

FOR DNRC USE ONLY

Maximum amount under this Subaward Agreement: **\$46,000.00**

Source of Funds

USDA FS Grant # 21-DG-11010000-024; ALN # 10.675

Subaward #	UCF-22-501
Amendment #	N/A
Approved by	
Program	JK
Fiscal	LP
Legal	MP

<u>Fund</u>	<u>Subclass</u>	<u>Org</u>	<u>Percent</u>	<u>Amount</u>	<u>Expiration</u>	<u>Amendment</u>
03211	555BR	51141	100%	\$46,000.00	See Sect. 2	N/A

Workers Comp: X N/A Attached Exempt Will be forwarded

**URBAN & COMMUNITY FORESTRY PROGRAM SUBAWARD AGREEMENT
MISSOULA URBAN FOREST EQUITY PROJECT**

This Subaward Agreement (Subaward) is accepted by City of Missoula, hereinafter referred to as the "Subrecipient," Federal ID No. 81-6001293, UEI# NBMKDLVHBMF1, 100 Hickory Street, Missoula, Montana 59801-1859, telephone (406) 552-6268, according to the following terms and conditions.

This Subaward, awarded and administered by the Montana Department of Natural Resources and Conservation (DNRC), is consistent with the policies, procedures and objectives of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. This Subaward is awarded under federal grant #21-DG-11010000-024, National Urban Community Forestry Competitive Grant- Montana Urban Forest Equity Initiative, executed on 08/27/2021, from the United States Department of Agriculture (USDA) – Forest Service (USFS) and Federal Assistance Listing Number (ALN) 10.675, "Urban and Community Forestry Program".

SECTION 1. PURPOSE. The purpose of this Subaward is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Subrecipient for an Urban and Community Forestry (UCF) Sustainable Urban Forest Resilience project in or near, the City of Missoula, Montana. Basis for this subaward is the UCF Program, which is administered through a partnership with the United States Department of Agriculture, Forest Service (USFS) and the DNRC. The approved project proposal for this Subaward to the Subrecipient is attached as Appendix B, which is incorporated herein by reference.

SECTION 2. PERIOD OF PERFORMANCE. This Subaward is effective on the date of last signature. The start date of the Subaward is the date of last signature. The Subrecipient shall

have until the termination date, **September 30, 2023**, to complete the project and work described in Section 4, Project Scope. The DNRC may, pursuant to Section 18, Agreement Extension, grant an extension for completion upon request and showing of good cause by the Subrecipient. Good cause is defined as external factors preventing the Subrecipient from completing the work, including, but not limited to, pandemic, inadequate staff, construction, hazard trees or other barriers on project site(s), and extensive and prolonged inoperable weather conditions. A request for extension must be submitted in writing no less than thirty (30) days prior to the termination date if an extension is to be considered by the DNRC.

SECTION 3. DNRC's ROLE. The DNRC is administering grant funds awarded by the USFS to ensure that the funds are used according to the intent and procedures of the State Urban Forest Resilience Grant Program. The DNRC will monitor project expenditures for payment eligibility. The DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities required by this Subaward. The DNRC assumes no responsibility for verifying the right of the Subrecipient to conduct project activities on properties identified in Appendix B, the approved project proposal. The Subrecipient is responsible for obtaining all appropriate permissions to conduct activities. The technical specialist is identified in Section 21. Principal Contacts. The roles and responsibilities of the technical specialist shall include but are not limited to, providing technical assistance to Subrecipient to achieve intended outcomes of the project; conducting reviews of project plans, activities, and accomplishments upon request of Subrecipient or as often as deemed necessary by the DNRC; and assisting Subrecipient in complying with Montana's Forest Practices Laws and voluntary Best Management Practices in the course of carrying out project activities. The Subrecipient may contact the DNRC's Program Representative, identified in Section 21. Principal Contacts, for guidance related to administration of the terms of this Subaward.

SECTION 4. PROJECT SCOPE. (a) The Subrecipient must use the proceeds provided pursuant to this Subaward to perform allowable activities under the Program.

The key outcomes of the project are to establish a plant propagation program; identify priority neighborhoods for tree equity and plantings; and hire an outreach and education position to assist tree equity efforts in Missoula, Kalispell, and Helena.

(b) Supporting Documents/attachments. The original, approved proposal, including a description of the project area, as submitted to the State Urban Forest Resilience Grant Program, is attached hereto as Appendix B and the Application Addendum, attached hereto as Appendix C, describe the projects and activities to be performed upon municipal lands by Subrecipient and the required dates of completion. In addition, Subrecipient must fulfill the terms specified in Appendix D "Additional Requirements to Proposal", which is attached hereto and incorporated herein by reference. In the event content in Appendix B, the original proposal, or Appendix C, the addendum, differs from or is in conflict with terms presented elsewhere in the subaward, the subaward text takes precedence. Funding will not be provided if the requirements outlined in Appendices B, C and D are not fulfilled.

SECTION 5. PROJECT BUDGET. Subaward funds are allocated to the following budget categories:

<i>Project Funding Summary:</i>	
Direct Costs	
Subrecipient salary/wages/benefits	\$27,809.00
Operating Expenses	\$18,191.00
Contracted Services	\$0.00
Subtotal – Direct Costs	\$46,000.00
Indirect Costs (0.0%, waived by Subrecipient)	\$0.00
Total Subaward Amount	\$46,000.00
Match Required (1:1)	\$46,000.00
Total Project Funding:	\$92,000.00

This Subaward requires a match of 1:1 of federal to non-federal funds. No federal funds may be used to satisfy the match requirement of this Subaward.

Match required will be met in the categories of Subrecipient salary/wages/benefits, operating expenses, and contracted services. Claimed match must be sufficiently documented to show compliance with federal requirements and to demonstrate how it supports the Subaward project. The DNRC will determine whether match documentation submitted is adequate and may require additional documentation before approval.

