

ORDINANCE NO. 2607

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT FROM THE CHESAPEAKE BAY FOUNDATION FOR THE PURPOSE OF A TREE CANOPY STUDY AND APPROVING AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City of Salisbury is a partner with the Chesapeake Bay Foundation through a Healthy Waters Roundtable Work Group; and

WHEREAS, the Chesapeake Bay Foundation and the City of Salisbury have been working together to improve the urban tree canopy throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to prepare a Tree Canopy Study and assessment of tree planting opportunities; and

WHEREAS, the Project will enhance the environment for the City's residents and visitors; and

WHEREAS, Chesapeake Bay Foundation has awarded the City with a grant in the amount of \$69,866.60 to provide for the Tree Canopy Study; and

WHEREAS, the City shall accept the grant in the form of reimbursements and transfer those funds from the Reimbursement Account to the Capital Projects Account.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement accepting the project terms, for the betterment of the City and its residents, and accept the grant of \$69,866.60 from the Chesapeake Bay Foundation to perform a Tree Canopy Study and further authorizes grant reimbursements to be transferred to the appropriate Capital Project account.

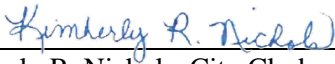
BE IT FURTHER ORDAINED that the City's Grant Fund Budget be amended as follows:

- 1) Increase the FY21 Chesapeake Bay Foundation Grant Revenue Account (10500-424650-xxxxx) by \$69,866.60
- 2) Increase the FY21 Chesapeake Bay Foundation Grant Expense Account (10500-513400-xxxxx) by \$69,866.60

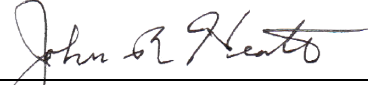
BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 22nd day of June, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 13th day of July, 2020.

ATTEST:



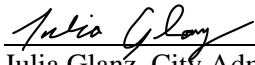
Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

20 day of July, 2020



Julia Glanz, City Administrator
for and with the authority of
Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development
Date: June 4, 2020
Re: Budget Amendment – CBF Grant for Tree Study

AP

The Department of Infrastructure & Development is requesting consideration for a budget amendment to accept a grant from the Chesapeake Bay Foundation. The City is one of six local jurisdictions that is sharing a Circuit Rider for Stormwater projects as part of the Healthy Waters Roundtable Work Group. The Circuit Rider is employed by the Chesapeake Bay Foundation and funded by the six jurisdictions, the Maryland Department of the Environment and with a National Fish and Wildlife Federation (NFWF) Grant. As part of this program, each jurisdiction is receiving funding to implement a project, which can include a study, design or construction.

Salisbury is receiving \$69,866.60 in grants to complete a Tree Canopy Study which includes an assessment of tree planting opportunities on City properties. The study will provide a recommendation of a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property. The study will also identify tree species that are prevalent in the City. The City will utilize a vendor from our Stormwater Support Contract to complete the study. The grant amount is based on the actual scope of work for the study per the attached proposal.

Attached is the sub-award grant agreement from CBF. Unless you or the Mayor have further questions, please forward a copy of this memo, the agreement and the ordinance to the City Council.



The Stables Building
2081 Clipper Park Road
Baltimore, MD 21211

May 22, 2020

Amanda Pollack
City of Salisbury Infrastructure and Development Department
125 N. Division St., Suite 202
Salisbury, MD 21801

Re: Tree Canopy Study
Biohabitats Proposal No. P20185.01
Subject: Scope of Work and Fee

Dear Ms. Pollack:

Thank you for reaching out to Biohabitats to conduct a tree canopy study for the City of Salisbury. Per your request, Biohabitats has prepared the following scope and fee to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document.

We will work with the City to develop the optimal approach to conducting the work to yield the best value. We are available to initiate the work immediately upon your direction to begin. If you have questions regarding this information, please call me at (530) 723-4852.

Sincerely,

BIOHABITATS, INC.

