



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH City of Camas

Agreement No. IAA 16-338

Funds Source: 2014-DG-11062765-706

This Agreement is between the City of Camas, referred to as "Contractor" and the Washington State Department of Natural Resources, Urban and Community Forestry, referred to as "DNR."

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Camas enter into this Agreement under Chapter 39.34, RCW Interlocal Cooperation Act.

The purpose of this Agreement is to evaluate city tree preservation regulations and create a comprehensive tree ordinance.

IT IS MUTUALLY AGREED THAT:

- 1.01 Statement of Work.** The City of Camas shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A-Scope-of-Work.
- 1.02** The Contractor shall produce a mid-report by October 30, 2016, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.
- 2.01 Period of Performance.** The period of performance of this Agreement shall begin upon final execution by both parties, and end on May 31, 2017, unless terminated sooner as provided herein.
- 3.01 Payment.** Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B-Budget.

4.01 Billing Procedures The Contractor shall submit invoices quarterly. At a minimum, each invoice must include: Contractor's, name, address, phone number, primary contact name and e-mail, Federal Employment Identification Number (EIN) and DUNS number; detail of the expenses being billed including any required back-up documentation; agreement number; and any other information necessary to process for payment. Payment to the Contractor for approved and completed work will be made by warrant or account transfer within 30 days of receiving an acceptable invoice. When the Agreement expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. Contractor shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the Contractor in providing the services. These records shall be available for inspection, review, or audit by personnel of the Department of Natural Resources, other personnel authorized by the Department of Natural Resources, the Office of the State Auditor, and federal officials as authorized by law. The Contractor shall keep all books, records, documents, and other material relevant to this Agreement for six years after Agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Natural Resources. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, DNR shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a Dispute Board shall resolve the dispute as follows: Each party to this Agreement shall appoint a member to the Dispute Board. These board members shall jointly appoint an additional member to the Board. The Board shall evaluate the facts, Agreement terms, applicable statutes and rules, then determine a resolution. The Board's determination shall be final and binding on the parties. As an alternative to the Dispute Board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This Agreement is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Scope-of-Work; and
- (3) Any other provisions of the Agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

15.01 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

Before using any of said rights granted herein and at its own expense, the Contractor shall purchase and maintain, and require its contractors and subcontractors to purchase

and maintain, insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A- or better, that will protect it from bodily injury or property damage claims arising out of its operation under this Agreement.

1. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limits.
2. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
3. Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than \$1,000,000 per occurrence for all owned, non-owned, and hired automobiles.
4. Workers Compensation insurance for its employees that complies Title 51 RCW. Except as provided by law, the Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

All insurance should be purchased on an occurrence basis. The "State of Washington, Department of Natural Resources" shall be named as an additional insured via endorsement by the Contractor on all general liability, excess liability, and umbrella insurance policies required by this Agreement.

The Contractor shall provide State with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. The Contractor shall provide State with 30-days written notice of the cancellation or non-renewal of any insurance referred to herein.

If the Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that the Contractor's self-insurance meets all of the required insurance coverage required by this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the Contractor is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

All insurance or self-insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, State.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the Project Coordinator.

19.01 Project Coordinators.

(1) The Project Coordinator for the Agency is Sarah Fox, Telephone Number 360-817-7269, email sfox@cityofcamas.us.

(2) The Project Manager for DNR is Linden Lampman, Urban & Community Forestry program manager, Telephone Number 360-902-1703, email linden.lampman@dnr.wa.gov..

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Camas

Dated: _____, 2016

By: _____

Title: _____

Address: _____

Phone: _____

DUNS: _____

UBI: _____

EIN: _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 2016

By: Robert Johnson

Title: Division Manager

Address: 1111 Washington Street SE
MS 47037
Olympia, WA 98504-7037

ATTACHMENT A
Scope-of-Work

Section I — Proposal Summary

Please complete all fields. This section must not exceed one (1) page in length. The signature must be an original on a printed version of this application; scanned copies in .pdf format are acceptable for electronic submissions.