The indirect cost rate is shown above, expressed as a percentage of indirect costs to direct costs. Unless the rate has been formalized in a Negotiated Indirect Cost Rate Agreement (NICRA) between the Subrecipient and its cognizant federal agency, the rate shown above is hereby approved by the DNRC for the term of this Subaward and may not be changed except via written amendment.

Subrecipient may transfer up to ten percent (10%) of the total Subaward amount between Direct Costs budget categories as needed to complete the project. The Subrecipient must notify the DNRC of such transfers. Transfers between budget categories in excess of ten percent (10%) of the Subaward amount must be requested by the Subrecipient, approved by the DNRC, and documented in an amendment to the Subaward.

Total payment for all purposes under this Subaward shall not exceed Forty-Six Thousand and no/100 Dollars (\$46,000.00).

Subrecipient shall follow all applicable procurement procedures as required in Section 12, Compliance with Applicable Laws, and the applicable Federal Office of Management and Budget (OMB) in the Code of Federal Regulations (CFR) 2 CFR 200 §§ 200.317 – 200.326.

SECTION 6. AVAILABILITY OF SUBAWARD FUNDS. The Subrecipient acknowledges and understands that Subaward funds become available based on federal awards to the DNRC. Costs incurred by the Subrecipient or any beneficiary prior to this Subaward are not eligible for reimbursement but may be counted as match funds upon prior written approval by the DNRC.

The commitment by the DNRC to expend money is contingent upon the DNRC receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or issued as authorized under this legislation. The DNRC may, at its sole discretion, issue a temporary stop-work order, reduce the scope of project activities, or terminate this Subaward if

appropriated funding is reduced or unavailable for any reason. The DNRC will provide Subrecipient at least 10 days' notice for a stop-work order and at least 30 days' notice if a reduction in scope or termination is determined to be necessary due to unavailability of funds. Until the DNRC notifies Subrecipient that obligated funds are unavailable, the DNRC will continue to comply with the terms of this Subaward, including the disbursement of funds for eligible expenses incurred by Subrecipient up to the specified date and time provided in a written notice.

SECTION 7. DISBURSEMENTS. The Subrecipient shall submit claims for disbursement of Subaward funds to the DNRC liaison. Documentation of reimbursable costs incurred must be submitted with the disbursement requests. Documentation may include but is not limited to itemized receipts, vendor invoices, inspection certificates, financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, or other forms of proof of payment. DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. The DNRC will verify the claims and check them against the Reports required in Section 8 and the Project Budget provided in Section 5. The DNRC will disburse Subaward funds to the Subrecipient only upon DNRC's review and approval of the documentation submitted by the Subrecipient. DNRC may withhold reimbursement for costs that are not allowed under this Subaward and may require Subrecipient to provide adequate documentation to substantiate the expenditures as allowable costs. Reimbursement of Subrecipient's expenditures will only be made for expenses included in the Project Budget provided in Section 5 that are clearly and accurately supported by the Subrecipient's records.

Subrecipient should seek timely reimbursement of claimed costs incurred under this Subaward. Request for final disbursement of Subaward funds is due 30 days following the subaward termination date. Before final disbursement will be made by the DNRC to the Subrecipient, the DNRC Regional Urban Forester or designee must inspect and approve the completed project. The Subrecipient shall notify the DNRC when the project is ready for inspection. A completed Project Inspection Form must accompany the final disbursement request.

The DNRC may determine the method of submission for disbursement requests. Methods may include requiring paper versions by US Mail, e-mail or state FTP portal transmission for electronic versions, or entry in a registered Subrecipient account in a grant management system. If a required submission method changes during the period of performance of the Subaward, the DNRC will provide thirty (30) days' notice.

The DNRC may withhold up to ten percent (10%) of the total authorized Subaward amount until both the project tasks (outlined in Section 1 and Appendix B) and the Final Report (required by Section 8) are completed by the Subrecipient and approved by the DNRC.

SECTION 8. REPORTS. The Subrecipient shall immediately notify the DNRC of developments that have a significant impact on the activities supported under this Subaward. Notification must be given in the case of problems, delays or adverse conditions that materially impair the ability of the Subrecipient to meet the objectives of the Subaward. The notification must include a statement on action taken or contemplated, and any assistance needed to resolve the situation including requests for scope and/or timeline modifications as provided for below in Section 16, Assignment and Amendment.

A midterm progress report must be submitted to the DNRC during the term of this Subaward. The report will provide status information for project implementation objective(s). Project status

information will include, at a minimum, progress completed, costs incurred, funds remaining, and projected completion date. Significant problems encountered must be noted. **The midterm report is due on November 30, 2022.** The DNRC will review the report for completeness and accuracy and will notify the Subrecipient if changes are necessary.

A Final Report that details the project status, results, accomplishments, and financial status will be submitted to the DNRC by the Subrecipient for approval upon project completion.

Final disbursement of Subaward funds is contingent upon DNRC's receipt and approval of the following documents: 1) Final Report, 2) DNRC Regional Urban Forester Project Inspection Form, and 3) Completed Project Report Form, which is available to download from the DNRC Urban Forestry website. Final disbursement of Subaward funds is contingent upon the DNRC's receipt and approval of the Final Report.

Final reports are due thirty (30) days following the Subaward termination date. Subrecipient understands that if the Project Report Form is not provided to DNRC within thirty (30) days after the termination date provided in Section 2. Period of Performance, that DNRC may elect to not make payment under the terms of this Subaward. Furthermore, failure by Subrecipient to provide the Project Report Form(s) to the DNRC liaison as required herein may cause the DNRC to terminate this Subaward.

The DNRC shall, if necessary, provide the Subrecipient with further instructions regarding the required reporting format and other specific reporting requirements when such requirements are mandated by the Federal and/or State government(s). Any new reporting requirements will be provided in writing to Subrecipient and will be added to the terms of this Subaward via an amendment should Subrecipient and the DNRC agree to those terms. The foregoing notwithstanding, Subrecipient must comply with the terms of any future reporting requirements that do not differ materially from those required by this Subaward.