Rebecca Winer-Skonovd
Senior Environmental Scientist



SCOPE OF WORK

1. Biohabitats will identify tree canopy within City limits, identify plantable areas, review program and regulations that may increase or decrease tree canopy, and create a summary document.
2. Specific deliverables include a data wish list, tree canopy GIS layer that incorporates existing sea level rise mapping, summary of field assessment results, concepts for four planting opportunities, summary document, conference call agendas and meeting notes. All deliverables will be provided in an electronic format.
3. The City of Salisbury will provide consolidated comments on draft deliverables and provide a signed carry letter.
4. The scope of work does not include identification or remediation of hazardous, toxic or radioactive waste.
5. This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

Task 1 Project Kick-off and Data Collection

A kick-off call will be held with City staff to review the scope of work, approach, and timeline. Time under this task includes collecting and reviewing relevant GIS data, reports, and other documentation (such as the City's Tree City, Bee City, and Bird City applications).

Deliverables

- Conference call agenda and meeting notes
- Data request wish list

Biohabitats assumes the City staff will:

- Provide relevant data and reports, as available. This includes GIS data needed to complete the analysis of plantable areas in Task 2, including utilities and sea level rise. Biohabitats assumes that the sea level rise data will be available in a format that can be easily brought into GIS.

Task 2 Desktop Assessment: Tree Canopy 2018 Conditions

Biohabitats will perform an automated tree canopy classification with desktop accuracy assessment using National Agriculture Imagery Program (NAIP), 4-band aerial imagery from 2018. The output will be a GIS raster file with a three-category landcover classification: trees, non-tree vegetation, and non-vegetation. Spatial differences in tree canopy between areas of the City will be summarized by categories which may include zoning, neighborhoods, and/or street rights-of-way vs parcels. Summary of the methodology and results will be documented in the Task 4 Summary Document.

Using the output of the Tree Canopy Analysis and other GIS data available from the City of Salisbury, such as utilities, easements, and sea level rise, we will perform a desktop analysis to

identify potential tree planting areas on City property and other public lands, such as schools. Review of the desktop analysis with the City project manager will define and prioritize sites on City park property for field assessment. Finally, we will recommend a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property, and input from City staff. A conference call will be held to discuss results, discuss a potential tree canopy goal for the City, and finalize sites for assessment under Task 3.

Deliverables

- GIS layer depicting tree canopy conditions
- GIS layer of plantable public lands
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide input and final direction for priority City properties for field assessment and tree canopy goal

Task 3 Field Assessment: Evaluate City-Owned Properties for Planting/Enhancement

Biohabitats, with participation from GMB, will utilize a modified version of the Urban Reforestation Site Assessment (CWP, 2006) to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly-owned parcels with an emphasis on City parks. Sites from Task 2 output will be the primary focus. The primary objective is to identify candidates for reforestation, especially the largest available unforested areas and areas bordering the longest length of stream. Specific opportunities will be based on (1) planting viability by evaluating vegetation, soils, slopes, and site hydrology; (2) site constraints owing to current/planned uses, access, utilities, wetlands, required setbacks, and aesthetics issues; and (3) potential benefits evidenced by wildlife, invasive species, and total area available for forest planting. Other opportunities to improve existing vegetative conditions, remove invasives, and/or restore wetlands and other natural habitats will also be identified and impacts of sea level rise will be taken into account.

Up to 12 sites will be assessed. A “site” will be defined in collaboration with City staff. Constraints may need to be placed on the definition of a site (e.g., 1 site = 10 acres of assessed area) to ensure that we meet scope and budgetary assumptions (i.e., field crews will be able to assess 4 sites/day).

Once field work is complete, concepts will be developed for the top four sites. The top sites will be identified based on size of planting area, general feasibility, and discussions with City staff. Concepts will consist of a summary of onsite conditions and planting opportunities, including planting recommendations (species, number, location, etc.). Additional onsite recommendations may be made related to management of existing vegetation and invasives species, and sea level rise, where appropriate. A map, generated in GIS, will identify proposed planting area, any major areas of invasive species, and potential access.

