

PLANNING AND ECONOMIC DEV COMMITTEE

14-0188R

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE USDA, FOREST SERVICE, NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY RELATED TO DWP SITE RESTORATION IN THE AMOUNT OF \$400,000 AND THE EXECUTION OF THE AGREEMENT RELATED THERETO.

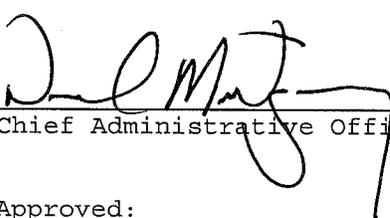
CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into a grant from the United States Department of Agriculture, Forest Service, Northeastern Area, State and Private Forestry, to fund invasive species removal, fill placement and plantings in the amount of \$400,000, payable into Fund No. 255-020-4209-02 (economic development fund, planning, direct federal grants, operating), and to execute domestic grant No. 14-DG-11420004-009 substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, in connection therewith.

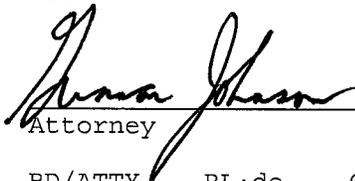
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

BD/ATTY RL:de 04/08/2014

STATEMENT OF PURPOSE: This resolution authorizes the Mayor to accept a \$400,000 grant from the U.S. Forest Service.

The U.S. Forest Service (USFS), through the Great Lakes Restoration Initiative (GLRI) called for applications in 2013 to fund projects that result in the reduction of toxic sediment flow into rivers and lakes. Based upon the knowledge of stream conditions on the property, City staff applied for, and the City was awarded, this grant. The grant will fund the removal of invasive species, the placement of fill material, and the planting of approximately 7,000 shrubs and trees, which will stabilize the stream banks.

This grant-funded work will also set the stage for potential environmental cleanup on the DWP property for its potential redevelopment. A parallel effort is underway to use City EPA grant funds to conduct supplemental environmental assessment on that site and to develop a Response Action Plan (RAP).

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 14-DG-11420004-009  
Between The  
CITY OF DULUTH, MINNESOTA  
And The  
USDA, FOREST SERVICE  
NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY**

Project Title: GLRI: Using Green Infrastructure on a Duluth, MN Brownfield Site to Reduce Toxics Load to the St. Louis River Area of Concern

Upon execution of this document, an award to City of Duluth, Minnesota, hereinafter referred to as "The Recipient," in the amount of \$400,000, is made under Cooperative Forestry Assistance Act of 1978, Title 16, Part 2105, Section 9, Public Law 95-313, 92 Stat. 365. The Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 17, 2014, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

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

**The CFDA number on the Application for Federal Assistance (SF-424) has been changed to reflect the Urban and Community Forestry Program (10.675).**

This is an award of Federal financial assistance and is subject to 7 CFR 3016 Uniform Administrative Requirements, 2 CFR 225 Cost Principles, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at <http://www.whitehouse.gov/omb/grants/default/>. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at (610) 557-4106.

**Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.**

The following administrative provisions apply to this award:



- A. **LEGAL AUTHORITY.** The Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Heidi Timm-Bijold Telephone: (218) 730-5324 Email: htimm@duluthmn.gov	Name: Heidi Timm-Bijold Telephone: (218) 730-5324 Email: htimm@duluthmn.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Jeremy Peichel Telephone: (651) 649-5221 Email: jpeichel@fs.fed.us	Name: Lori Gordon Telephone: (610) 557-4106 Email: lgordon@fs.fed.us

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The Recipient shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- D. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** See provision L in the attachment, 'U.S. Forest Service Award Provisions.'
- E. **PROGRAMMATIC CHANGES.** The Recipient shall obtain prior approval for any change to the scope or objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

- F. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- G. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through June 30, 2016 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- H. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award/agreement. In witness whereof the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_  
DON NESS, Mayor  
City of Duluth, Minnesota

\_\_\_\_\_  
Date

*Tony L. Ferguson*  
\_\_\_\_\_  
TONY L. FERGUSON, Area Director  
U.S. Forest Service, Northeastern Area, State &  
Private Forestry

*3/24/14*  
\_\_\_\_\_  
Date

The authority and format of this agreement have been reviewed and approved for signature

*Lori Gordon*  
\_\_\_\_\_  
LORI GORDON  
U.S. Forest Service Grants Management Specialist

*3/24/14*  
\_\_\_\_\_  
Date

## ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

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

To the U.S. Forest Service Program Manager, at the address specified in the grant.

To The Recipient, at the address shown in the grant/agreement or such other address designated within the grant/agreement.