SECTION 9. RECORDS AND AUDITS. The Subrecipient must maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to this Subaward for three (3) years after the later of either the final Subaward payment or the termination of this Subaward. The DNRC, the Montana Legislative Audit Division, or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Subrecipient maintains under or during the course of this Subaward to ensure compliance with its terms and conditions.

During the period of performance and extending after this Subaward is terminated and closed, DNRC reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit or other review.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The DNRC or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Subaward, including the adequacy of records and accounts. The Subrecipient shall accommodate requests for the DNRC access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION. The DNRC is not an owner or general contractor for the project. The DNRC does not control the work activities or

worksite of the Subrecipient or any contractors that might be engaged by the Subrecipient for completion of the project. The Subrecipient is independent from and is not an employee, officer, or agent of the DNRC. The Subrecipient, its employees and contractors, are not covered by the DNRC's Workers' Compensation Insurance. The Subrecipient is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

The Subrecipient shall ensure that all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS. The Subrecipient must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards*, as adopted and supplemented by the USDA in 2 CFR Part 400. These regulations are available online at the following website: www.ecfr.gov.

Subrecipient certifies that it will abide by all certifications and assurances set forth in USDA Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Lower Tier Covered Transactions," this form having been signed, attached hereto as Appendix A, and incorporated herein by reference. Per the terms of the federal award, the Subrecipient shall also require all second-tier subrecipients and contractors who will be paid with Subaward funds to sign form AD-1048, and subrecipient shall keep completed forms on file.

If the amount of this contract, sub-contract, or sub-grant is in excess of \$100,000, the Subrecipient will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

All work performed under this Subaward must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Subrecipient subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Subrecipient agrees that the hiring of persons to perform this Subaward will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Subaward. It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes. The DNRC's signature on this Subaward does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which Subrecipient must apply with the DNRC or any other government entity and submit to the DNRC to fulfill the terms of this Subaward.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The subrecipient 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 subrecipient 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.

TRAFFICKING IN PERSONS. Subrecipients under this award and the Subrecipient's 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 performance of the award or subawards under the award.

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

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

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

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

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

If the material is too small to permit the full statement to be included, the material must at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

SECTION 13. AGENCY RECOGNITION REQUIREMENTS

Use of Agency Insignia. Subrecipient shall request in writing permission from the USFS Northern Region and receive written permission from the USFS before using the USFS insignia

on any published media, such as a webpage, printed publication, or audiovisual production. Subrecipient shall request in writing and receive written permission from the DNRC before using the DNRC insignia on any published media, such as a webpage, printed publication, or audiovisual production.

Public Notices. Subrecipient is encouraged to give public notice of the receipt of this Subaward of federal grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include and all notices of funding opportunities or solicitation for project participants must include a statement substantially as follows: "The funding for this project is derived in full [or in part] from a federal award of the U.S. Forest Service, Department of Agriculture, subawarded by the Montana Department of Natural Resources and Conservation, Forestry Division."

Acknowledgment in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge USFS and DNRC support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this subaward of USFS grant funds. Follow direction in USDA Supplemental 2 CFR 415.2.

SECTION 14. COPYRIGHTING AND GOVERNMENT RIGHT TO USE. Subrecipient is granted sole and exclusive right to copyright any publications developed as a result of this award. The State of Montana and the USFS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. This provision includes any right of copyright to which Subrecipient purchases ownership with any federal contributions. No original text or graphics produced by the State of Montana or the USFS shall be copyrighted.

SECTION 15. FAILURE TO COMPLY. If the Subrecipient fails to comply with the terms and conditions of this Subaward, the DNRC may terminate this Subaward and refuse additional disbursements of subaward funds and take legal action to recover disbursed subaward funds. Such termination will become a consideration in the DNRC's evaluation of future applications for subawards.

SECTION 16. ASSIGNMENT AND AMENDMENT. The Subrecipient may not assign or transfer any portion of this Subaward without the DNRC's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Subaward. This Subaward may be terminated by the mutual written consent of both parties. If this Subaward is terminated, the Subrecipient may not submit claims for reimbursement for costs incurred beyond the mutually agreed to termination date.

SECTION 17. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Subaward shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

SECTION 18. AGREEMENT EXTENSION. This Subaward may, upon mutual written agreement between the parties and according to its terms, be extended.

SECTION 19. INDEMNITY AND LIABILITY (HOLD HARMLESS / INDEMNIFICATION). Subrecipient agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence,

intentional acts, or failure by Subrecipient and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Subaward.

Subrecipient hereby agrees to defend, indemnify, and hold harmless the DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Subaward or the results of this Subaward, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Subrecipient or any of its employees. This Subaward is not intended to relieve a liable party of financial or legal responsibility.

SECTION 20. INSURANCE REQUIREMENTS. General Requirements. The Subrecipient shall maintain for the duration of this Subaward, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Subrecipient, agents, employees, representatives, assigns, or contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Specific Requirements for Commercial General Liability. The Subrecipient shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Subrecipient or its officers, agents, representatives, assigns or contractors.

SECTION 21. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Subaward. All correspondence or requests for information and assistance shall be submitted to the appropriate listed individual.

DNRC Program Representative & Technical Specialist	DNRC Subaward & Fiscal
Name: Jamie Kirby Title: Urban Forestry Coordinator Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4288 Email: jamiekirby@mt.gov	Name: Lorie Palm Title: Grants and Agreements Specialist Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4205 Email: lpalm@mt.gov

Subrecipient Representative
Name: John Engen Title: Mayor Address: 435 Ryman City, State, Zip: Missoula, MT 59802 Telephone: 406-552-6001 Email: engenj@ci.missoula.mt.us

Subrecipient Project Manager	Subrecipient Agreement & Fiscal
Name: Ben Carson Title: Urban Forest Program Manager Address: 100 Hickory St. City, State, Zip: Missoula, MT 59801 Telephone: 406-552-6268 Email: carsonb@ci.missoula.mt.us	Name: Marty Rehbein, CMC Title: Legislative Services Director, City Clerk Address: 435 Ryman City, State, Zip: Missoula, MT 59801 Telephone: 406-552-6078 Email: rehbeinm@ci.missoula.mt.us

This Subaward consists of pages 1 – 10, plus the following appendices:

- Appendix A [Form AD-1048]
- Appendix B [Approved Project Proposal]
- Appendix C [Addendum to the Project Proposal, Revised Budget]
- Appendix D [Additional Requirements to Proposal].