Deliverables

- Summary of field assessment results in tabular format
- Draft and final concepts for top four planting opportunities
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide signed carry letter on City letterhead (Biohabitats will provide text for letter)
- Provide one consolidated set of comments on draft concepts

Task 4 Summary Document

Under this task, Biohabitats will create a Summary Document that is readable and concise. As part of the Summary Document, Biohabitats will conduct a program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development. The Summary Document will include the following:

- Summary of program review recommendations
- Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
- Summary of field assessment methodology and findings
- Recommendations to increase canopy
- Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
- Appendices including concepts for top four planting sites

A conference call will be held with the City to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Deliverables

- Draft and Final Summary Document
- Conference call agenda and notes

Biohabitats assumes that City staff will:

- Provide one consolidated set of comments on the Draft Summary Document

SCHEDULE

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Biohabitats agrees to the schedule; however weather and ongoing COVID-19 restrictions, and other delays beyond our control may result in overall schedule delay.

Task	Completion Timeline
Task 1: Project Kick-Off and Data Collection	14 days NTP
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	60 days NTP
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement ¹	120 days NTP
Task 4: Summary Document	120 days NTP

¹: Task 3 includes draft and final concepts; field work is estimated to be completed 90 days NTP, with draft and final concepts delivered with draft and final summary document

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. Compensation shall be on a time and expense basis. The budget to perform this work is as follows (detailed budget provided in Attachment A):

Task	Total Cost
Task 1: Project Kick-Off and Data Collection	\$ 4,220.00
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	\$ 18,280.00
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement	\$ 24,836.60
Task 4: Summary Document	\$ 22,530.00
Total	\$ 69,866.60

ORDINANCE NO. 2607

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT FROM THE CHESAPEAKE BAY FOUNDATION FOR THE PURPOSE OF A TREE CANOPY STUDY AND APPROVING AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City of Salisbury is a partner with the Chesapeake Bay Foundation through a Healthy Waters Roundtable Work Group; and

WHEREAS, the Chesapeake Bay Foundation and the City of Salisbury have been working together to improve the urban tree canopy throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to prepare a Tree Canopy Study and assessment of tree planting opportunities; and

WHEREAS, the Project will enhance the environment for the City's residents and visitors; and

WHEREAS, Chesapeake Bay Foundation has awarded the City with a grant in the amount of \$69,866.60 to provide for the Tree Canopy Study; and

WHEREAS, the City shall accept the grant in the form of reimbursements and transfer those funds from the Reimbursement Account to the Capital Projects Account.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement accepting the project terms, for the betterment of the City and its residents, and accept the grant of \$69,866.60 from the Chesapeake Bay Foundation to perform a Tree Canopy Study and further authorizes grant reimbursements to be transferred to the appropriate Capital Project account.

BE IT FURTHER ORDAINED that the City's Grant Fund Budget be amended as follows:

- 1) Increase the FY21 Chesapeake Bay Foundation Grant Revenue Account (10500-424650-xxxxx) by \$69,866.60
- 2) Increase the FY21 Chesapeake Bay Foundation Grant Expense Account (10500-513400-xxxxx) by \$69,866.60

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 22nd day of June, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

52 ATTEST:

53

54

55 _____
56 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

57

58 APPROVED BY ME THIS:

59

60 _____ day of _____, 2020

61

62

63 _____
Julia Glanz, City Administrator

INDEPENDENT SUBAWARD AGREEMENT

This Independent SubAward Agreement (the “Agreement”) is entered into as of June 4, 2020 (the “Effective Date”) between Chesapeake Bay Foundation, Inc. (“CBF”), a Maryland non-profit corporation, located at Philip Merrill Environmental Center, 6 Herndon Avenue, Annapolis, MD 21403, and City of Salisbury Maryland (“SubAwardee”), located at 125 N Division Street, Room 103, Salisbury, MD, 21801 and Social Security #/Fed ID 52-6000806.

WHEREAS, CBF is a non-profit, charitable organization dedicated to the conservation of the Chesapeake Bay and its rivers and streams;

WHEREAS, SubAwardee is a City in the State of Maryland;

WHEREAS, CBF wishes to hire SubAwardee to provide services to CBF as described in detail below, and SubAwardee wishes to provide such services to CBF; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **The Services.** SubAwardee will provide the services to CBF as set forth on the attached Statement(s) of Work (each collectively referred to as “SOW”) and will provide various deliverables to CBF on a timeline mutually agreed upon between the parties and made a part hereof. The parties may modify the SOWs at any time upon the mutual written agreement of the parties. CBF understands that any modifications to any SOW may result in a change in the price and the timeline.