Project name (five words or less) Urban Tree Program

Location (City) Camas Tree City USA Y N

Name of Applicant (Organization) City of Camas

Daytime Phone # (360) 817-1568 Applicant's Federal I.D. Number 91-6001233

Address of Applicant 616 NE Fourth Ave.

City Camas State WA Zip 98607

Contact Person Sarah Fox Daytime Phone # (360) 817-7269

Fax # (360) 834-1535 E-mail Address sfox@cityofcamas.us

Brief Description of Project and Objective(s) (not to exceed 5 lines of text):

The project will evaluate tree preservation regulations that date back to 2004, and create a comprehensive tree ordinance based on current best practices. The project will create a tree committee comprised of city officials and members of the public. Secondary goals will be to qualify the city for status as a Tree City USA and to create a street tree manual.

Is this project currently funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was this project previously funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DNR funds requested	from budget work sheet	\$ <u>15,000</u>
Applicant share	from budget work sheet	\$ <u>29,540</u>
In-kind share	from budget work sheet	\$ <u>12,200</u>
Cash share	from budget work sheet	\$ <u>0</u>
Total amount of project	from budget work sheet	\$ <u>56,740</u>

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Phil Bourquin, Community Development Director 12/17/15
 Name and Title of Authorized Representative Date

 12-17-15
 Signature of Authorized Representative Date

Section II — Proposal Narrative

Applicants must retain all text provided in this section to outline their narrative. Applicants must address each item provided, in order, as outlined. This section must not exceed six (6) pages in length including all provided text.

1. Organizational Commitment

Tree City status: yes no

List the goals, purpose, mission statement or other guiding principles in your organization that support urban forest management:

The city is in the midst of updating their comprehensive plan, which must be adopted by June 2016. This process has included two phases, visioning and implementation. In 2014, the city adopted a new vision (Resolution No. 15-002 is attached). The vision states (in part), "Camas appreciates and remains good stewards of its natural environment. A vegetated corridor provides habitat and safe passage for wildlife from Green Mountain to the Columbia River. Lacamas Lake is treasured as a unique and pristine resource. City policies preserve trees and natural areas."

Currently, we are focused on developing draft policies and goals to compliment the vision. Both the vision and the proposed goals and policies support the need for a comprehensive urban forest plan and regulations. [continued]

2. Planning

Describe your project and clearly define the purpose and objective(s) for it:

Primary Objective: Urban Tree Ordinance

+The city has a patch work of provisions in the municipal code that are used to evaluate tree preservation, which is often confusing when applying the regulations. The initial stage of the project will be to identify all city regulations, rules, and operating procedures, in order to determine what amendments must be made to achieve the overall goal of a comprehensive tree ordinance.

+ A tree committee will be created and consist of city officials and citizens from a wide range of professional disciplines. The committee will collaborate on development of a comprehensive tree ordinance, and build support for the urban tree program.

Secondary Objective: Tree City USA

As the ordinance is developed, the project team will work toward meeting the standards for being accepted as a Tree City USA. If it is not achieved within the time-frame of this project, then the tree committee will provide recommendations for future efforts.

[continued]

Describe the timeline for the project citing key project benchmarks and estimated dates, including mid- and final reports to DNR (due on or before October 30th, 2016 and June 30th, 2017, respectively):

- + April - June 2016: Hire urban forestry consultant. Provide training to city officials and relevant staff on urban forestry best practices. Perform audit of code and internal operating procedures. Summarize findings and set a baseline for the project.
- + June - September 2016: Form a tree committee of city officials from all departments, industry professionals, and interested citizens. The committee will evaluate urban forestry best practices and Tree City USA requirements, in order to incorporate into draft.
- + September - November 2016: Committee will prepare a draft urban tree preservation ordinance, and recommend amendments to current municipal codes.
- + November - February 2017: Draft ordinance will be discussed and vetted before the city's decision makers at workshop sessions and at the city council planning forum in January. A street tree manual will be created to reflect urban forestry best practices. Prepare outreach materials to increase public awareness of tree care, and to invite them to public workshops.
- + March - May 2017: Conduct public hearings and begin adoption process. Submit application for Tree City USA.

