



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and Members of the City Council

FROM: William R. Gray, Public Works Director
Michael J. Brunk, City Arborist

DATE: August 24, 2017

RE: Resolution Authorizing Acceptance of a United States Department of Agriculture Forest Service Grant For Tree Planting

Introduction

The Arbor Division has been awarded a \$15,000 tree planting grant by the United States Department of Agriculture (USDA) Forest Service and Morton Arboretum that will assist the City in recuperating from the Emerald Ash Borer. The grant requires an equal match in local dollars which can include the cost of ash tree and stump removal. The City will utilize Fiscal Year 2018 tree planting and ash tree/stump removal funds/expenditures for its match. Grant expenditures must be made prior to reimbursement, therefore, requiring the City to provide the grant funds up front. This funding request is to be addressed in a separate budget amendment on this same agenda. The \$15,000 will be fully reimbursed after June 30, 2018, and the successful completion of the tree planting project.

Background

Over the past five years Urbana has been inundated with dying ash trees due to the population climax of the Emerald Ash Borer. The City is on the verge of removing the last of the infected ash trees from public parkways but has a sizable backlog of 500 tree stump sites. In order to maximize the benefit of the grant the City's proposal is to purchase smaller trees and plant them with in-house staff. Upon receiving the signed agreement from The Morton Arboretum, the City will seek to purchase and plant as many as 282 new trees this fall and next spring, ranging in size from 1/2 inch to 1 1/4 inch in diameter.

Fiscal Impact

There will be no financial impact on the City fund balance as \$15,000 will be fully reimbursed by the USDA Forest Service after June 30, 2018, and upon completion of the project. The outcome of the grant project will allow Urbana to complete half of a five-year backlog of stump removal and tree replacements with no additional local dollars.

Recommendation

It is recommended that the City Council approve **A RESOLUTION APPROVING URBAN AND COMMUNITY FORESTRY GRANT PROGRAM AGREEMENTS (2017)**.

RESOLUTION NO. 2017-08-058R

**A RESOLUTION APPROVING URBAN AND COMMUNITY
FORESTRY GRANT PROGRAM AGREEMENTS**

(2017)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, trees provide many benefits to the City, including energy conservation through shade, wildlife habitat, decreased stormwater runoff, cleaner air, and increased property values; and

WHEREAS, in 1976, the City proudly became the first Illinois community to receive the prestigious Tree City USA designation; and

WHEREAS, since 1992, the City also has received the Tree City Growth Award, an honor recognizing the City’s commitment to tree care beyond the basic requirements of the Tree City USA designation; and

WHEREAS, the City is committed to sustaining a healthy urban forestry program to manage the trees growing in our community; and

WHEREAS, as part of such commitment, the City removes unsafe, declining, diseased, or insect-infested trees and replaces them with new and vigorous trees at suitable locations; and

WHEREAS, the City recognizes that the emerald ash borer has caused the loss of millions of ash trees in North America; and

WHEREAS, the emerald ash borer has inundated the City, resulting in subsequent tree removals and an accumulated five-year backlog of stump grinding and tree planting; and

WHEREAS, the United States Department of Agriculture Forest Service has offered a \$15,000 matching grant to the City through The Morton Arboretum in accordance with the Urban and Community Forestry Grant Program grant recipient and tree maintenance agreements attached hereto; and

WHEREAS, the grant provided by such agreements will enhance and strengthen the City’s urban forestry program by allowing the City to purchase and plant new trees and perform other activities to recuperate from the emerald ash borer; and

WHEREAS, funds are available to effectuate the purposes of such agreements; and

WHEREAS, the City Council, after due consideration, finds that the approval of such agreements in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

A Grant Recipient Assurances and Requirements Agreement and a Tree Maintenance Agreement between the City of Urbana, Illinois, and The Morton Arboretum, in substantially the form of the copies of said Agreements attached hereto and hereby incorporated by reference, be and the same are hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreements as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

From and after the execution and delivery of such Agreements, the Public Works Director, or his designee, is hereby authorized and directed to perform all acts necessary on behalf of the City of Urbana to carry out the purpose and intent of this Resolution.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2017.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2017.