2. **Conditions.** This Agreement involves Federal Funds through Grant Award# 0602.17.057428 and CFDA# 66.466 from Awarding Agency, National Fish & Wildlife Foundation (NFWF). SubAwardee’s acceptance of Federal Funds renders the SubAwardee to (NFWF’s Terms and Conditions) provided herein. SubAwardee’s financial management system must comply with SubAwardee’s documented internal control requirements including but not limited to cash receipts, cash disbursements, indirect costs, procurement, labor costs and interest earned on contract funds. In addition, SubAwardee must comply with all applicable Federal laws and regulations imposed on individuals and organizations receiving Federal Funds, including but not limited to Equal Opportunity Employment, the Americans with Disabilities Act and Drug-Free workplace requirements. SubAwardee agrees to perform the Services in accordance with said provisions and other applicable State and Local laws.

3. **Term and Termination.** The Term of this Agreement shall begin on the Effective Date as stated in the SOW and shall end upon CBF’s acceptance of all the deliverables set forth on the SOW and complete payment by CBF of all costs and expenses, unless earlier terminated as provided herein. Each party shall have the right to terminate this Agreement upon a material breach by the other party, if the breach remains uncured after twenty (20) days following the breaching party’s receipt of written notice from the non-breaching party outlining the nature of the breach. In addition, either party may terminate this Agreement at any time upon written notice to the other party provided that there are no pending SOWs. Furthermore, CBF may terminate this Agreement at any time upon written notice to SubAwardee if CBF’s funding for the project is terminated. In the event of early termination for any

reason, SubAwardee shall deliver to CBF all work product created up through the effective date of termination, and all fees shall be prorated based on the amount of work satisfactorily completed as of the effective date of termination. If CBF has overpaid, SubAwardee shall pay CBF the overage within twenty (20) days of the effective date of termination. If CBF has underpaid, CBF shall pay the balance due within twenty (20) days of the effective date of termination.

4. Compensation and Expenses. As consideration and compensation of SubAwardee's satisfactory performance in accordance with this Agreement, CBF agrees to pay SubAwardee the amounts set forth on the SOWs according to the payment plan in the SOWs. SubAwardee must submit a completed W-9 to CBF before payment will be made. All invoices must include current and cumulative costs and must be sent to CBF's Financial Contact by email to apeprmd@cbf.org. SubAwardee shall be responsible for all expenses relating to providing the services, unless specified otherwise in any SOW. A final statement of cumulative costs, including cost sharing, marked "FINAL" must be submitted to CBF's Financial Contact, apeprmd@cbf.org as set forth in the SOW.

5. Representations and Warranties. SubAwardee represents and warrants that its services will be provided in a timely and professional manner and will conform to standards generally observed in the industry for similar services. SubAwardee will re-perform any services not in conformance with this warranty at no charge, including any travel or other expenses related to the re-performance. In addition, SubAwardee represents and warrants that no deliverables or content provided by SubAwardee to CBF in connection with this Agreement will contain material that is an infringement of any third party's intellectual property rights or otherwise violates any law. CBF represents and warrants that no content provided by CBF to SubAwardee in connection with this Agreement will contain material that is an infringement of any third party's intellectual property right or otherwise violates any law.

6. Confidentiality. During the course of performing the services for CBF hereunder, SubAwardee may produce or may have access to Confidential Information. "Confidential Information" shall mean all information belonging to CBF, whether disclosed orally, visually, in writing or electronically, that is identified to SubAwardee as being confidential or proprietary information or that SubAwardee should reasonably understand, based on the nature of the information and the manner of disclosure, to be confidential or proprietary information. Confidential Information includes, without limitation, business plans, marketing plans, distribution plans, technical data, trade secrets and know-how, including, but not limited to, research, product and strategic plans, source code, products, services, member lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial and other business information.

During the Term and thereafter, so long as the information continues to be Confidential Information, SubAwardee shall hold in confidence and not directly or indirectly copy, disclose or use any Confidential Information, except to the extent required by any court or administrative agency, other than as reasonably necessary or appropriate in connection with SubAwardee's performance of its duties hereunder. All records, files, documents, and other materials or copies thereof relating to CBF's business that SubAwardee shall prepare or use or come into contact with shall be and remain the sole property of CBF and shall be returned to CBF upon termination of this Agreement.

