

EXHIBIT 1

WESTERN WATERFRONT TRAIL TREE PLANTING SERVICES AND LICENSE AGREEMENT BETWEEN CITY OF DULUTH AND COMMUNITY ACTION DULUTH

THIS TREE PLANTING SERVICES AND 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 near the St. Louis River Estuary that are used for a multi-purpose recreational trail known as the Western Waterfront Trail (the "WWFT"). The portion of the WWFT and surrounding property subject to this Agreement is depicted as Area 1, Area 2, and Area 3 on the attached Exhibit A and a list of the tax parcel numbers assigned to the city-owned parcels of real property involved in this Agreement is attached as Exhibit B (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, related to restoration of native and pollinator friendly tree species and reduction in runoff near shore sites on the St. Louis River Estuary (the "Grant"), a copy of which is attached as Exhibit C. The Grant will, among other things, fund the purchasing and planting of trees on the City Property (the "Project").

C. CAD, through its Stream Corps Program, has represented itself as fully capable of providing the tree planting services 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 herein, 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 cost to City.

B. CAD acknowledges and understands that the City Property is a public trail, 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 under the direction of and in coordination with the 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 June 1, 2017, and shall continue through November 30, 2018, 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. The services to be provided by CAD are described as follows:

(i) Purchase 12,668 trees with a variety of species to include elm, yellow birch, basswood, and red maple. Additional trees species, including white pine, white cedar, red oak, tamarack, balsam fir, black and white spruce, and white willow, may also be used.

(ii) Plant 12,668 trees on the City Property, with an estimated survival rate of 85%, for an estimated 10,767 alive as of the end of the Term.

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. CAD will inspect the City Property after completion of the Project in spring 2019, but is not obligated to finance or undertake further work or improvements should they be needed. Promptly following the inspection, CAD will provide a report to City regarding any adverse conditions discovered on the City Property or relating to the Project. 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 CAD's: (a) breach of this Agreement; (b) its 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 coverage. City does not represent or guarantee that these types of 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. It is agreed that 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 proper 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 and permits 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 License 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 D.

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	Depiction of City Property
Exhibit B	Tax Parcels for City Property
Exhibit C	Grant
Exhibit D	Form of Incident Report

IN WITNESS WHEREOF, the parties have set their hands the day and date as indicated below.

CITY OF DULUTH, MINNESOTA

COMMUNITY ACTION DULUTH

By: _____
Mayor

By: Ange Miller

Its: Executive Director

ATTEST:

Title: _____

City Clerk

Dated: 6/2/17

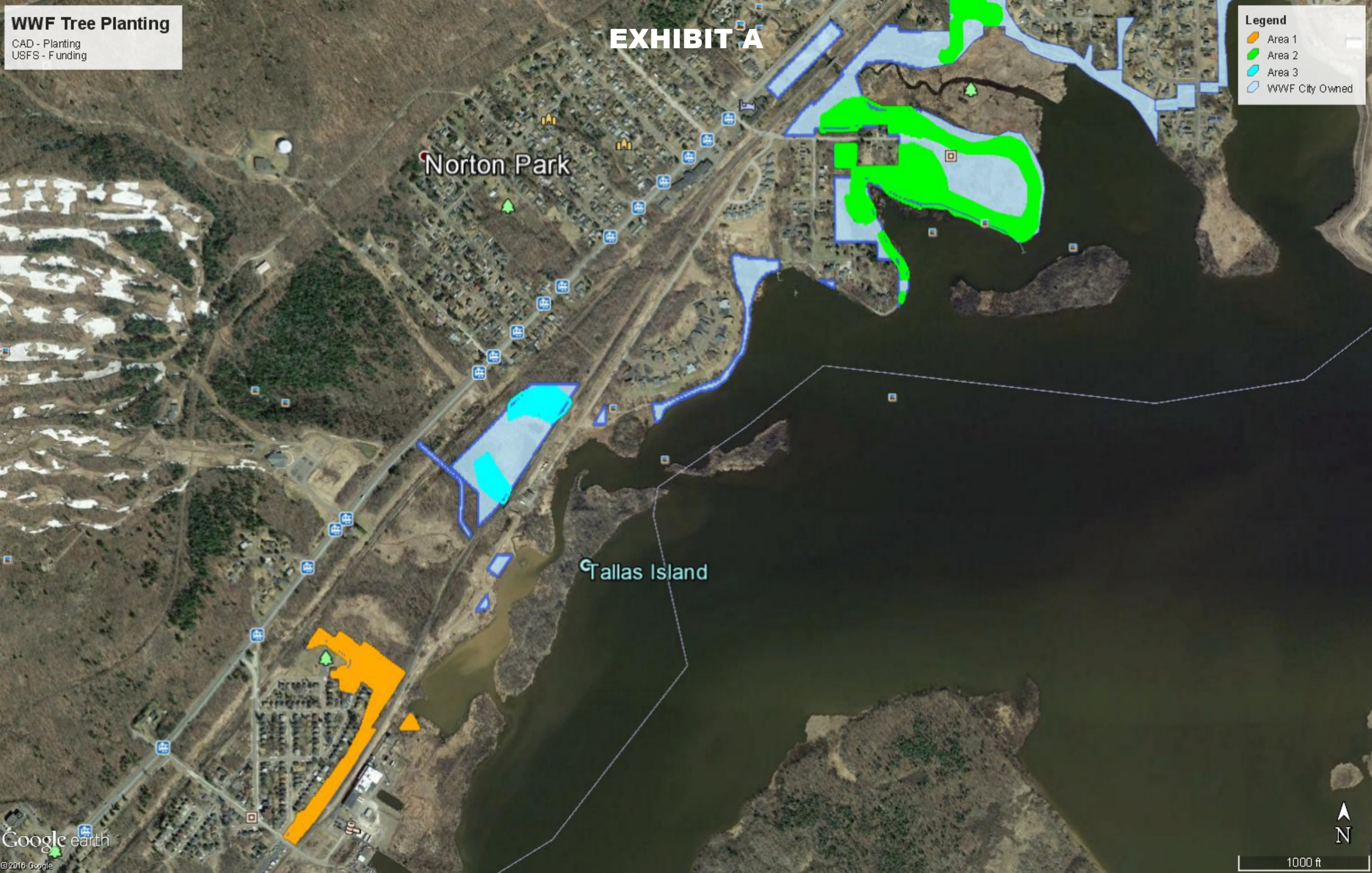
Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney



WWF Tree Planting
CAD - Planting
USFS - Funding

EXHIBIT A

Legend

- Area 1
- Area 2
- Area 3
- WWF City Owned

Norton Park

Tallas Island

EXHIBIT B
CITY-OWNED PARCELS

Area 1

1. 010-3970-02091
2. 010-3970-02090
3. 010-3970-02100
4. 010-3970-02110
5. 010-2520-12670
6. 010-2520-12510
7. 010-3970-01700
8. 010-2520-11930
9. 010-2520-11770

Area 2

1. 010-2420-08750
2. 010-2420-08110
3. 010-2420-08310
4. 010-2420-07740
5. 010-2420-06620
6. 010-2420-06780
7. 010-2420-06710
8. 010-2420-06530
9. 010-2420-06540
10. 010-2420-06570
11. 010-2420-06580
12. 010-2420-06590
13. 010-2420-06130
14. 010-2420-05970
15. 010-2420-08770
16. 010-2400-04720
17. 010-2420-09330
18. 010-2400-04290
19. 010-2420-05960
20. 010-2420-05810
21. 010-2420-05490
22. 010-2420-05210
23. 010-2420-05090
24. 010-2420-05370
25. 010-2420-04900
26. 010-2420-04890
27. 010-2420-04770
28. 010-2420-04950

29.010-2420-04970
30.010-2420-03890
31.010-2400-02960
32.010-1783-00260

Area 3

1. 010-2746-00245

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 17-DG-11420004-021
Between
COMMUNITY ACTION DULUTH
And The
USDA, FOREST SERVICE
NORTHEASTERN AREA, STATE AND PRIVATE FORESTRY**

Project Title: GLRI: Stream Corps Restoration in the Lake Superior Watershed

Upon execution of this document, an award to Community Action Duluth, hereinafter referred to as "The Recipient," in the amount of \$194,825, 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 June 21, 2016, 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 \$20,040, as reflected in your application, financial plan and narrative.

The CFDA number on the 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.

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.
- E. **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	G42793486001	\$194,825

- F. **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.
- G. **PRIOR WRITTEN APPROVAL.** The Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. **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.
- I. **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 10/03/2016, pre-award costs are authorized pursuant to 2 CFR 200.458.
The end date, or expiration date is 09/28/2018. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- J. **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.

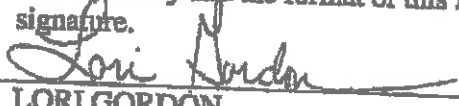

ANGELA MILLER, Executive Director
Community Action Duluth

1/18/17
Date


JAMES S. BARRESI, Acting Area Director
U. S. Forest Service, Northeastern Area, State &
Private Forestry

1/18/17
Date

The authority and the format of this award have been reviewed and approved for signature.