Diane Wolfe Marlin, Mayor



August 9, 2017

Mr. Mike Brunk
City of Urbana
400 South Vine Street
Urbana, IL 61801

Re: Urban and Community Forestry Grant
Project Funded: Tree Planting

Dear Mike,

The Morton Arboretum is pleased to announce that the City of Urbana has been approved in the amount of \$15,000 for the 2017 round of the Urban and Community Forestry Funding.

Please read all the terms and conditions of the contract agreement, including all attachments, carefully. Sign and return two copies of the entire application packet along with this award letter no later than September 15, 2017. This letter and the following attachments outline the terms and conditions of accepting this funding.

- Award Letter
- Grant Agreement
- Original Application and Proposal Packet
- Tree Planting and Mulching Guide

Once your two signed contract agreement packets are received, we will review, sign and return one of the completed agreements to you. Upon receipt of the fully executed agreement, you may begin to implement your proposed project. Please note that any tree work started after June 1, 2017 may be counted as match – even though some of this work occurred prior to the date of the executed agreement. Any other work started before the receipt of your fully executed agreement will be ineligible for reimbursement.

The grant project must be completed and reimbursement request received by June 30, 2018. There are no exceptions to this as that is the date we are required to have all work completed by the U.S. Forest Service.

Upon signing the attached contract, your organization states that you agree to all terms and conditions and that you will notify The Morton Arboretum, if there is any change in your organization which would affect the completion of this grant. Notification must be received by The Morton Arboretum in writing, within two weeks of when any deficiency becomes apparent.

You are required to provide progress reports on the expenditures and activities related to your grant at the designated times outline in the attached agreement.

All finance documents and documentation of completed match must be submitted at time of request for reimbursement – including copies of canceled checks.

This signed agreement gives The Morton Arboretum your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press released and/or publications.

Four key issues to keep in mind, inspections will be conducted in concert with the U.S. Forest Service and all planting requirements outlined in the grant proposal and agreement documents must be met. Trees that do not meet the following criteria will not be accepted:

1. The flare of the trunk shall be at ground level.
2. All ropes and wire shall be removed from the top of the root ball.
3. Only low profile wire baskets are to be used and baskets should be removed.
4. Mulch shall not touch the bark of the tree.

You are required to complete a Tree Preservation Ordinance that meets the criteria outlined in the Request for Proposal, prior to the termination date of this grant – June 30, 2017. If you need free assistance from The Morton Arboretum we ask that you notify us as soon as possible so we can begin to get that in process for you. The latest date to notify is that you will need our assistance is March 30, 2018.

Finally and importantly - congratulations on this recognition of your important efforts in urban and community forestry. We look forward to working with you during the coming year.

Sincerely,



Lydia Scott

lscott@mortonarb.org

Enclosures

2017 Urban and Community Forestry Grant Program Grant Recipient Assurances and Requirements 2017-2018

1. Cooperating Agencies

Grant Program Administrator – The Morton Arboretum (TMA)

Funder – US Forest Service through the Northeastern Area, State and Private Forestry

Community Recipient: _____
(City, Town, Park District or Other Local Unit of Government)

Community Contact: _____

Email: _____ Phone: _____

Non-Liability

The Morton Arboretum and Forest Service do not assume liability for any third party claims for damages arising out of this instrument.

Budget Revisions

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

Prior Approval

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton Arboretum. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- change in the scope or the objective of the project or program (even if there is no associated budget revision);
- change in a key person specified in the application or award document;
- changing local match from the approved of work plan;
- extension period of availability of funds;

Use of Funds

1. Development and approval of a tree protection/preservation ordinance.
2. Completion of a tree inventory.
3. Development of an urban forest management plan.
4. Planting of trees

5. Proposed trees may not include trees that are part of capital projects or will be impacted by a roadway project within the next three years.
6. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, removal expenses may be used to meet the match requirements.

Notification

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

Award and Execution of Agreement

Two agreements must be signed by the successful grant Recipient. Signature must be by someone who has the authority to represent the governmental institution and returned to The Morton Arboretum for final execution by September 15, 2017.

One copy of the fully executed agreement will be returned to the grant Recipient and will serve as official notification for the community to begin their project. Any costs matching or otherwise incurred prior to June 1, 2017 will be ineligible for reimbursement.

Matching Costs

Recipients must document and provide proof of local match with the minimum required ratio of 1:1.