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

- D. **SUBRECIPIENT NOTIFICATION** The Recipient shall notify Subrecipients under this award that they are subject to the terms and conditions herein, except with respect to The Recipient's OMB Uniform Administrative Requirements and Cost Principles. In the case of Subrecipient Uniform Administrative Requirements and Cost Principles, Subrecipients shall be notified that they are subject to the following:

SUBRECIPIENT TYPE	APPLICABLE ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES	
	Administrative Requirements	Cost Principles
Non-profits	2 CFR 215	2 CFR 230
Local and Tribal governments (when Recipient is a State)	State & Federal laws, regulations	2 CFR 225
Local and Tribal governments (when Recipient is a non-State)	7 CFR 3016	2 CFR 225
State agencies	State & Federal laws, regulations	2 CFR 225
Universities	2 CFR 215	2 CFR 220

Profit-makers	2 CFR 215	48 CFR 31.2
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- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Recipient to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by U.S. Forest Service **NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY** will notify The Recipient when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
    - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - (2) Procure a commercial sex act during the period of time that the award is in effect; or
      - (3) Use forced labor in the performance of the award or subawards under the award.
    - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
        - i. Associated with performance under this award; or
        - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization

that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

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

#### H. DRUG-FREE WORKPLACE.

1. The Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions The Recipient will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and

- (2) Shall notify The Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. The Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The Recipient learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, The Recipient must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. ELIGIBLE WORKERS. The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- J. HEALTH & HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM (HHS

PMS). The Recipient identified for use of this payment system shall designate a financial institution or an authorized payment agent through which a direct deposit may be made in accordance with current HHS PMS system requirements. The Albuquerque Service Center is responsible for soliciting initial enrollment in the HHS PMS. **Any questions concerning payments should be addressed to the Albuquerque Service Center at (877) 372-7248.** Please ask for the Grants and Agreements Payments section. Any subsequent changes to banking information are made by The Recipient through the HHS PMS. The HHS sub-account number(s) for this award is/are:

PROGRAM	HHS SUB-ACCOUNT	AMOUNT
Urban & Community Forestry	G42493330001	\$400,000

K. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).

L. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable.

M. AWARD CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to The Recipient must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR 3016.21/ 2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The Recipient.

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

N. PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of

the cost per unit of output, if applicable,

- Reason(s) for delay if established goals were not met.

- Additional pertinent information ,

The Recipient shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31.

The final performance report shall be submitted either with The Recipient's final payment request, or separately, but not later than 90 days from the expiration date of the grant.

- O. NOTIFICATION. The Recipient shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- P. CHANGES IN KEY POSITIONS AND PERSONNEL. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the Forest Service Program Manager. All technical positions are considered Key Personnel by the Forest Service. Failure on the part of The Recipient to obtain prior, written approval when required may result in the disallowance of costs.
- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

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

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

- S. PUBLIC NOTICES. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Recipient is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Urban and Community Forestry Program (Great Lakes Restoration Initiative) of the U.S. Forest Service, Department of Agriculture, Using Green Infrastructure on a Duluth, MN Brownfield Site to Reduce toxics Load to the St. Louis River Area of Concern."

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

- T. USE OF GOVERNMENT OWNED VEHICLE. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this award takes place, and the terms of this award.
- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Recipient shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award.
- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

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

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

*"This institution is an equal opportunity provider."*

W. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and The Recipient agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by The Recipient to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, The Recipient shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to The Recipient for the United States Federal share of the non-cancelable obligations properly incurred by The Recipient up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

X. DISPUTES.

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

Y. DEBARMENT AND SUSPENSION. The Recipient shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government

according to the terms of 2 CFR Part 180. Additionally, should The Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- Z. COPYRIGHTING. The Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

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

This provision includes:

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

AA. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. *Requirement for System for Award Management Registration (SAM – formerly Central Contractor Registration or CCR):*

The Recipient shall maintain the currency of information in the SAM until submission of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that a review and update of the information at least annually after the initial registration, and more frequently if required by changes in information or another award term.

2. *Requirement for Data Universal Numbering System (DUNS) Numbers:*

If authorized to make subawards under this award:

- a. The Recipient must notify potential Subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward unless the entity has provided its DUNS number to you.
- b. The Recipient may not make a subaward to an entity unless the entity has provided its DUNS number.

3. *Definitions:*

For purposes of this award term:

- a. *System for Award Management Registration (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a Recipient. Additional information about

registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

- b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

*4. Subaward:*

- a. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program covered by this award and that are subsequently awarded to an eligible Subrecipient.
- b. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that may be considered a contract.

*5. Subrecipient:*

- a. Receives a subaward under this award;
- b. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

AUTHORIZED REPRESENTITIVES

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation.

##### a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. Reporting Total Compensation of Recipient Executives.

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

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

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

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

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions.** For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. **Subaward:**

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170