall submit Consolidated Financial Reports in the format detailed in Exhibit 4 (subject to modification by American Forests), on a quarterly basis each year, per the following schedule as relevant to the performance period:

January 31	For expenditures from October 1 through December 31
April 30	For expenditures from January 1, through March 31
July 31	For expenditures from April 1 through June 30
October 31	For expenditures from July 1 through September 30

Subrecipient's final Consolidated Financial Report shall be submitted no later than 60 days after the expiration of this award. American Forests reserves the right to request additional financial information to enable completion of its reporting obligations under the Grant.

USDA FOREST SERVICE UCF IRA ACCOMPLISHMENT REPORTING SYSTEM:

Subrecipient shall input data in accordance with the metrics detailed in the UCF IRA Accomplishment Reporting System, which will support ad-hoc real-time report submissions through a mobile-friendly web-based, geospatially-enabled data collection application, or in such other form or method as specified by the Forest Service. The accomplishment data reported should include applicable project and program outcomes and deliverables described in Subrecipient's project narrative. This accomplishment reporting requirement is separate and complementary to the semi-annual performance and financial reports identified above.

**EXHIBIT 4
FINANCIAL REPORTING FORMAT**

Subrecipient shall provide data to American Forests sufficient to enable American Forests to complete Standard Form SF-425 and Federal Financial Report Attachment, SF-425A. Financial reports shall include the following information at a minimum:

SUBAWARD EXPENSES						
Category	(A) Approved Budget	(B) Previously Reported Expenses	(C) Current Quarter Expenses	(D) Cumulative Project Expenses	(E) Budget Remaining (Col A - Col D)	Notes
Personnel						
Fringe Benefits						
Travel						
Supplies						
Contractual						
Other						
Total Direct Charges						
Indirect Charges						
Total						

EXHIBIT 5
FEDERAL SUBAWARD TERMS

- A. **Debarment and Suspension.** Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subrecipient is permitted to subaward or subcontract any portion of the work under this Agreement, Subrecipient must verify that each subawardee or subcontractor that is retained by Subrecipient is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to American Forests upon request. Subrecipient shall require similar certifications from any lower-tiers and provide these to American Forests upon request.
- B. **Telecommunication Equipment and Services.** In accordance with 2 CFR 200.216, Subrecipient is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.
- C. **Domestic Preference for Procurements:** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.
- D. **Contracting.** Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.
- E. **Prohibition Against Certain Internal Confidentiality Agreements.** Subrecipient may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.
- F. **Eligible Workers.** Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of completed forms.
- G. **Safety While Driving.** In accordance with E.O. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” and E.O. 13043, “Increased Seat Belt Use in the United States”, Subrecipient is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.
- H. **Never Contract With The Enemy.** The award terms at 2 CFR 183 are incorporated by reference. Subrecipient is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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

EXHIBIT 6

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
 1. 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
 2. \$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 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 subrecipients 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
 1. 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,
 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization; and,
- iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

EXHIBIT 7

Whistleblower Notice

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

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

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

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

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

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

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

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