Eligible Local Matching Costs

The following examples of costs that are allowable as a community's local match of the project cost:

1. Tree removal and stump grinding (occurring between June 1, 2017 and June 30, 2018).
2. Utilization of salvageable lumber and disposal of ash trees by community employees, volunteer or contractors.
3. Additional tree purchases for the specified project.
4. Site modifications and materials (soil, mulch) directly related to the project.
5. Labor costs or in-kind volunteer labor to plant for trees.
6. Administrative costs directly related to the project.

7. Labor and material costs for tree maintenance up to June 30, 2018. All additional costs related to the maintenance and care of the trees for three years are **not** eligible as match.

Supporting documentation for the Applicant's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

Reporting Requirements

You are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- September 15, 2017
- December 15, 2017
- March 15, 2018
- June 15, 2018

A final report is due at project completion (June 30, 2018).

The Morton Arboretum will complete a community site inspection of the trees planted after receipt of the final report and prior to disbursement of grant funds to Recipient. The final report will include a budget form and match documentation worksheets. The Inspector's report is available for the Recipient's review in the completed agreement packet. Work for this Grant **must be completed by June 30, 2018**

A locally approved Tree Protection/Preservation Ordinance is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file. If the Recipient requires assistance in completion of a Tree Protection/Preservation Ordinance they must submit a request, in writing, to The Morton Arboretum at least 90 days prior to the June 30, 2018 deadline.

Upon completion of the project(s), the grant Recipient may be required to participate in surveys every six months and/or site inspections on survivability of trees planted through this program. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants.

Requirements in this section are based on the project funded.

Funding Categories

Tree Ordinance Category

A tree preservation ordinance must include the following:

1. Statement of purpose for the tree preservation/protection ordinance.

2. Clear definitions of terms.
3. Clear scope of preservation, protection, management, removals, pruning, selection, and planting requirements.
4. Clear statement of the value and service of the urban forest as infrastructure.
5. Clear specifications referencing the American National Safety Institute, National Association of Arborists, International Society of Arboriculture, National Association of Nurserymen and/or other nationally recognized organizations for the following:
 - a. tree production (nursery source)
 - b. tree planting
 - c. tree care
 - d. tree pruning including frequency
 - e. species restrictions, e.g. under utilities, use of invasive or potentially invasive species
 - f. tree removals.
6. Defined skill requirements for professionals who manage trees for the organization.
7. Identified tree protection, preservation, fee, and penalty requirements for construction impacts.
8. Defined replacement requirements, fees, and penalties for trees damaged or killed.
9. Invasive species identified and management protocol if applicable.
10. Prohibition of tree topping, including fees and penalties.
11. Defined tree permit requirements, fees, penalties, enforcement, variance and civil remedies.
12. Qualifications, responsibilities, and terms of the Tree Board or other advisory group responsible for trees.
13. Identified individual and/or group responsible for making decisions about trees.
14. A preferred species list.
15. Restricted or illegal species list, e.g. invasive species list.
16. Insurance requirements.
17. On a quarterly basis, Applicants will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Applicants will be required to submit a final report and will include a budget form and match documentation worksheets.

It is recommended but not required that the tree preservation/protection ordinance include:

1. Inclusion of education, outreach, and/or assistance to private property owners on tree planting, management and assessment.
2. Incentives or regulations for trees located on private property.
3. Integration of the community urban forest management plan as the basis for the tree preservation/protection ordinance (See Silver Level Ordinance Template in the Application Folder).

Tree Inventory Category

Following are requirements for this project:

1. The inventory shall be on governmental property other than state or federal land. The inventory of trees on private property is not allowed through this proposal. However, inventory of trees on private property may be used as match.
2. The inventory shall be conducted by an arborist certified by the International Society of Arboriculture or other professional, nationally recognized certification program or entity.
3. At a minimum, the following inventory information shall be collected:
 - a. Individual location of each tree inventoried. This can be by address or by geographic information system. Enough information shall be collected to be able to locate the tree again at a future date.
 - b. Species and genera of each tree inventoried – including invasive species.
 - c. Size of the tree. Size shall be taken at diameter at breast height (4.5 feet above ground).
 - d. Condition of the tree. This may be as simple as classifying whether the tree is in excellent, good, fair, poor, or dead condition. This can also be completed by a score such as 1, 2, 3, 4, or 5.
4. The final inventory data must be in a format that allows for ongoing updates and inputs. This may be an Excel or other computer program, paper or even an electronic inventory format provide by a professional outside entity. If there are questions about what type of format might be used please contact Beth Corrigan at bcorrigan@mortonab.org. The objective of this requirement is that the inventory be a living system for inputting and updating tree information for the organization.