The Subrecipient hereby accepts this Subaward according to the above terms and conditions.

Through signature, the Subrecipient Representative attests to having the legal authority to enter into this Subaward, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Date

By: _____
Subrecipient or Subrecipient's Authorized Representative

Printed Name

Date

By: _____
DNRC Authorized Representative

Printed Name



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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

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

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

Appendix A
Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix B
PROJECT / PROPOSAL NARRATIVE

MONTANA URBAN FOREST EQUITY INITIATIVE

PROJECT NARRATIVE

ISSUE STATEMENT – The 2020 Montana [state forest assessment](#) outlines the large issues facing Montana’s urban and community forests. The following summary explains the issues, need and basis for the proposed project.

- *Insects & Disease* - While emerald ash borer has not yet been detected in Montana, it has been discovered in neighboring states close to the Montana border. Ash species comprise over 40% of community forests in eighteen communities in Montana, which puts them at great risk of losing a significant portion of their urban forests. In addition to losing ecosystem service benefits, these communities will incur high direct expenses for tree removal and replacement. Urban and community forests are also vulnerable to other insects and diseases. These pests and diseases vary in severity based on geography and urban forest composition. (Fig. 5 of supporting document, Map of Montana’s ash trees)
- *Climate* - Climate projections for the region include an increase in the severity and frequency of large storm events, indicating that communities are likely to incur increased costs for removal of damaged and compromised urban trees. In 2012, the national USDA Plant Hardiness Map was updated to reflect the warming trends in average temperatures throughout the country. In Montana, many zones were reclassified and shifted into a warmer climate zone. (Fig. 4 Montana Plant Hardiness zones map)
- *Urban Planning & Development* - All of Montana’s communities, both incorporated towns and unincorporated centers, cover just 2.6% of the state’s land mass, yet 69.5% of the population lives within these census designated places (US Census Bureau, 2010). As the population grows, the impacts to the landscape will create additional pressure on natural resources, including community forest fragmentation and canopy loss.
- *Age & Decline of Urban Forests* - As Montana’s communities are surpassing a century in age, the trees planted at their first founding or development are reaching the end of their natural lifespan. Montana’s trees are stressed from climate variability and lack of maintenance. Systematic removals and replacements are overdue to prevent further decline that could pose a liability and safety risk.
- *Urban Tree Species Diversity* - With just three species (ash, maple, crabapple) representing 42% of Montana’s urban tree population (DNRC, 2017), the risk is high for widespread mortality, especially from the likelihood of Emerald ash borer and Asian longhorn beetle.
- *Community Tree Equity* - The urgency to deliver tree equity is imperative as there are clear gaps in community canopy near low-income and disadvantaged neighborhoods. In a recent tree canopy assessment, the city of Helena noted the lack of canopy cover in these neighborhoods, as did cities of Missoula and Kalispell with similar assessments.

The proposed project will address these issues, align with the 10-year urban forest strategy, and [Montana’s state forest action plan](#). The project is a joint effort involving three of Montana’s larger population centers: City of Missoula, City of Kalispell, and City of Helena.

The project has three overarching objectives:

1. Establish growth space for plant propagation program: City of Missoula will develop nursery space to grow large size ball and burlap trees and expand their successful gravel bed for more bareroot stock. Kalispell plans to partner with Missoula to utilize this space for growing trees for their community. Helena will utilize a holding space for their incoming stock through an ongoing partnership with neighboring city

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Townsend, MT. As indicated in Missoula and Helena's urban forest management plans, locally sourced and acclimated trees will perform higher in ecosystem benefits and climate suitability. In addition, this effort complements the [statewide climate action plan](#), as these communities pursue and use trial species for diversity, resilience, and greenhouse gas reductions. Having a local tree source reduces emissions and costs from transporting large trees and delicate bareroot stock from other states, allows more variety and efficiency in planning, and improves transplanting success.

2. Mapping community need: Cities will identify and prioritize areas for tree planting using multiple map layers and data to address tree equity issues. These data will be instrumental in tying into initiatives like the [Trillion Trees](#) and [Healthy Trees, Healthy Lives](#) campaigns, and can steer policies addressing environmental justice and social equity. City of Missoula recently partnered with local health and climate experts to create an interactive map showing high-risk areas in terms of low income and poverty-stricken neighborhoods, health issues, and lack of ecosystems benefits and canopy coverage ([map link here](#)). Kalispell and Helena will follow suit towards this model for prioritizing tree planting efforts. Ideally, this process could be replicated and/or integrated into the statewide urban tree inventory to serve communities throughout the state.

3. Local outreach and education for tree equity: A seasonal employee will coordinate citizen outreach and develop meaningful relationships within key residential areas, work with neighborhood groups, prepare and distribute educational materials, and help tell the story of the project through a website and a suite of social media products. This individual will be responsible for bridging volunteer efforts and developing consistent and effective messaging regarding tree equity. This position will be hired through City of Missoula for a two-year term. The progress of this work will be communicated between Missoula, Kalispell, Helena and DNRC to ensure close cooperation and collaboration. All educational resources and information will be made sharable to partner communities throughout the State of Montana.