3. Results (see Request for Proposal pages 8 & 9 for descriptions of results)

List project deliverables (products that will be produced as a result of the project):

- + Creation of a tree commission
- + Preparation of comprehensive urban tree ordinance and presentation to decision makers
- + Revise engineering design standards manual section for "Plant Materials for ROW" and create an Urban Street Tree manual
- + Prepare application to Tree City USA

List the expected outcomes for the project (qualitative indicators of project success):

The project will build capacity among city officials on issues of urban tree preservation and management. The project would also bolster the trust of citizens in their local government, as it would be consistent with the vision as stated, "City policies preserve trees and natural areas."

List project metrics (quantitative measures used to evaluate project success and may be estimates based on reasonable and explained assumptions):

- + Four (4) hours of staff and committee training in urban forestry best practices
- + Four hundred (400) hours of combined staff time to develop tree ordinance with committee and promote interdepartmental coordination
- + Four (4) hours of presentations and workshops before decision makers
- + Reduce budget (\$). Street tree manual will better inform decisions for right-of-way landscaping and lower costs for replacement trees

4. Impacts

To what degree does this project satisfy a local need?

Through the comprehensive plan update project, citizens have been very vocal about their desire for the city to do better to protect trees. In general, the existing regulations do not have clear standards for tree preservation, unless the tree or trees are within critical areas or shorelines. The city's regulation of street trees is minimal, and does not require replanting when an existing street tree is removed. Citizens are overwhelmingly asking for the city to address these gaps and develop a comprehensive tree management program. If the city achieves recognition as a Tree City USA, then it will also contribute to community pride.

Clearly identify anticipated benefits of the project. (To what degree will the value of expected results exceed initial project investments of time and money?)

A clear benefit of the project is the creation of a tree committee. The project will end upon adoption of an ordinance in 2017, but the committee will continue to benefit the community through their service and dedication to urban tree issues. The committee will be recognized as the authority on urban forestry issues, and be responsible for updates to the policies and regulations.

How will the project be sustained in the long-term?

The tree committee will continue to conduct meetings as necessary to resolve urban forestry issues, and to amend or update the tree ordinance. Through the development of this project the committee may decide to be more involved in aspects of tree maintenance/health, and ongoing community education.

5. Other

Please indicate any innovative methods, technologies, or techniques; partnerships or cooperative ventures; service to under-served populations; unique features or outstanding values of your project:

The selection of members for the tree committee will be essential to the success of the project and for long-term sustainability. The committee must include a balance of individuals with expertise in a variety of fields, but all will share a dedication to urban tree preservation. Unique from other committees, this group will undergo training in urban forestry practices in order to build a common understanding of the issues.

6. Supporting Information

Applicants may use this space for any purpose they choose: to reinforce key points of their proposals, make compelling statements about the nature of their proposal, or include other supporting details. This section is optional and will not be scored.

- Letters of commitment and support from project partners are included with this application. (please acknowledge by checking this box; letters are excluded from the total narrative page count)
- Successful grantees are required to distribute a formal press release, vetted by DNR staff, and with appropriate recognition given to DNR and the USDA Forest Service (please acknowledge by checking this box)