The obligations of SubAwardee specified in this Section shall not apply to any Confidential Information to the extent such Confidential Information: (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act of SubAwardee; (ii) is in SubAwardee's possession at the time of disclosure other than as a result of SubAwardee's breach of any legal obligation; (iii) becomes known to SubAwardee through disclosure by sources other than CBF that are not known by SubAwardee to be under a duty of confidentiality with respect to the Confidential Information so disclosed; (iv) is independently developed by SubAwardee without reference to or reliance upon the Confidential Information; or (v) is required to be disclosed by SubAwardee to comply with applicable laws or governmental or regulatory regulations, provided, however, that Contractor provides prior written notice of such disclosure to CBF so that CBF may seek a protective order or other appropriate remedy.

7. Originality and Ownership. SubAwardee represents and warrants that all work product delivered by SubAwardee to CBF pursuant to this Agreement (collectively, the "Work Product") shall be of SubAwardee's original creation, except for materials used that are owned by CBF, materials used that are in the public domain and materials that the parties agree to license from a third party.

In exchange for the fees that CBF will be paying SubAwardee, SubAwardee agrees that CBF will be the sole owner of all the rights in and to the Work Product (subject to any pre-approved licensed third-party materials). The Work Product shall be deemed a work made for hire under copyright law. In the event that the Work Product is determined not to be a work made for hire, SubAwardee hereby transfers and assigns to CBF all right, title and interest, including copyright rights, that SubAwardee may have in and to the Work Product. SubAwardee agrees to do all acts and things and to sign whatever documents and agreements as are necessary to confirm and vest the entire right, title and interest in and to the Work Product in CBF.

SubAwardee understands that it may not use the Work Product, in whole or in part, outside the scope of this Agreement, without the express written consent of CBF. Nonetheless, SubAwardee retains all rights in and to the methodology and general know-how used by SubAwardee in creating the Work Product and SubAwardee shall have the right to use such methodology and general know-how in work for itself or other clients. In addition, SubAwardee shall have the right to use the Work Product as an example of SubAwardee's work for its own publicity purposes.

8. Regulatory Compliance. Acceptance of this SubAward constitutes certification that the:

- (a) SubAwardee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or Agency.
- (b) SubAwardee is not delinquent on any Federal debt.
- (c) SubAwardee will comply with the requirements of the Drug-Free Workplace Act.
- (d) SubAwardee will comply with the requirements of the Equal Employment Opportunity Act.
- (e) SubAwardee will comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act.
- (f) SubAwardee certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this SubAward, and that if any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with this SubAward, SubAwardee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities.

(g) SubAwardee agrees to notify CBF promptly if there is any change of status in any of the above certifications.

9. Conflicts of Interest. SubAwardee represents and warrants that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between SubAwardee and any third party. During the Term of this Agreement, SubAwardee shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. SubAwardee is expressly free to perform services for other clients while performing services for CBF.

10. Publicity. SubAwardee shall not issue a press release nor other public announcement concerning this Agreement or materials produced hereunder without prior written permission of CBF.

11. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its officers, directors, partners, members, employees, heirs and agents, from and against any and all third-party claims, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees incurred, arising out of or relating to any claim of a breach of any of the representations and warranties made by or obligations of the Indemnifying Party in this Agreement. Indemnifying Party's obligations will be subject to it having sole control of the defense of such claim and receiving reasonable assistance and cooperation from the Indemnified Party in connection with such defense.

12. Independent SubAwardee. SubAwardee is an independent SubAwardee. This Agreement shall not render SubAwardee an employee, partner, agent of, or joint venture with CBF for any purpose. SubAwardee will not be eligible for any employee benefits from CBF, nor will CBF make deductions from fees for taxes, insurance, bonds or the like.

13. Severability. If any provision of this Agreement is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and it shall not affect the validity or enforceability of any other provision.

14. Entire Agreement. This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

15. Governing Law & Venue: This Agreement, and any dispute arising under or in connection with this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. Each party hereby consents and submits to the personal jurisdiction of any local or federal court of competent jurisdiction sitting in the State of Maryland, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

16. **Waivers.** All waivers must be in writing, signed by a representative of the party granting the waiver.