Project Information

Timeframe: The estimated timeline to complete the project is two years, to allow ample time (two seasons) for the seasonal employee to develop relationships and build a sustainable program. The timeline can be condensed and complete in one year if the grant requires it. If awarded, this project could begin work quickly after receiving funds and have reportable progress in the first six months. In the first three months, site preparations for the growth space in Missoula will be underway, and cities of Helena and Kalispell will gather data layers for their maps. Months four-six will include coordination and collaboration efforts with the newly hired employee and the city project partners. DNRC would fund the three cities through subawards, allowing for swift establishment of funding and grants.

Capacity and Partners: These larger Montana cities have support, staff, and capacity to implement these projects and have demonstrated clear desire for building better tree equity in their communities. The list of primary partners includes DNRC for statewide coordination/administration, the Cities of Missoula, Kalispell, and Helena for implementing grants project, and cooperative assistance from Montana Urban and Community Forestry Association. Key contacts and personnel: Missoula City Forestry Specialist Marie Anderson, ISA certified arborist and tree risk assessor, seventeen years related experience including ten years mapping and four years specialized outreach; Kalispell Parks Superintendent Fred Bicha, ISA certified arborist, municipal specialist and tree risk assessor, twenty years' experience including mapping, GIS, tree inventory, and past chair of Montana Urban and Community Forestry Association; Helena Lead Arborist Chris Daly, ISA certified arborist with over ten years' experience in outreach, management, planning, GIS mapping; DNRC urban forestry coordinator Jamie Kirby, ISA certified arborist, seventeen years related experience including forestry assistance public relations, and grants and project administration. Additional partners for each city are listed below.

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- Missoula - Trees for Missoula, Climate Smart Missoula, Missoula Invest Health Team, Missoula Office of Neighborhoods, will be involved with the local coordination and networking, mapping, and education. Missoula Wastewater and Missoula Compost will assist with site preparations for propagation area and gravel bed expansion and providing nutrient-rich effluent water to the trees. Local organizations have committed towards donating volunteer time, supplies, and materials.
- Kalispell – The city will partner with facilities and organizations identified for prioritized tree plantings, including the Samaritan House, A Ray of Hope, Flathead Youth Homes, Flathead Warming Center, Kalispell Regional Hospital, Brendan House, Immanuel Lutheran Communities, Kalispell Vets Center, and assisted living facilities.
- Helena - Growing Friends of Helena will provide volunteer support, tree planting and education in identified neighborhoods and areas that have a high community need for trees and green space. The Helena 6th Ward Garden Park volunteers will be a primary partner and lead in the initial work in their neighborhood. City of Townsend maintains a growth space that Helena will use for holding tree stock that ship throughout the planting seasons. Other partners and personnel include neighborhood councils, groups and leaders, staff of coordinating public departments, local shelters, programs and assistance facilities, and other affiliations.

Budget and cost effectiveness – The proposed projects are streamlined to ensure maximum dollars are spent on the ground. The cities of Missoula, Kalispell, and Helena will each receive a subaward grant from DNRC to implement their projects and meet the objectives of this proposal. The DNRC Urban Forestry Program will provide administrative oversight, collaborative networking, assist in public outreach, and build from these local efforts to create statewide opportunities. The 1:1 Match will be met through the subaward process. Each community will meet this dollar for dollar match through project-related funds, in the form of in-kind donations, staff and volunteer time, and monetary contributions. DNRC will meet the 1:1 administration funds with state budget for the Urban Forestry program.

Sustainability of outcomes – This work will build shared understanding of value of urban forests and encourage planting appropriate species, watering, and care in underserved and disadvantaged neighborhoods. It could also influence policy change towards more environmental action and attention to these areas for improving infrastructure and green space. The current approved species lists may change focus toward priority for native, near-native and climate resilient species, creating a built in set of priorities for developers and homeowners to choose more appropriate trees for better overall growth, benefits and function. The success of this project will be tracked and documented by DNRC, following up with communities to compile their project highlights, lessons learned, challenges, etc. so that this work can potentially continue to gain momentum and local support with meaningful results. The maps will help guide urban forestry efforts in these cities for the foreseeable future, ensuring that all urban forestry activities are conducted through an equity lens.

The local, specialized education and outreach will seek out leaders and citizens within these neighborhoods to empower neighbors to engage their peers. We will provide maps of areas with open public rights-of-way to neighborhood volunteers, to promote tree planting and long-term care. This program will build community ties, promote social capital, and put the reinvestment back into the neighborhoods that have traditionally not received support from the local agencies. Focusing on these high-risk neighborhoods is a tangible step towards delivering a healthier, resilient, and equitable urban forest. Working together to create tree equity starts at the ground level but will have a positive impact at a large scale.

USDA Forest Service & NASF Urban Committee 2021 State Urban Forest Resilience Grant Program (SUFR)

BUDGET TEMPLATE - MONTANA

**Note: All of activities indicated in this budget will be packaged into subaward grants to the 3 communities, totaling \$86,000. Communities will meet the 1:1 match through project-related work.*

Detailed Budget Items by Object Class Categories	Federal \$	State Match \$	Other Match \$	Source of "Other Match"
a. Personnel	22,000		30,000	Community staff, crews, labor wages, personnel services
<i>5.25-month staff for 2 seasons</i>				
b. Fringe Benefits	5,000		7,000	Community staff budget (est)
<i>Seasonal staff fringe rate (estimate)</i>				
c. Travel	2,500		1,000	Community project match
<i>Transportation, per diem, lodging, logistics of partner cities for growth space</i>				
d. Equipment	5,500		27,000	Community match (equipment use)
<i>Tree spade attachment for B&B nursery</i>				
e. Supplies	36,000		6,000	Community match toward project
<i>Plant materials, installing grow space (fencing, tools, irrigation supplies, gravel, soil, posts, etc.), public outreach materials</i>				
f. Contractual	15,000		15,000	Community match
<i>Irrigation, site prep</i>				
g. Construction	0		0	
h. Administrative	7,105	7,105		DNRC State UCF Funds
<i>DNRC grant administration</i>				

Appendix B

Detailed Budget Items by Object Class Categories	Federal \$	State Match \$	Other Match \$	Source of “Other Match”
i. Other *see note at top of budget table				
i. Total Direct Charges (sum of a-i)	93,105	7,105	86,000	
j. Indirect Charges	895	895	0	
k. Totals (i + j)	94,000	8,000	86,000	
l. Program Income				

Budget Superseded
See Appendix C for Budget

Appendix B

Figure 3. City of Helena public trees map using Treekeeper software. This program calculates individual tree benefits as well as community-wide benefits and values.

