

EXHIBIT 1

LICENSE AGREEMENT BETWEEN CITY OF DULUTH AND COMMUNITY ACTION DULUTH

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between COMMUNITY ACTION DULUTH, a Minnesota non-profit corporation ("CAD"), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City").

The parties acknowledge the following:

A. City owns numerous parcels of real property in the Lincoln Park neighborhood of Duluth. The portions of the City's property subject to this Agreement are depicted in green within the red outline area on the attached Exhibit A-1. A list of the tax parcel numbers assigned to the City-owned parcels of real property subject to this Agreement is attached as Exhibit A-2 (the "City Property").

B. CAD applied for and received a grant from the U.S. Department of Agriculture, Forest Service, Northeastern Area, State and Private Forestry (the "Grant"), a copy of which is attached as Exhibit B. The Grant will, among other things, fund the following main goals: (1) the planting of trees on the City Property in degraded riparian areas along Miller Creek to reduce run-off and support canopy coverage in the Lincoln Park neighborhood, (2) the delivery of community education to support planted trees and expand interest in replanting on private property and (3) the establishment of an approach to address Emerald Ash Borer ("EAB") that can be replicated on other Lake Superior north shore stream corridors (the "Project").

C. CAD, through its Stream Corps Program, has represented itself as fully capable of providing the services needed to complete the Project and as qualified and willing to perform the Project.

D. CAD and City desire to enter into this Agreement to allow CAD to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. THE LICENSE.

A. Subject to the terms and conditions set forth in this Agreement, City grants to CAD a non-exclusive license to enter and occupy the City Property for the purpose of completing the Project. The Project shall be completed by CAD at no out-of-pocket costs to City.

B. CAD acknowledges and understands that the City Property is public property, and the cooperation of all users and coordination of activities is required. This cooperation includes ingress and egress and use of amenities and related improvements. CAD agrees that the City's Property and Facilities Manager (the "Manager") shall ultimately determine the appropriate use of the City Property and shall decide any disputes between CAD and any other users of the City Property.

C. CAD's use of the City Property shall in no way limit or restrict City's or the public's use of the City Property. City shall continue to enjoy unlimited access to the City Property during the Term (defined below).

D. CAD shall be responsible for all of its employee compensation in connection with the Project, including but not limited to payroll and all other expenses. CAD's staff members shall be employees or agents solely of CAD and not employees or agents of the City.

E. CAD will work in coordination with City's Parks Department on the Project, with Jim Shoberg serving as the primary contact for City with respect to the Project (unless another individual is appointed by City).

II. TERM OF THE AGREEMENT.

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on or about July 1, 2018, and shall continue through October 31, 2019, unless earlier terminated (the "Term").

III. *Intentionally Omitted.*

IV. LIMITED USE.

CAD agrees that the City Property will only be used to work on the Project and for no other purpose. In relation to the Project, CAD shall perform the following work:

(A) In year one of the Term, purchase and plant 8,750 trees in the following quantities to reduce runoff and protect future canopy cover, averaging 350 trees per acre:

Silver Maple: 1,750
River Birch: 1,750
Red Maple: 1,750
Northern White Cedar: 1,750
Balsam Poplar: 1,750

(B) Monitor the tree mortality and purchase and plant up to 2,050 replacement trees in year two of the Term, averaging 60 trees per acre.

(C) In year three of the Term, inspect all planted trees and repair and/or replace any fallen protection.

Best practices shall be used to dispose of the byproducts of tree underplanting to reduce unnecessary waste on the City Property. Any activities not approved by the Manager may be grounds for termination of this Agreement.

V. ADDITIONAL AUTHORIZATION. CAD acknowledges that this Agreement only pertains to the City Property and agrees to obtain the proper permissions from other property owners, if necessary.

VI. TERMINATION.

(A) City may terminate this Agreement with or without cause by providing at least fourteen (14) calendar days' written notice to CAD.

(B) City may terminate this Agreement immediately on notice to CAD if City believes in good faith that the health, welfare, or safety of occupants or neighbors of the City Property would be placed in immediate jeopardy by the continuation of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES.

(A) City makes no representation that the City Property is suitable for any particular purpose or specific uses and CAD accepts the City Property in "as is" condition without representations or warranties of any kind.

(B) CAD represents and warrants that it shall perform its duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.

(C) CAD represents and warrants that CAD and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

VIII. MAINTENANCE AND RESTORATION.

(A) CAD agrees to exercise reasonable care in performance of the Project. Throughout the Term and immediately after completion of the Project, CAD will monitor the City Property to determine the effectiveness of the Project. Promptly following the completion of the Project, CAD will provide a report to the City regarding the conditions of the City Property and a summary of the Project effectiveness. The U.S. Department of Agriculture, Forest Service, shall monitor CAD's work at the completion of the Project as provided in the Grant.

(B) Prior to expiration of the Term, CAD shall restore the City Property to the equivalent of its original condition at the time of execution of this Agreement or better, or,

upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the City Property by CAD, its employees, servants, agents, contractors, invitees, and licensees.