LORI GORDON
Forest Service Grants Management Specialist

1/18/17
Date

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/excomp.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/excomp.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

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with Civil Rights laws. The USDA will receive, investigate, and adjudicate claims alleging violation of Civil Rights laws by recipients of USDA assistance.

What Federal Civil Rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 U.S.C. 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin (Including LEP)
(20 U.S.C. 1681-1686)	Title IX of the Education Amendments of 1972	Sex (In educational programs and activities)
(42 U.S.C. 6101 et seq)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service



66 Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination. 99

— President John F. Kennedy, in his 1963 message calling for the enactment of Title VI of the Civil Rights Act

USDA is an equal opportunity provider, employer, and lender.

Who is required to comply with Federal Civil Rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal Civil Rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan / temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

Recipients include:

- Any individual receiving Federal funding or assistance
- A State or local government

- American Indian or Alaska Native individual, tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal Civil Rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with Civil Rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the "And Justice for All" U.S. Department of Agriculture poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project, a statement of affiliation with the Forest Service, e.g., "This publication made possible through a grant from the USDA Forest Service." OR "This research was conducted in cooperation with the USDA Forest Service." OR "This research was funded by a grant from the USDA Forest Service."
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with Limited English Proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with Civil Rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their Civil Rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

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

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

Project Narrative Supplement Form**Short Title:** Stream Corps Restoration in the Lake Superior Watershed.**Program Area:** Identify the GLRI Program Area your proposal addresses (choose one).
Reduce Runoff from Degraded Sites through Green Infrastructure**Project Duration:** 10/2016-9/2018**Project Overview:** Provide a short summary of the project that includes the scope, location, expected accomplishments, and water quality benefits.

Stream Corps Restoration in the Lake Superior Watershed utilizes under and unemployed urban residents to carry out restoration projects in the St. Louis River estuary and Lake Superior watershed. City of Duluth and the Minnesota Land Trust will work cooperatively with Community Action Duluth's Stream Corps to restore native and pollinator friendly species and reduce runoff from near shore sites on the St. Louis River estuary. The St. Louis River forms the world's largest freshwater estuary as well as the Great Lakes' largest international port where it flows into Lake Superior. Much of Duluth's industrial past was located in the Corridor and was associated with Great Lakes shipping, rail transport, and steel and associated manufacturing. The Corridor includes undeveloped land interspersed with parks, public access points, residential neighborhoods, businesses, industrial land, and brownfield properties as well as seven designated trout streams that empty into the St. Louis River. This project leverages state and local funding to expand habitat restoration along the St. Louis River corridor.

The St. Louis River and the western tip of Lake Superior are a designated Great Lakes AOC and home to two of the State's largest Federal Superfund Sites (US Steel and the Interlake/Duluth Tar Sites), totaling 850 acres, which are moving toward the reuse phase. Nine "Beneficial Use Impairments" (BUIs) have been identified for the St. Louis River AOC, the majority of which are directly tied to water quality. The BUIs include: BUI 1: Fish and wildlife consumption restrictions; BUI 2: degradation of fish and wildlife population; BUI 3: fish tumors and other deformities; BUI 4: degradation of benthos; BUI 5 restriction on dredging activities; BUI 6: excessive loading of sediments and nutrients; BUI 7: beach closings and body contact restrictions; BUI 8: degradation of aesthetics; and BUI 9: loss of fish and wildlife habitat. BUI 8 was removed in 2014 and the area is on target to delist in 2025.

Unlike many of the other 41 AOCs, portions of the St. Louis River are also considered high quality habitat for plants and animals. The estuary is home to a diverse resident bird population and is a critical migratory stopover location; it also provides prime breeding habitat for wildlife and fish, including threatened, endangered and game species. The estuary contains approximately 12 miles of lake, estuary and river shoreline and 28 freshwater streams that flow into the estuary. This project will protect and restore the native plant diversity and habitat structure on up to xx acres along a seven mile reach from Chamber Grove to Kingsbury Creek

Priority Landscape: Provide information on the site location and its connection to a target water body, identifying local watershed plans and links to the State Forest Action Plan, Great Lakes

Action Plan, Lakewide Action and Management Plan, or Remedial Action Plans. Attach a site map using the mapping tool provided.