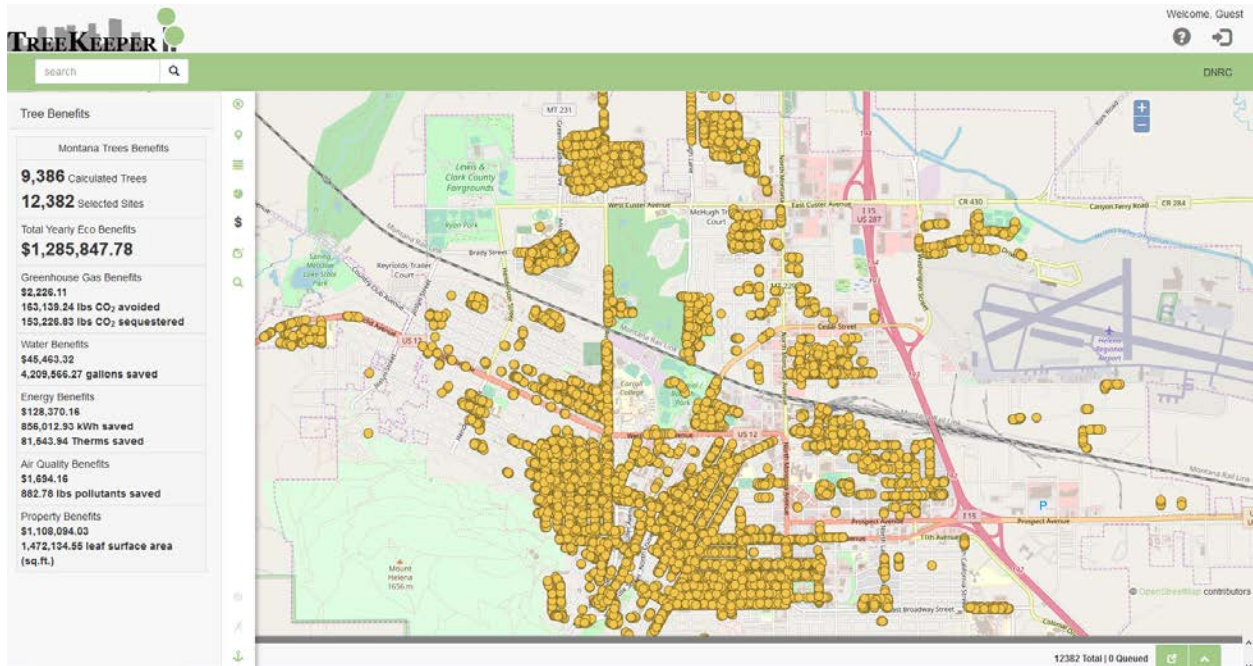
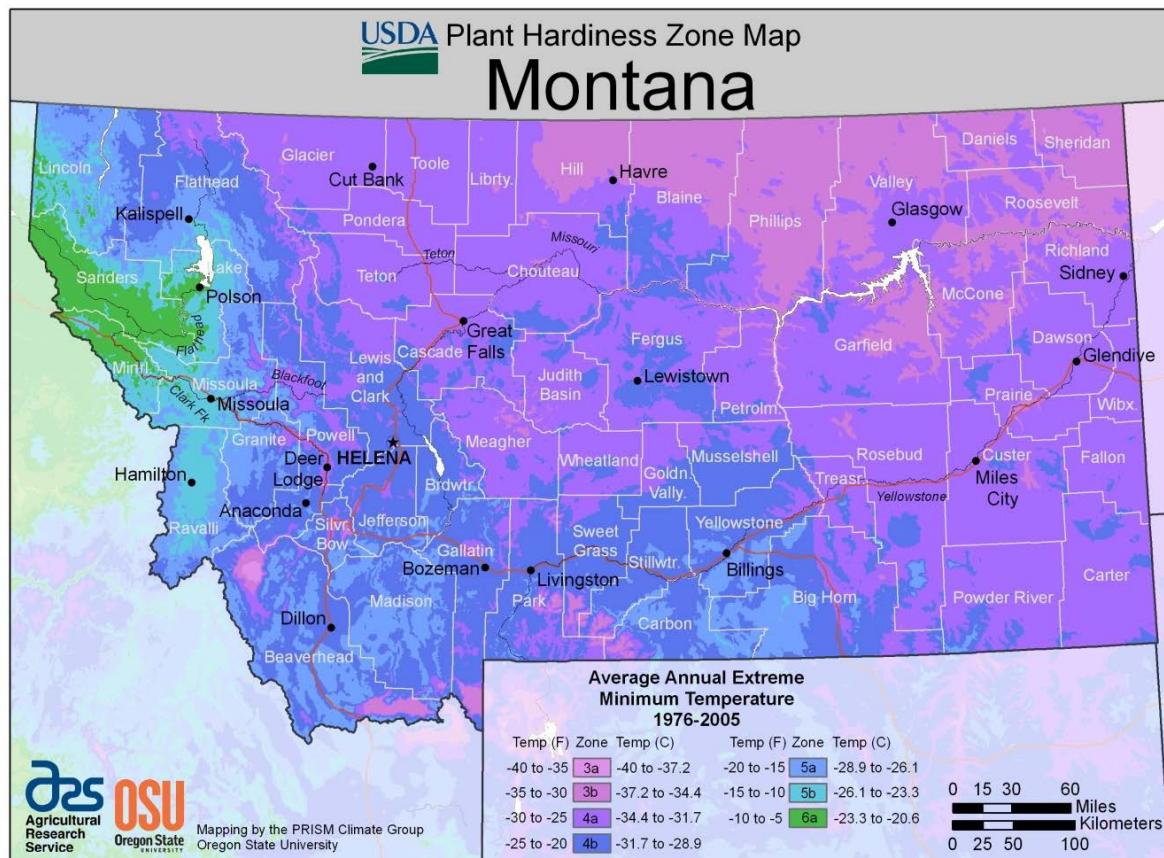
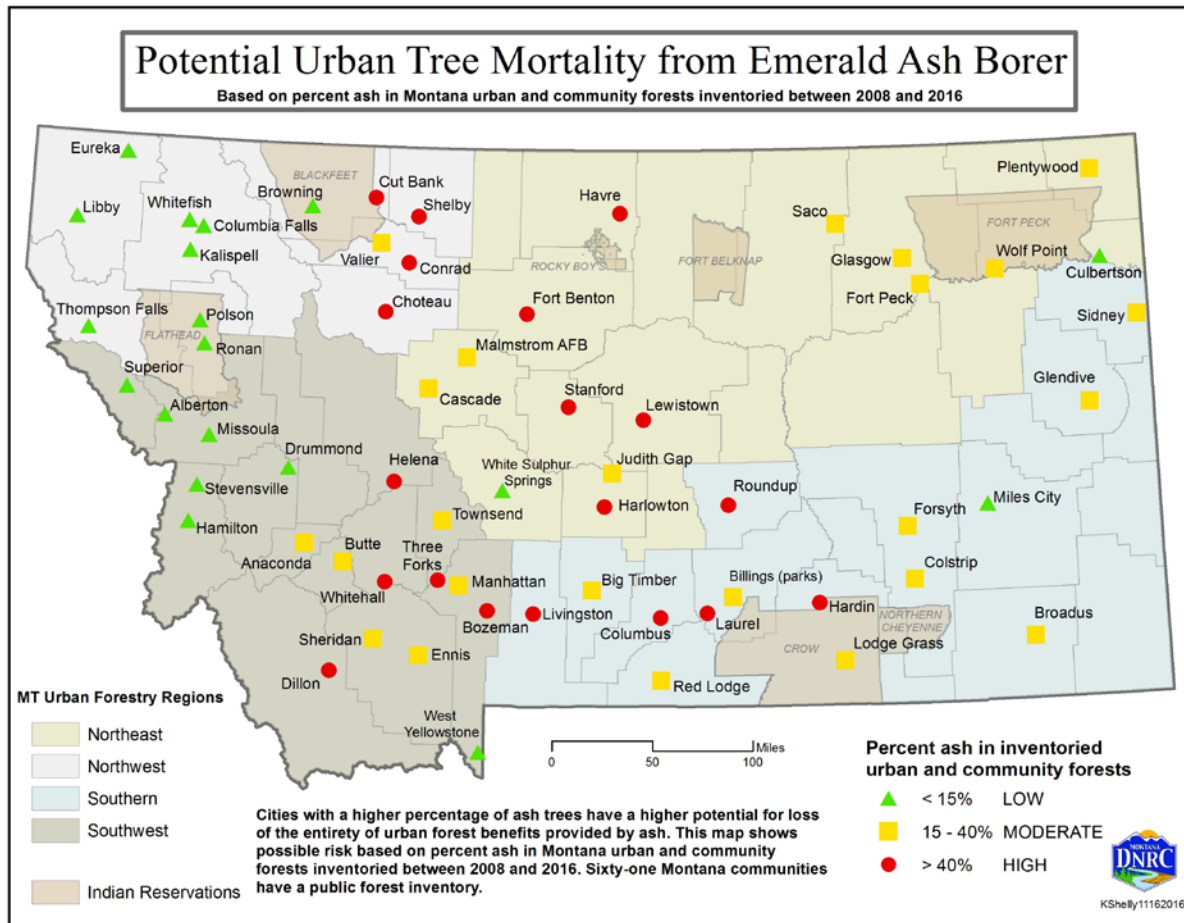