5. The Applicant shall commit to maintain the inventory for a period of not less than five years post completion of the project. This may be done by the utilization of volunteers or others who record work orders, tree planting and/or removals.
6. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all selected Applicants. The ordinance does not have to be in place to apply but must be completed and approved by the organization prior to reimbursement of grant funds no later than June 30, 2018.
7. On a quarterly basis, Applicants will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Applicants will be required to submit a final report and will include a budget form and match documentation worksheets.

Urban Forest Management Plan Category

The urban forest management plan shall meet the following requirements:

1. Review and approval by an International Society of Arboriculture (ISA) Certified Arborist.
2. Acceptance by the Applicant's governmental organization prior to request for reimbursement.
3. Identified short and long-term urban forest goals 2017 – 2027.
4. A description of the organization's urban forest canopy cover and composition (if this information exists). (Canopy cover can be provided to the organizations in Will, Lake, Kane, Kendall, Cook and McHenry by the Chicago Region Trees Initiative and can be found at Chicagorti.org/UTC.)
5. Identification of priority planting locations and a strategy for improving forest age and species structure. Include specifications for tree production and planting as outlined in ANSI, ISA and/or other nationally recognized standards.
6. How the urban forest inventory will be used to inform decisions and how it will be updated.
7. Criteria for species selection.
8. Specifications from ANSI, ISA and/or other nationally recognized standards for planting, pruning, removals, and care.
9. Identification of urban forest risk including a strategy for management of issues such as pruning frequency, climate impacts, and invasive species with clear ANSI, ISA and/or other nationally recognized standards identified.

10. Identification of a clear program for education and engagement of private landowners and managers within the organization's boundaries.
11. Required and recommended qualifications and training of staff.
12. Qualifications and specifications required of contracted labor and consulting.
13. A plan for acquisition and replacement of equipment and resources.
14. Short and long term budget projections and needs.
15. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all selected Applicants. The ordinance does not have to be in place to apply, but must be completed and approved by the organization prior to reimbursement of grant funds no later than June 30, 2018.
16. On a quarterly basis, Applicants will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Applicants will be required to submit a final report and will include a budget form and match documentation worksheets.

It is recommended but not required the plan include the following:

1. A plan for protection and preservation of legacy/heritage trees.
2. Consideration for care and management of natural areas.
3. Consideration of development and retention of the organizations volunteer program.
4. Consideration of utilization for urban wood
5. Preferred Species List
6. Non-Preferred Species List
7. A strategy for contract growing
8. Sidewalk vs. tree conflict resolution and protection
9. Sewer line vs. tree conflict resolution and protection
10. Tree City USA Application or renewal
11. Tree Board or other advisory group responsibilities

Tree Planting Category

Following are requirements for this project:

1. Tree planting projects must be planned and executed for long-term survival of trees.
2. Tree species selected must be a diverse selection of not more than 5% of any one species and/or 10% of any one genus.
3. An International Society of Arboriculture certified arborist must approve the accompanying tree planting plan for all trees planted through this proposal either funded by this proposal or with match. (See below.)
4. The Applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. The maintenance plan must identify who will water and mulch trees over the **required three years post planting period**. (A copy of the proposed maintenance plan must accompany the proposal.)
5. Trees must be planted according to the ANSI, ISA and/or other nationally recognized planting specification.
6. All trees purchased through this proposal shall meet the ANSI American Standard for Nursery Stock.
7. All trees must have the **burlap and rope removed at planting and the wire basket must be removed or be a low profile basket**.
8. Tree planting shall take place in the fall of 2017 or spring of 2018.
9. Tree species to be planted must be specified in the grant proposal. Species selected and site conditions must be identified.
10. Trees purchased must come from Illinois Department of Agriculture Certified Nurseries.
11. Upon completion of the tree planting, data on survivability will be collected semiannually via electronic survey. Periodic site visits by The Morton Arboretum may be conducted.
12. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all selected Applicants. The ordinance does not have to be in place to apply, but must be completed and approved by the organization prior to reimbursement of grant funds no later than June 30, 2018.