(C) CAD shall not make any alterations or improvements to the City Property that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. CAD agrees to pay to City upon demand the reasonable costs incurred by City to repair any damage done to the City Property by CAD, its employees, servants, agents, contractors, invitees, and licensees during the Term.

IX. HOLD HARMLESS.

To the extent allowed by law, CAD shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from: (a) CAD's breach of this Agreement; (b) CAD's negligence or misconduct or that of its agents or contractors in completing any portion of the Project; (c) any claims arising in connection with CAD's employees or contractors; or (d) the use of any materials supplied by CAD to City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

X. INSURANCE.

(A) During the Term, CAD shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) aggregate per occurrence for personal bodily injury and death. City shall be named as an additional insured therein. CAD's insurance policies shall cover:

1. Public Liability, including premises and operations coverage.
2. Independent contractors - protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

(B) CAD shall provide to City a Certificate of Insurance in form acceptable to the Duluth City Attorney's Office evidencing such insurance coverages. City does not represent or guarantee that these types or limits of coverage are adequate to protect CAD's interests and liabilities. The form of the Certificate of Insurance shall (i) contain an unconditional requirement that the insurer notify City not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate; and (ii) provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against City. The use of an "Accord" form as a Certificate of Insurance shall be accompanied by two forms - 1) ISO

Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as required by the Duluth City Attorney's Office.

(C) During the Term, CAD shall also have workers' compensation insurance in accordance with applicable law.

XI. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting CAD or CAD personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. CAD and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CAD's employees or agents while so engaged, shall in no way be the responsibility of City.

XII. ASSIGNMENT.

CAD shall not in any way assign or transfer its rights or interests under this Agreement. However, CAD may hire subcontractors to work on the Project. Any subcontractor hired by CAD shall procure the required insurance coverages as described in Section X. above and provide proof of coverage to City prior to conducting any work on the City Property. CAD shall remain primarily responsible for all work performed by any subcontractor.

XIII. LAWS, RULES AND REGULATIONS.

(A) CAD agrees to conduct its activities related to the City Property in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. CAD shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

(B) CAD agrees to procure, at CAD's expense, all licenses, permits, approvals and permissions necessary for carrying out its obligations under this Agreement and completing the Project.

(C) CAD shall ensure that its staff members complete the Project in a professional and diligent manner and shall use its best efforts to complete the Project in accordance with Project timelines and schedules.

(D) CAD shall comply with all terms and conditions of the Grant.

XIV. RECORDS RETENTION.

CAD agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

XV. GOVERNMENT DATA PRACTICES.

All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. CAD shall comply with Minn. Stat. § 13.05, Subd. 11. CAD agrees to hold City, its officers, and employees harmless from any claims resulting from CAD's failure to comply with this law.

XVI. WAIVER.

The waiver by City or CAD of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.

XVII. SEVERABILITY.

CAD and City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

XVIII. NO THIRD PARTY RIGHTS.

This Agreement is to be construed and understood solely as an agreement between CAD and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

XIX. NOTICES.

Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Community Action Duluth
Attn: Ms. Angie Miller
2424 W. 5th St., Suite 102
Duluth, Minnesota 55806

City of Duluth
Attn: City Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

XX. INCIDENT REPORT.

CAD shall promptly notify City in writing of any incident of injury or loss or damage to the City Property or any staff members or invitees occurring on the City Property during the Term. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster and sent to the Manager. A copy of City's form of Incident Report is attached hereto as Exhibit C.

XXI. COMPLIANCE WITH AGREEMENT.

The rights of CAD to use the City Property are subject to CAD's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

XXII. APPLICABLE LAW.

This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

XXIII. AMENDMENTS.

All amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

XXIV. AUTHORITY TO EXECUTE AGREEMENT.

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

XXV. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

XXVI. ENTIRE AGREEMENT.

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof.

The exhibits to this Agreement include the following:

- Exhibit A-1: Map of the Lincoln Park Property
- Exhibit A-2: Tax Parcels of the Lincoln Park Property
- Exhibit B: Grant Agreement between CAD and U.S. Department of Agriculture, Forest Service
- Exhibit C: Incident Report

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF DULUTH, MINNESOTA

COMMUNITY ACTION DULUTH

By: _____
Mayor

By:  _____

ATTEST:

City Clerk

Its: _____
Title: Exec. Dir.