Connection to protection and restoration of the Great Lakes

Minnesota State Forest Action Plan provides a broad general overview of the main trends, conditions, and issues affecting Minnesota's forests and correlating response strategies that might be employed. Several strategies address urban areas: Duluth is the largest non-industrial private landholder on the St. Louis River estuary. Strategies address the maintenance of forest ecosystem health and vitality; conservation and maintenance of soil and water; balancing recreation and public access; management of invasives species and habitat loss; and protection and restoration of water quality and quantity. Minnesota has long worked with forestry and watershed partners in neighboring states and internationally with Canada. Key existing partnerships include the Upper Mississippi Forest Partnership, Invasive Species management and monitoring including gypsy moth, EAB and European buckthorn, the Great Lakes Regional Collaborative, the Great Lakes Forest Alliance, and the Great Lakes Forest Fire Compact.

GLRI Action Plan II summarizes the actions that federal agencies plan to implement during FY15-19. Action Plan II outlines the next phase of work on Great Lakes environmental problems and associated human health issues, many of which will take decades to resolve. Nine Beneficial Use Impairments (BUI) were identified when the St. Louis River was designated as an Area of Concern (AOC): Fish consumption, degraded fish & wildlife populations, fish tumors & other deformities, benthos degradation, dredging restrictions, excessive loading of sediment and nutrients, body contact restrictions, aesthetic degradation, and loss of fish & wildlife habitat. While, aesthetic degradation was removed last year, much remains to be done. The undeveloped, riparian lands within the City of Duluth are critical to GLRI plans goals to maintain and improve the area's fish and wildlife populations and delist the AOC.

GLRI Action Plan II lays out the necessary next steps. Actions will build on restoration and protection work carried out under the first GLRI Action Plan, with a major focus on:

- Cleaning up Great Lakes Areas of Concern
- Preventing and controlling invasive species
- Reducing nutrient runoff that contributes to harmful/nuisance algal blooms
- Restoring habitat to protect native species

Invasive species are a problem throughout the corridor and watershed. The area is heavily impacted by prior urban uses that laid the groundwork for the spread of invasives. Assessments reveal terrestrial invaders: buckthorn, garlic mustard, honeysuckle, Japanese knotweed, and tansy. The DNR has been controlling for purple loosestrife in the estuary for years and *phragmites australis* has recently been identified. This is significant, as a map of its distribution published in 2012 showed no infestations in Lake Superior.ⁱ The impact of aggressive invaders on native plant and wildlife populations has been widely documented.

LAMP: Lake Superior Lakewide Management Plan/Binational Plan and

RAP: St. Louis River AOC Implementation Framework: Roadmap to Delisting. Remedial Action Plan Update.

These applicable plans contribute to national, regional, state, and local efforts to restore and protect the St. Louis Estuary and Lake Superior as well as delist the AOC. Thus far these efforts have led to one BUI delisting: aesthetic value. Invasive species removal and habitat restoration had significant impacts on the delisting. Control of terrestrial invasive exotic species improves the health of the riparian zone and protects and improves the freshwater environment. A riparian project done correctly provides years of enjoyment and benefits: increased biodiversity of flora & fauna; habitat enhancement for birds, insects and fish; buffer zones to protect water quality; erosion control; reduction of exotics within the riparian zone; and aesthetic improvement of the river bank.

NOAA Habitat Blueprint: The Habitat Blueprint provides a forward looking framework for NOAA to think and act strategically across programs and with partner organizations to address the growing challenge of coastal and marine habitat loss and degradation.

State Great Lakes plan: Lower St. Louis River Habitat Plan: Restoration of riparian areas along the lower St. Louis River is consistent with the objectives of the St. Louis River Habitat Plan; a supplement to the Lower St. Louis River Estuary Area of Concern Remedial Action Plan. Restoration will support remediation and restoration projects done to remove beneficial use impairments (BUI) and delist the AOC by improving forest condition and reducing negative water quality attributes associated with urban runoff.

Immediacy and timeliness

Projects to remediate and restore aquatic habitats at specific sites within the St. Louis River Estuary are underway via the Minnesota Department of Natural Resources, Minnesota Pollution Control Agency and the Fond du Lac Band of Lake Superior Chippewa. Other projects (AOC Remediation, Superfund, brownfield redevelopment, wild rice restoration) are underway and will occur over the next 2-3 years. This project expands existing City of Duluth restoration efforts along the St. Louis River corridor including a GLRI grant for green infrastructure, a Forest Service grant to control invasives and two Minnesota grants to restore habitat. The Minnesota grants funded invasives species removal in the target area in 2015, concluding this summer. Area will be ready for replanting in Fall. Leveraging funds and collaboration will ensure restoration projects are implemented most efficiently, do not work at cross purposes, and attain the broadest possible outputs and outcomes including protection, enhancement and restoration.