17. **Assignment.** SubAwardee shall not assign any of its rights under this Agreement, nor delegate the performance of any of its duties hereunder, without CBF's prior written consent.

18. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if sent via email with confirmation of receipt. Notice shall be deemed given as of receipt and shall be addressed as follows:

If to CBF:

William Agee
Vice President, Administration
Chesapeake Bay Foundation
Philip Merrill Environmental Center
6 Herndon Avenue
Annapolis, MD 21403
wagee@cbf.org

If to Contractor:

Amanda Pollack
P.E. Director
Department of Infrastructure and Development
125 N Division Street
Room 202
Salisbury MD 21801

Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

20. **Survival.** Those provisions that by their nature survive the termination or expiration of this Agreement shall survive.

21. **Voluntary Agreement.** The parties acknowledge that they are entering into this Agreement freely and voluntarily and that they thoroughly understand and consent to all provisions hereof. Each party has reviewed this Agreement and has had an opportunity to consult with counsel and, accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

22. **Insurance:** SubAwardee, at its sole expense, shall maintain in force continuously throughout the term of this Agreement, a comprehensive general liability policy in form and amount satisfactory to CBF. Before beginning work under this Agreement, SubAwardee shall provide CBF with a certificate of insurance evidencing that the above required policy is in effect.

23. **Safety Precautions:** SubAwardee shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of this Agreement. SubAwardee shall promptly remedy any damage and loss to property caused in whole or in part by the SubAwardee, or by anyone acting on behalf of the SubAwardee.

24. **Attorney’s Fees:** If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs of such action, including expert witness fees, in addition to any other relief to which such party may be entitled.

25. **Force Majeure:** The performance of this contract by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the Services. This contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability, and in such event the parties will make a reasonable effort to reschedule the Services if a date and time convenient for both parties is available. If the Services cannot be rescheduled, all monies paid by either party shall be returned.

CHESAPEAKE BAY FOUNDATION, INC.

CITY OF SALISBURY MARYLAND

By: _____
William Agee
Vice President, Administration

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

CHESAPEAKE BAY FOUNDATION, INC.

By: _____
David Fogle
CFO

Date: _____

Exhibit A: Scope of Work for Subaward Agreement

Project Name: Salisbury Tree Canopy Study

Project Duration: August 1 – December 31, 2020

Project Cost: \$69,866.60

CBF Program Managers: Tom Leigh & Alan Girard

City of Salisbury Program Manager: Amanda Pollack, P.E. (APollack@salisbury.md)

Project Description: The Chesapeake Bay Foundation (CBF) will contract The City of Salisbury, MD (The City) for implementation of its National Fish & Wildlife grant project, Healthy Waters Roundtable: Improved Water Quality through Rural Regional Collaboration deliverables “to comprehensively evaluate opportunities for tree canopy increases and/or improvements within their respective jurisdictional boundary”. The City will hire and retain a subcontractor (Biohabitats) to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document. CBF will reimburse the City for costs associated with the following tasks/project milestones:

Task 1: ~August 15, 2020 Comprehensive Project Kick-Off Meeting
14 days from Notice to Proceed (NTP); NTP is estimated to begin on or about August 1, 2020

- A kick-off call will be held with partners to review the scope of work, approach, and timeline.

Task 2: ~October 1, 2020 Desktop Assessment: Tree Canopy 2018 Conditions
60 days from NTP

- Identification of potential tree planting areas on City property and other public lands, such as schools.
- Discuss potential tree canopy goal for the City.

Task 3: ~November 30, 2020 Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement”
120 days from NTP

- Assessment of up to 12 sites to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly owned parcels with an emphasis on City parks.
- Concept development for the top four sites based on size of planting area, general feasibility.
- Onsite recommendations for management of existing vegetation and invasive species, and sea level rise, where appropriate.
- GIS map generation to identify proposed planting areas, any major areas of invasive species, and potential access.