ATTACHMENT B
Budget

Section III — Proposal Budget

Applicant Name: City of Camas

Project Title: Urban Tree Program

ITEM	Grant Share	Applicant Share	In-Kind Share	Cash Donation	TOTAL
Staff:					0
Urban forestry consultant 120 hours at \$100/hour	12000				12000
Graphic designer 30 hours at \$80/hour	2400				2400
Planning Div. approx. 350 hours at \$80/hour		20000			20000
Engineering Div. approx. 60 hours at \$80/hour		4800			4800
City attorney approx. 10 hours at \$200/hour		2000			2000
Committee volunteers (5)- approx. 30 hours each			12000	Estimated hourly pay	12000
Deliverables:					0
Develop and print outreach	600				600
Street tree manual		500			500
IT support for website updates		1500			1500
Press releases		100			100
					0
Supplies and Misc.					0
Project management software \$20/month		240			240
Refreshments for volunteer committee		400	200		600
					0
					0
					0
					0
TOTAL	\$ 15000	\$ 29540	\$ 12200	\$ 0	\$ 56740

Community Forestry Assistance Grant requests must be a minimum of \$5,000 and may not exceed \$15,000. A 50% match is required.

[Continued]

Section II – Proposal Narrative

(1) Organizational Commitment

Staff has worked with citizen committees and the decision makers on the following proposed policies. These policies have been vetted and will be moving forward in the final draft plan for adoption.

[Draft Comprehensive Plan Goal and Policies for Landscape Enhancement and Tree Preservation]

Goal: To protect Camas' native landscape and mature tree cover.

Proposed Tree Preservation Policies:

- 1: Encourage the use of native plants in residential, commercial, and industrial landscapes, in order to increase the implementation of low-impact site design.
- 2: Prioritize a management to eradicate aggressive non-native vegetation species.
- 3: Conduct an analysis of the tree canopy citywide and create a plan to encourage retention of significant tree cover.
- 4: Develop a program to compensate for the loss of tree canopy coverage, when retention of mature trees within development sites is impractical.
- 5: Develop a program to provide community education regarding healthy tree management and support the management of urban forest areas.

The city is also updating their engineering Design Standards Manual to include a chapter for low-impact development standards (LID) and the chapter, which is entitled "Plant Materials for Rights-of-Way" (ROW). The updates include creating a standalone street tree manual that would be applicable citywide, not limited to ROWs. These working groups have indicated their dedication to collaboration and bringing forward the proposed updates in a coordinated manner.

(2) Planning

Secondary Objective: Street Tree Manual

As the tree committee gathers and develops a comprehensive urban tree plan, they will also gain a better understanding of tree selection and maintenance. The tree manual will provide best practices guidance to city operations and right-of-way design.

Camas Vision Statement

RESOLUTION NO. 15-002

The Camas 2035 Vision was developed to guide the goals and policies of the Camas Comprehensive Plan. The Vision is written in the present tense, as if we are describing Camas as it exists in 2035. Some aspects of the vision can be found in Camas today, while others represent aspirations for the future.

Introduction

In the year 2035, residents of Camas continue to appreciate their safe, diverse and welcoming community. Those that were raised in Camas will return for family wage jobs, and to ultimately retire here. Camas maintains its small town character while accommodating future residents. Camas is well known for its excellent schools, thriving businesses and ready access to metropolitan amenities and natural features. A vibrant downtown and community events bring neighbors together and are enjoyed by all.

Vital, Stable and Livable Neighborhoods

Camas is a well-planned and connected city where residents enjoy pedestrian and bicycle paths between neighborhoods and to downtown. Historic structures are maintained and rehabilitated to accommodate new homes and businesses. There is a wide variety and range of housing for all ages and income levels. Quality public facilities, services and utilities contribute to a high quality of life.

Diversified Economy

The economy has grown to attract a variety of businesses that offer stable employment opportunities and family wage jobs in the medical and high-tech fields. Camas is a gateway to nature and recreational opportunities, leading to a robust tourism industry. Professional office, medical and industrial uses will typify western Camas, with retail businesses supporting the large campus firms. The north shore area will fulfill the employment and retail needs of the growing population on the northeast side, and reduce trips outside of the city. Downtown Camas retains its historic atmosphere as a walkable, attractive place to shop, dine and gather. Housing within the city's core contributes to a town center that supports local businesses.