13. On a quarterly basis, Applicants will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Applicants will be required to submit a final report and will include a budget form and match documentation worksheets.
14. A Tree Planting List is required and is attached to the Application packet.
15. A Tree Maintenance Agreement is required and is attached to the Application packet.

Tree Planting Work Plan

A Work Plan Chart is required to be submitted with the Agreement. This Work Plan Chart shall identify and detail the following:

1. Time line,
2. Administrative actions,
3. Removal, removal location, (only ash removals may be counted),
4. Planting, include planting location, site description, size of planting site, replant date, species and genus,
5. Maintenance,
6. Invoicing,
7. Ongoing management.

Inspections

All project work and work reported as Matching Local Share completed as part of the Grant project is subject to inspection by the Morton Arboretum or their representatives. Recipients will be expected to meet with an Inspector; show the Inspector work completed with grant funds; and demonstrate that work was done according to Assurances listed herein; and concur with Inspector's report. The Reimbursement Packet should be available at the inspection and may be submitted to the Inspector for processing.

Payment Procedures

Reimbursement payment shall be made only to the contracted entity for invoices paid by the grant recipients. Communities can expect payment between 45-60 days after The Morton Arboretum has received completed reimbursement request forms containing valid invoices and canceled checks. **Only one reimbursement payment will be made to the contracted community upon completion of all phases of the grant project.** Once payment is made the grant project is considered completed, however, maintenance and care of the trees is required for three years. Maintenance and care of the trees cannot be used as match.

To receive payment, the administering agency must receive and approve your Tree Preservation/Protection Ordinance. It is recommended that your organization work with The Morton Arboretum to ensure that your proposed ordinance meets the requirements

outlined in the Request for Proposals and the Agreement prior to requesting reimbursement.

Payments for grants are awarded by The Morton Arboretum. You may only receive one payment. To receive that payment you must invoice The Morton Arboretum, attach relevant invoices, copies of cancelled checks, and documentation of your local match. Invoice requests must be submitted for review to The Morton Arboretum by **June 30, 2018** using the Reimbursement Packet. You may request a copy of the reimbursement packet by emailing Lydia Scott at lscott@mortonarb.org. Invoices must be sent in a packet addressed to:

Lydia Scott
Community Trees Program
The Morton Arboretum
4100 Illinois Route 53
Lisle, IL 60532

Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. Tall-growing trees should not be planted under power lines. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> Or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661
3. The applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. **A completed maintenance plan must accompany this agreement.** Trees must be planted according to the *International Society of Arboriculture Tree Planting Best Management Practice* <http://secure.isa-arbor.com/webstore/BMPs-C59.aspx> , mulched and watered appropriately for three years to enable trees to become fully established and thrive. Planting is based on *ANSI A300-2005 (Part 6) Transplanting*. Alternatively, the Suburban Tree Consortium specifications will be accepted.

IMPORTANT: Trees planted with rope ties intact and wire baskets which have not been reduced by 1/3 from the top of the root ball will not be accepted.

4. When contracting for services related to this project(s) firms must have appropriate Workers Compensation insurance.
5. Anyone removing trees must adhere to *ANSI A133.1: Pruning, Repairing, Maintaining, and Removing Trees and Cutting Brush – Safety Requirements*.

6. Nursery stock must be a minimum of 1 ¼” and no greater than 3” inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLAStandard2004.pdf>. Trees purchased using Suburban Tree Consortium specifications will also be accepted.
7. Diversification of the community forest is a goal. Grantees may not purchase more than 10% of any one genus or 5% of any one species. If an applicant can document that tree diversification is being achieved through a long range plan and that the past 4 years of tree purchases have been diverse the Morton Arboretum may consider waiving the requirement.
8. Trees purchases must be made with Department of Agriculture Certified Nurseries.
9. Individuals conducting tree inventory work must have previous experience conducting inventories and provide proof of successful completion of tree inventory work to the awarded entity. It is highly recommended that tree care companies or other arboriculture related organizations be utilized.