Task 4: ~December 31, 2020 Urban Tree Canopy Study Summary Document
120 days from NTP

- Program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development.
- The Study Summary Document will include the following:
 - Summary of program review recommendations
 - Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
 - Summary of field assessment methodology and findings
 - Recommendations to increase canopy
 - Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
 - Appendices including concepts for top four planting sites
- A conference call will be held with the City and partners to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Reporting Requirements:

- Narrative Progress reports: Narrative progress reports must be submitted on a monthly basis. Narrative progress reports should include a description of activities performed, progress achieved towards deliverables, and issues encountered.
- Financial reports: Financial reports must be submitted on a monthly basis. Financial reports should include actual expenses incurred, by line item, as outlined in the proposed budget. Changes to the budget between line items that will exceed 10% of the total budgeted amount must have prior approval. Items not included in the proposed budget must have prior approval.
- Report period and due dates are as follows:
 - September 30, 2020
 - October 31, 2020
 - November 30, 2020
 - December 31, 2020 Final cumulative report

Submit all reports to Alan Girard (agirard@cbf.org)

Invoicing Requirements:

CBF will reimburse the City for costs incurred related to its contract for completion of the aforementioned tasks not to exceed \$69,866.60 upon receipt and approval of invoices submitted along with required monthly reports. Invoices will be paid within 30 days.

- Frequency: Invoices must be submitted to CBF on a monthly basis. The invoicing schedule is in line with the reporting schedule above. If the Subrecipient requires more frequent payment, they may submit invoices in between the required periods. However, invoices must provide a brief progress report describing work completed. A final invoice must be submitted to CBF no later than December 31, 2020.
- Documentation required: Invoices must include total amount due, billable to CBF, period of expenses, and itemization of all expenses, including, but not limited to:
 - Personnel: Name, title, rate, and hours worked + fringe

- Travel: Miles driven, and mileage rate applied for personal vehicle use. Backup documentation for any other travel expenses incurred (i.e. meal receipts, rental car receipt, etc.)
 - Subcontract expenses: Invoices from subcontractors performing work as part of the subrecipient agreement
 - Indirect rate applied
- Submit all invoices to Alan Girard (agirard@cbf.org) and apeprmd@cbf.org.

 NFWF	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 57428	2. NFWF GRANT ID: 0602.17.057428
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 010088987	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 15.52%
5. SUBRECIPIENT TYPE Non-profit Corporation		6. NFWF SUBRECIPIENT Chesapeake Bay Foundation, Inc.	
7. NFWF SUBRECIPIENT CONTACT Lauren Robinson 6 Herndon Avenue Annapolis, MD 21403 Tel: 443-482-2101 laurenrobinson@cbf.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Daley Burns National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 daley.burns@nfwf.org	
9. PROJECT TITLE Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)			
10. PROJECT DESCRIPTION Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.			
11. PERIOD OF PERFORMANCE September 1, 2017 to August 31, 2020	12. TOTAL AWARD TO SUBRECIPIENT \$316,003.47	13. TOTAL FED. FUNDS \$316,003.47	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$347,707	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget (but not in excess of the rate stated in the Subrecipient's valid NICRA).			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
U.S. Environmental Protection Agency	FC.R237	9/30/2014	96331101	\$24,005,500	\$316,003.47	66.466

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) <i>William A Agee Director of Operations</i>		D. NAME AND TITLE OF NFWF AWARDOING OFFICIAL Eric Schwaab, Vice President, Conservation Programs	
B. SUBRECIPIENT BY <i>[Signature]</i>	C. DATE <i>11/9/2017</i>	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY <i>[Signature]</i>	F. DATE <i>11/20/17</i>

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
September 1, 2018	Interim Programmatic Report
October 31, 2018	Annual Financial Report
September 1, 2019	Interim Programmatic Report
October 31, 2019	Annual Financial Report
October 31, 2020	Final Financial Report
October 31, 2020	Final Programmatic Report

②



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original

Page 4 of 23

②

receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds

expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.



2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

(2)

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not

be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

②

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.



SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant



Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subaward and contracts, including a requirement that Subrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

a. Trafficking in persons.

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

i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
- b. Procure a commercial sex act during the period of time that the award is in effect; or**
- c. Use forced labor in the performance of the award or subawards under the award.**

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- 1. Associated with performance under this award; or**
- 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].**

2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable 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 an applicable 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 the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"**

as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

3. **Provisions applicable to any recipient-**
 - i. 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.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 1.2.1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. **Definitions.** For purposes of this award term:
 - i. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. 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.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity":
 - a. 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.
 - b. Includes:
 1. 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).
 2. A for-profit organization.
- 1.2.2. "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).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.