Figure 4. USDA Plant Hardiness Zone Map of Montana, reflecting 2012 zone shifts and the wide range of temperature zones throughout the state.



Appendix B

Figure 5. Ash tree prevalence throughout Montana, risk levels of communities that will have largest impacts.



Appendix C

REVISED Project Budget City of Missoula- Sustainable Urban Forest Resilience Project			
Detailed Budget Items By Object Class categories	Federal \$ via DNRC	Match \$ from City	Match Description/Source
Subrecipient salaries/wages/benefits			
A (1). Season 1 Personnel: 1 Staff @ 5.25Mo.(910 Hrs) Wage Rate: \$14.20/hr	\$12,922.00	\$2,750.00	Employee Training/oversight provided by City Urban Forestry staff. Administrative/Dedicated Project time for City staff
A (2). Season 2 Personnel: 1 Staff @ 5.25Mo. (910 Hrs) Wage Rate: \$14.20/hr	\$12,922.00	\$2,750.00	Employee Training/oversight provided by City Urban Forestry staff. Administrative/Dedicated Project time for City staff
B. (1) Season 1 Fringe Benefits	\$982.50		
B. (2) Season 2 Fringe Benefits	\$982.50		
Operating Expenses			
C. Travel Incl: Transportation, per deim, lodging	\$2,500.00	\$1,000.00	City of Missoula Project Match
D. Equipment: Tree Spade Implement for B&B Nursery	\$0.00	\$10,500.00	Purchase of Tree Spade to be used in B&B Tree production: \$10 ,500 Implement cost. Implement to be used with current city equipment.
E. Operating and Physical Expenditures: Including: Plant materials, Infrastructure for Nursery & Gravel Beds Public outreach materials	\$15,691.00	\$17,500.00	City of Missoula match toward project via installation of infrastructure improments (provide road construction material and install, installation of 8' wire fencing), irrigation calibration and Maintenance. Transport of plant material to other communities.
Contractual			
F. Contractual: Irrigation installation, and site prep	\$0.00	\$15,000.00	Contracted services for installation of irrigation mains and lateral lines: Funded from Missoula Urban Forestry Contractual Services Budget
TOTAL DIRECT CHARGES	\$46,000.00	\$49,500.00	
INDIRECT COSTS	WAIVED	\$0.00	Waived per City of Missoula
TOTALS	\$46,000.00	\$49,500.00	