2. Federal Grant Terms and Conditions

Federal Requirements

Program funds are available through the U.S. Forest Service State and Private Forestry and disbursed through the US Forest Service Forest. The Community shall be responsible for reporting funds received on their annual Schedule of Expenditure of Federal Awards. The Community shall also be responsible for compliance with all federal laws and regulations specifically those pertaining to federal funding.

Recipient Audits

Recipients expending \$500,000 or more in Federal awards during the Recipient's fiscal year for fiscal years ending after December 31, 2003 as provided in OMB Circular A-133 are required to meet the audit requirements of OMB Circular A-133 (the circular is available at <http://whitehouse.gov/omb/circulars/a133/a133.html>). There required audits must be completed within 9 months of the end of the Recipient's audit period and a copy forwarded to The Morton Arboretum along with management's response to audit findings. Within 6 months after receipt of the Recipient's audit report the Morton Arboretum will contact the Recipient to ensure that the Recipient takes timely and appropriate corrective actions on all findings. For questions regarding the above please contact Carol Walter, The Morton Arboretum Finance Department at cwalter@mortonarb.org or 630-719-2404.

Debarment and Suspension

The Recipient shall immediately inform The Morton Arboretum if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, and then they shall notify the

Morton Arboretum without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Legal Authority

The Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

Notices

Any notice given by the Forest Service or the Morton Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To The Morton Arboretum.
- To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Drug-Free Workplace

- a. The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 1. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 2. Specify the actions the Recipient will take against employees for violating that prohibition; and
 3. Let each employee know that, as a condition of employment under any award, he or she
 - i. Must abide by the terms of the statement, and
 - ii. Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Your policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Morton Arboretum's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

d. The Recipient agrees to immediately notify the Morton Arboretum if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked. The notification must be sent to the Morton Arboretum within ten calendar days after the Recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the Recipient must either:

- i. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
- ii. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Eligible Workers

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

Title VI Compliance

The Recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685 and 1686), which prohibits discrimination on the basis of sex in educational programs and activities; (c) the Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age (42 USC 6101); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

Please refer to the US Forest Service Washington Office Civil Rights Office for additional information at: <http://www.fs.fed.us/cr/>

Trafficking Victims Protection Act (TVPA)

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

1. You as the Recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or

- iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The U.S. Forest Service as the Federal awarding agency and/or The Morton Arboretum, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a Recipient other than a private entity. We as the U.S. Forest Service a Federal awarding agency and/or The Morton Arboretum may unilaterally terminate this award, without penalty, if a Recipient or sub-recipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the Recipient or sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- c. Provisions applicable to any Recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.
- d. Definitions. For purposes of this award term:
1. “Employee” means either:
 - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Freedom of Information Act

It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The Recipient is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Please contact Lydia Scott at 630-719-2425 to review announcements as far in advance as possible because she may need to communicate directly with the Forest Service regarding the press release.

Public Information

The Recipient shall include the following statement, in full, in any agreements, 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 policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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

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

"This institution is an equal opportunity provider."

Circle the funding categories applied for through this grant:

Tree Planting

Tree Preservation/Protection Ordinance

Urban Forest Management Plan

Tree Inventory

The undersigned agree to comply with the requirements of this grant agreement.

Authorized Community Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

The Morton Arboretum Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Tree Maintenance Agreement

This Tree Maintenance Agreement between The Morton Arboretum and the Applicant certifies that customary and reasonable tree care and maintenance will be **performed three years post planting for trees planted under the terms of the U.S. Forest Service State and Private Forestry Grant.**

Maintenance recommendations are detailed in *International Society of Arboriculture Tree Planting Best Management Practice*.

Trees must be mulched and watered appropriately for three years to enable trees to become fully established and thrive. During the growing season 1" of water should be applied **weekly** to the root ball of newly planted trees unless adequate soil moisture is present.

A 2"-3" layer of organic, wood chip mulch will be maintained in a circular area around the base of the tree that is at least 3' in diameter.

All tags, rope and wire ties will be removed. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees. Stakes will only be used in windy locations and will be removed after one year.

All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above, my organization will comply with tree maintenance requirements.

Applicant Representative Name - PLEASE PRINT

Entity

Title

Applicant Representative's Signature

Date