Public Services

Camas continues to have an excellent school system, an asset that draws families to the community. Students and their families enjoy the city's parks, trails, community centers and other recreational opportunities. The library continues its vital role as a place of learning. Residents value well-funded police, fire and emergency response services. Proficient government agencies maintain existing city assets and coordinate future development.

Natural Environment

Camas appreciates and remains good stewards of its natural environment. A vegetated corridor provides habitat and safe passage for wildlife from Green Mountain to the Columbia River. Lacamas Lake is treasured as a unique and pristine resource. City policies preserve trees and natural areas.

ATTACHMENT C MINIMUM FEDERAL PROVISIONS

The Washington State Department of Natural Resources (DNR), as a Contractor or Grantee with a federal entity, is entering into this Agreement with a sub-contractor or sub-recipient.

"Sub-contractor/Sub-recipient" is defined as an entity and/or individual, including all employees, who has entered into a contract or agreement with a Contractor/Grantee receiving federal funds for the purposes of this Agreement.

The information contained in this attachment is not intended to substitute federal guidance, or interpret federal law. It is intended to be used as a tool for the Sub-contractors/Sub-recipients. It is the Contractor's/Grantee's or Sub-contractor's/Sub-recipient's responsibility to ensure compliance with the most up-to-date applicable federal laws, rules and regulations in order to carry out the terms and conditions of this agreement

1. Cost Principles. By accepting Federal assistance, the Contractor/Grantee and/or Sub-contractors/Sub-recipients agrees to abide by the applicable Office of Management and Budget (OMB) Circulars including, but not limited to federal regulation 2 CFR Part 200 sections A-F as well as appendixes, revisions and additional sections as supplemented by the funding agency in the expenditure of federal funds and performance under this program.

2. Audit Requirements. Non-federal entities that expend \$750,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996. Recipients expending less than \$750,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies and/or DNR.

3. Executive Compensation. Contractors/Grantees as well as Sub-contractors/Sub-recipients must report the names and total compensation of each of the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's five most highly compensated executives for the Contractor/Grantee's and/or Sub-contractors/Sub-recipients preceding completed fiscal year if: In the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's fiscal year, the Contractor/Grantee and/or Sub-contractor/Sub-recipient received-

- i.) 80 percent or more of its annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); 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.

Refer to complete instructions for reporting, exemptions and definitions as contained in federal regulation 2 CFR 170

4. Trafficking in Persons. Contractor/Grantee and/or Sub-contractor/Sub-recipient are prohibited from trafficking in persons as detailed in federal regulation 2 CFR-Grants and Agreements.

5. Eligible Workers. Sub-contractor/Sub-recipient shall ensure that all employees complete federal form I-9 "Employment Eligibility Verification" to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-contractor/Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subsequent sub-award under this agreement.

6. DUNS and FAIN Requirements. Federal Award Identification Number (FAIN) must be included on any sub-award documents issued by Contractor/Grantee and/or Sub-contractor/Sub-recipient.

Sub-contractor/Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to DNR.

7. Debarment and Suspension. Sub-contractor/Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-contractor/Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government. Additionally, should Sub-contractor/Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Contractors/Grantees and/or Sub-contractors/Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Contractor/Grantee and/or Sub-contractor/Sub-recipient enters into a covered transaction with an entity at a lower tier, the Contractor/Grantee and/or Sub-contractor/Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the System for Awards Management (SAM) at <https://www.sam.gov>, collecting a certification from the entity or adding a clause or condition to the covered transaction.

8. Non-Discrimination. During the performance of activities under this Agreement, the Sub-contractor/Sub-recipient shall comply with all federal, state and local non-discrimination laws, regulation and policies. In the event of the Sub-contractor's/Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-contractor/Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture (USDA)/Department of Interior (DOI) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html> for more information.

9. Lobbying. Sub-contractor/Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-contractor/Sub-recipient shall complete

and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Contractor/Grantee and/or Sub-contractor/Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

10. Other Grant Specific Requirements. For further information related to federal requirements that may apply to Contractor/Grantee and applicable Sub-contractors/Sub-recipients under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>