Scope of Work:

Area 1: 6.31 Acres – Riverside Community Restoration

Located at the bottom of the Riverside community, which itself is located near the shore of the St. Louis River at the bottom of a 700 foot hill, this strip of land is crucial for filtration from the Riverside community. This area is directly along the trail and near the marina, giving it a unique sight to the public eye.

1925 trees will be planted and will include Northern Red Oak, Eastern White Cedar, American Elm, and White Pine. All size 4a to MP 45 or size 10, depending on availability and cost.

Timeline: Planting begins the first week of September and is expected to take 4 weeks. Year 2 replacement follows the same timeline.

Area 2: 25.2 Acres – Understory Planting

This shoreline environment was decimated by Eurasian Honeysuckle and Common Buckthorn that surrounds a City of Duluth Campground on a peninsula in the St Louis Estuary. The invasives will be cleared in 2016 leaving the shore at risk for erosion. CA Duluth will plant a mixture of Basswood and Red Maple among the southern facing shores. Balsam fir, box elder, and white spruce will be planted along the northern and upland sites.

8,280 basswood, red maple, balsam fir, box elder, and white spruce will be Styro 4a or Styro 6 dependent upon availability and cost.

Timeline: Late July or early August and running until the end of the season in late September or early October. Should time run out during the first season, planting will begin again near the beginning of June.

Year 2 replacement follows the same timeline.

Area 3: 2.7 Acres – Understory Planting

This low area surrounds a marsh flats filled with reed canary grass with glossy buckthorn throughout the uplands. Canary grass and buckthorn will be removed in 2016. Black willow and Tamarack will be planted along the leading edge with Black Spruce and Yellow Birch planted slightly inland.

810 black willow, tamarack, black spruce and yellow birch will be Styro 4a or Styro 6 trees dependent upon availability and cost.

Timeline: Planting will begin mid-to-late July and take about one week to complete

Year 2 replacement follows the same timeline.

Tree replacement

CA Duluth estimates a mortality rate of 15 - 20% that will be replaced in Year 2. Replacement follows the planting timelines illustrated above.

Outcomes/Outputs

Objective: Reduce untreated runoff along the St. Louis River waterfront especially in those areas cleared of invasive species.

Output: 8,280 trees planted on 37.4 acres.

Measure of Progress:

Projected volume (in gallons) of untreated urban runoff avoided: 278,362 gallons.

Partners:

CA Duluth, City of Duluth, and MN Land Trust will coordinate restoration activities with natural resource management agencies and organizations including St. Louis River Alliance and Hartley Nature Center (outreach & education, coordination with similar projects), MN DNR/MPCA AOC RAP projects (Knowlton Creek, Kingsbury Bay, Tallus Island), MN DOT, DNR Aquatic

Management Area/Invasive species program (technical expertise coordination with similar projects), and Western Lake Superior Sanitary District, Fond du Lac Band, and 1854 Treat Authority (coordination with similar projects). These partners provide advice and expertise that guides all development and restoration actions. Any sub-award activities will be ensured with Memorandum of Understanding or contracts appropriately posted and procured. The partners in this project are part of a regional team that has collaborated for years on the restoration and protection of Lake Superior and the resulting in the removal of the aesthetic BUI. The Minnesota Land Trust is a key partner, assisting Duluth evaluate, plan, implement, and oversee protection and restoration projects. The Land Trust is a statewide non-profit conservation organization working to protect and restore Minnesota's natural heritage since 1991.

Timeline: Please see timeline in Scope of Work. Northern Minnesota has a short season for planting and tree care. Soils can retain frost into June. Depending on temperature and snow cover, planting and care can end as early as late October or early November.

Qualifications:

CA Duluth Project Director: Brandon Van Tassel
City of Duluth Landscape Architect: James Shoberg
City of Duluth Parks Liaison: Andrew Slade
Resumes attached.

Budget Justification:

Attached

ⁱ 2012, 12/17. Michigan Tech Research Institute. Density of invasive red, *Phragmites australis*, mapped in Great Lakes. Science Daily.
[http://www.sciencedaily.com/releases/2012/12/121217162541.htm?utm_source=feedburner&utm_medium=feed&utm_campaign=Feed%3A+sciencedaily/plants_animals/invasive_species+\(ScienceDaily%3A+Plants+&+Animals+News+--+Invasive+Species\)](http://www.sciencedaily.com/releases/2012/12/121217162541.htm?utm_source=feedburner&utm_medium=feed&utm_campaign=Feed%3A+sciencedaily/plants_animals/invasive_species+(ScienceDaily%3A+Plants+&+Animals+News+--+Invasive+Species))