Additional Requirements to Proposal

In addition to the specifications provided in Appendix A, the following must be completed:

- 1) Tree planting specifications - Part (A)
- 2) Final Work Inspection Form -Part (B)

Part (A) – Tree Planting

All tree planting projects must follow the Best Management Practices for Tree Planting, a special companion publication to the ANSI A300 Part 6: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Transplanting). This booklet covers bare root, containerized, and balled and burlap tree stock. Specifications are summarized here:

- **Time of Year** - The ideal time to plant a tree is when it is in a dormant condition, either in early spring before bud-break, or in the fall, after leaves have dropped. Weather conditions at these times are generally cool, allowing plants to establish new roots before the onset of harsh temperatures.
- **Location** – Visualize the tree in 20 years. Consider site restrictions (available growing space, soil, pavement, overhead/underground utilities, etc.) Call local utility services at least 2 days prior to digging to locate underground utilities. (Usually 811 or 1-800-424-5555 in MT)
- **Tree selection** –Carefully inspect trees and only purchase those that have a strong stem and no physical damage. Avoid trees with circling roots, severe pruning cuts, dead bark or signs of insects and disease.
- **Site preparation** – Dig a hole three times as wide as the root ball, but not deeper. Amending soil is not necessary unless planting in disturbed sites or poor soil quality. Break up compacted soil on sides of the hole, and leave bottom firm.
- **Tree preparation** – 1) Identify root flare - part of the trunk where the roots spread out at the base of the tree. Root flare should be visible after the tree has been planted. You may have to remove some soil from the top of the root ball to find the flare. 2) Cut away strings and burlap or plastic from around the trunk. If tree is container grown, carefully remove container.
- **Tree placement** – Lift tree into planting space by the root ball, not the trunk. Ensure tree is at proper depth and never plant too deep. Trunk flare and top of root ball should be at grade. Balance tree upright at center of planting space. Pull back burlap as much as possible without removing soil from the root ball.
- **Fill with soil** – Fill the hole while watering, periodically pausing to gently tamp base, ensuring the tree is firmly settling in the planting space. Finish filling soil just below the trunk flare.
- **Mulch** – Apply 2 inches of organic material i.e. wood chips or similar composted material. Leave bare soil around the trunk. Remove any tags, wrap, flagging, etc. from the tree. Such items were only meant as protection during transportation and installation.
- **Only stake if necessary** - Trees will establish more quickly and develop stronger trunk and root systems if they are not staked at the time of planting. However, protective staking may be required on sites where equipment, animal damage, vandalism or windy conditions are concerns. Use a wide, flexible tying material to avoid injuring trunk and allow the

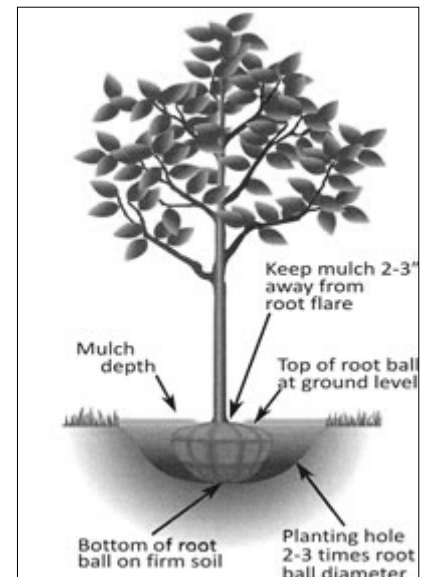
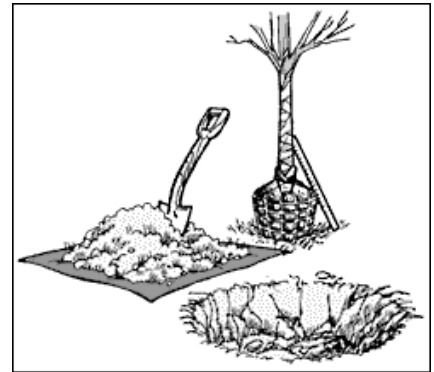


Diagram courtesy of San Antonio Parks and Recreation

Appendix D

tree to move or sway. Remove staking and ties after one year.

- **Establishment** – Do not fertilize at planting time. Water regularly throughout the first growing season (about once a week unless significant rainfall is received), but do not overwater. Keep lawn mowers and string trimmers away from tree to avoid wounding bark. Only prune dead or injured branches at time of planting.
- **Long term care & protection** – Have a 3-year annual inspection program to replace mulch, provide small tree training (light pruning cuts), and check for signs of stress, insects, disease, or vandalism. Keep trunk area free and clear of weeds and other competing vegetation. Put a fence around tree if site is a feeding ground for rabbits, deer, or other wildlife.

Part (B) – Project Inspection Form

Once the Subaward Project is complete, the Subrecipient must contact the DNRC regional urban forester to schedule a final project inspection. The inspection will verify that all required work has been completed and performed in accordance with state and program specifications. The Project Inspection Form must be completed by the DNRC regional urban forester or duly designated DNRC representative. Upon completion and submittal of the Project Inspection Form, a final payment of subaward agreement funds, including any funds that may have been withheld from earlier payment requests, is made to the Subrecipient. If the project is not inspected and approved by the DNRC regional urban forester, or deficiencies are found during inspection and not corrected, funds may be withheld from the Subrecipient.