Dated: _____

Dated: 6-28-18

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A-2

LINCOLN PARK PROPERTY TAX PARCEL LIST

PARCEL

010-2110-03330
010-2110-03340
010-2110-05010
010-2110-07040
010-4050-00870
010-4050-01320
010-4050-01750
010-4050-02200
010-4050-02520
010-4050-02740
010-4050-02840
010-4050-03310
010-4050-03450
010-4050-03500
010-1180-01860
010-1180-01940
010-1180-02040
010-1180-02000
010-1180-03420
010-1220-01770
010-1220-02030
010-4050-02040
010-4050-00660
010-1220-06290

**FEDERAL FINANCIAL ASSISTANCE
 AWARD OF DOMESTIC GRANT 18-DG-11420004-018
 Between
 COMMUNITY ACTION DULUTH
 And The
 USDA, FOREST SERVICE
 NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY**

Project Title: Great Lakes Restoration Initiative: Environmental Justice Approach to Emerald Ash Borer Mitigation in the Miller Creek Watershed

Upon execution of this document, an award to Community Action Duluth, hereinafter referred to as "The Recipient," in the amount of **\$100,000**, is made under the authority of Cooperative Forestry Assistance Act of 1978, Title 16, Part 2105, Section 9, Public Law 95-313, 92 Stat. 365. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10.675 (Urban and Community Forestry). Community Action Duluth accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated April 13, 2017, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 50/50; however, a waiver has been granted for this project. Your organization has agreed to meet a cost share of \$14,214, as reflected in your application, financial plan and narrative.

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

Any project completed in the field will require signage to state that funds were received from the 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.

All required reports and official correspondence must be sent to nagrants@fs.fed.us for internal recordkeeping and processing. The Federal Financial Report (SF-425) must be submitted annually for the period ending December 31 and is due no later than 90 days after that date, which would be March 31. The Program Performance Report must be submitted semi-annually for the periods ending June 30 and December 31. These reports are due no later than 30 days after these dates, which would be July 31 and January 31, respectively.

Urban & Community Forestry	\$100,000
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This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be



found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at (610) 557-4106.

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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Angie Miller Telephone: (218) 726-1665 Email: angie@communityactionduluth.org	Name: Angie Miller Telephone: (218) 726-1665 Email: angie@communityactionduluth.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
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 award term(s). For purposes of this award, 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.

- D. 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. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

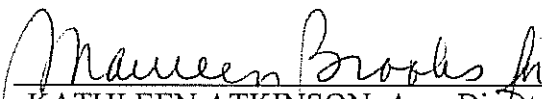
The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): asc_ga@fs.fed.us	jpeichel@fs.fed.us
FAX: 877-687-4894	
POSTAL: Albuquerque Service Center	
Payments – Grants & Agreements	
101B Sun Ave NE	
Albuquerque, NM 87109	

- E. ELECTION OF DE MINIMIS INDIRECT RATE. The recipient has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as The recipient chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. The recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award 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

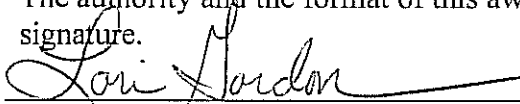
to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.
The start date of this award is 10/02/2017, pre-award costs are authorized pursuant to 2 CFR 200.458.
The end date, or expiration date is **09/30/2019**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. 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. In witness whereof the parties hereto have executed this award as of the last date written below.

ANGIE MILLER, Executive Director Community Action Duluth	Date
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 KATHLEEN ATKINSON, Area Director U. S. Forest Service, Northeastern Area, State & Private Forestry	1/23/2018 Date
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The authority and the format of this award have been reviewed and approved for signature.

 LORI GORDON Forest Service Grants Management Specialist	1/23/18 Date
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ATTACHMENT A: 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 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 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 Forest Service Program Manager, at the address specified in the award.

To The Recipient, at the address shown in the award or such other address designated within the award.

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

- D. SUBAWARDS. The recipient shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for The recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager 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 award, 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. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. 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.
- K. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard 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.
- L. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

The recipient shall submit semi-annual performance reports. These reports are due 30 days after the reporting period. 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 award.

- Additional pertinent information: **Please submit reports to nagrants@fs.fed.us.**

- M. NOTIFICATION. The recipient shall immediately notify the 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.
- N. 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 315(e).

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).

- O. 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.
- P. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

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.

- Q. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- R. COPYRIGHTING. The recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. 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 Forest Service shall be copyrighted. The 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-awards 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.

- S. 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.”

- T. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the 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.

- U. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- V. 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 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.

W. DEBARMENT AND SUSPENSION. The recipient shall immediately inform the 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 Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

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

EXHIBIT C

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
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Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

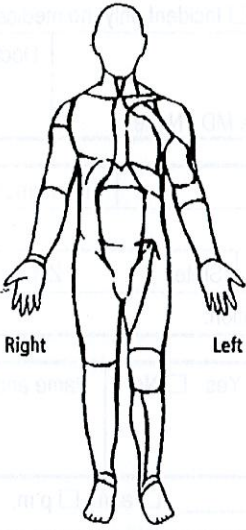
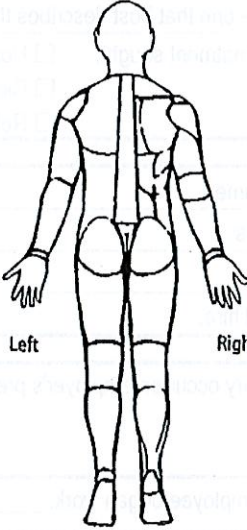
Names and phone numbers of witnesses:

Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</p> <p>Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>			
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City vehicle, property, or equipment involved	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____