4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

Page 19 of 23



The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

②

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient shall include the following acknowledgment of EPA support in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based on work supported by the U.S. Environmental Protection Agency and the Chesapeake Bay Program's Innovative Nutrient and Sediment Reduction grants program, which support efforts with the Chesapeake Bay watershed to accelerate nutrient and sediment reductions with innovative, sustainable, and cost-effective approaches."

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

Tracking and Reporting Outcomes.

The NFWF Subrecipient shall track and report all applicable water quality improvement actions planned and implemented under this subaward using FieldDoc.org. Final data and information from FieldDoc.org, including estimated nutrient and sediment load reductions achieved under this subaward, must match applicable data and information reported by the NFWF Subrecipient through NFWF's Easygrants system.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR PROCUREMENT ACTIVITIES REQUIREMENTS, 40 CFR PART 33

The NFWF Subrecipient may be subject to all or part of the requirements of EPA's "Disadvantaged Business Enterprise (DBE) Program," which is located on the Internet at http://www.epa.gov/osbp/dbe_forms.htm. Regardless of any DBE Program exemption for which the NFWF Subrecipient may qualify, the NFWF Subrecipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies, and retain such records documenting compliance:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(w)

- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CYBERSECURITY TERM AND CONDITION

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b)(1) EPA must ensure that any connections between the NFWF Subrecipient's network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this Agreement and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The NFWF Subrecipient agrees that it will comply with the requirements in (b)(1) if the NFWF Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. NFWF is not required by the EPA to contact the EPA Project Officer on behalf of the NFWF's Subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the NFWF Subrecipient and EPA.

ENVIRONMENTAL ENGINEERING:

The NFWF Subrecipient shall incorporate good engineering principles/practices – a broad set of quality assurance, conservation and safety activities, as well as techniques and approaches that are commonly accepted throughout the engineering profession – into all engineering activities. Engineering work products produced under this Agreement shall bear the appropriate engineering stamp, seal, or other standardized approval.

QUALITY ASSURANCE STATEMENT: GIS ACTIVITIES:

The NFWF Subrecipient shall incorporate the practices and principles EPA's geographical information systems quality assurance. These quality assurance activities include the following requirements; to, "describe the methods of acquiring, assessing, managing, and processing data from existing sources" (EPA QA/G-5G, p. 22) and, to, "describe the quality assurance and quality control of the instruments, procedures, and methods used to create new geospatial data" (EPA QA/G-5G, p. 21). This includes the completion of FGDC metadata as a required component of all datasets. State and Federal agencies are considered trusted agencies when acquiring datasets, in compliance with EPA's geospatial guidance document. For additional information, please reference the full text of EPA's geographical information systems QA document (www.epa.gov/quality/qs-docs/g5g-final.pdf).



**SECTION 6 REPRESENTATION, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE
SPECIFIC**

②

This page left intentionally blank

Adrianne Hull

From: Lauren Robinson
Sent: Friday, March 6, 2020 12:35 PM
To: Karen Frostbutter; Adrianne Hull; Alan Girard; Tom Leigh; Erik Fisher; Alison Prost
Subject: FW: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Received the HWRT extension!

From: easygrants@nfwf.org <easygrants@nfwf.org>
Sent: Thursday, March 5, 2020 6:12 PM
To: Lauren Robinson <LaurenRobinson@cbf.org>
Cc: andrew.young@nfwf.org
Subject: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Dear Lauren Robinson:

Your request for an amendment to the grant agreement for the "Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)" project #0602.17.057428/ Easygrants #57428 has been approved.

The new Period of Performance is September 1, 2017 to December 31, 2020. Remaining reporting requirements are as follow:

Interim Programmatic Report: September 1st, 2020

Annual Financial Report: October 31st, 2020

Final Financial Report: February 28th, 2021

Final Programmatic Report: February 28th, 2021

Please contact your Grants Administrator at Andrew.young@nfwf.org with any questions.

Thank you,

National Fish and Wildlife Foundation