Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 12, 2026

Ms. Sally Thigpen
Parks and Recreation Assistant Director
PO Box 1810
Wilmington, NC 28402

NOTIFICATION OF FUNDING OFFER

Dear Ms. Thigpen,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services (the "Department"), I am pleased to inform you that $1,475,982.20 for your project, ***Wilmington Street Tree Inventory, Canopy Assessment, Tree Maintenance and Planting Project*** was approved under the Federal Urban and Community Forestry Inflation Reduction Act.

Pursuant to the foregoing, this letter constitutes the Department's notification of a funding offer to you. Enclosed are two (2) original contract packets, including all specific forms and attachments (each, individually, a "Contract Packet" and, collectively, the "Contract Packets"). You must complete and return each Contract Packet to the Department at the address provided below. Prior to doing so, please ensure that each of the Contract Packets has been signed, dated, and **notarized**. By completing and returning both Contract Packets, you agree to the specific stipulations, the general terms and conditions, and all specific reporting requirements. Please return the two completed Contract Packets to:

Directly to Ag Building (UPS / FEDEX)	USPS Mail
Sarah Hollis Community Forestry Coordinator N.C. Forest Service – U&CF Program 512 N. Salisbury Street, 10th Floor Raleigh, North Carolina 27604	Sarah Hollis Community Forestry Coordinator N.C. Forest Service – U&CF Program 1616 Mail Service Center Raleigh, North Carolina 27699

All authorized representative signatures shall be in blue or black ink. Please use the *Contract Check Off List* to ensure all attachments are included and are in the correct order for each Contract Packet. Time is of the essence with respect to your acceptance of this offer. Your acceptance **must** be in writing and received by **June 22, 2026**. Strict compliance with this deadline is a material term of this offer and cannot be modified. Any attempted acceptance after the listed deadline shall be void, with no legal or binding effect.

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Employer

Once each Contract Packet has been fully executed by **all** required Parties (each fully executed Contract Packet, individually, a "Grant Contract" and, collectively, the "Grant Contracts"), one original Grant Contract will be returned to you for your official records. No execution, acceptance, or completion of either or both of the Contract Packets shall be presumed in absence of your receipt of a fully executed original Grant Contract. This includes all authorized representative signatures from **all** parties. Your failure to receive a fully executed original Grant Contract shall constitute notice that the Contract Packets have **not** been complete and are not legally binding. You shall not take any action in reliance upon this letter, the enclosed documents, or a Contract Packet that has not been fully executed by all required parties, and no action taken by you in reliance upon any of the foregoing shall be binding.

If you have any questions about your Contract Packets or any of the forms enclosed with this letter, please call **Sarah Hollis at 919-857-4841** or feel free to send an email to **sarah.hollis@ncagr.gov**.

I would like to take this opportunity to personally thank you for participating in the Urban and Community Forestry Financial Assistance Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for the Grantee

Government Entity // Federal Funds

INSTRUCTIONS	Check the "Yes" box in the left column for the document titles being returned within the two signed, dated, and witnessed copies of the contract package that are in blue/black ink. Please include all the documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant project.

Grantee Name	CITY OF WILMINGTON
Project Title	WILMINGTON STREET TREE INVENTORY, CANOPY ASSESSMENT, TREE MAINTENANCE & PLANTING PROJECT
Contraact Number	23-054-4012
CRIS/NCGrants Number	2000089914

Grantee Use Only *Check One Box*				**Document Title**	**Agency Verification Documents Attached** *Check One Box*				**Grants Office Documents Attached** *Check One Box*			
	Yes		No	Contractual “Check Off List for Grantee"	x	Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated and/or notarized)	x	Yes		No		Yes		No
	Yes		No	Attachment A -General Terms & Conditions	x	Yes		No		Yes		No
	Yes		No	Attachment B - Scope of Work (includes Timeline & Line Item Budget)	x	Yes		No		Yes		No
	Yes		No	Attachment D - Certification & Assurances Section	x	Yes		No		Yes		No
	Yes		No	Attachment F - NC Openbook Supplemental Information	x	Yes		No		Yes		No
	Yes		No	Attachment H - FFATA Data Reporting Requirements (Only if contract is over $30,000)	x	Yes		No		Yes		No
	Yes		No	Attachment I - Federal Regulations	x	Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
Initials					Initials	CSJ			Initials			
Date					Date	06/16/2026			Date			

Revisions 6/17, 10/17, 4/22, 9/22, 8/24, 6/25

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

Federal Grant Award Pass Through Requirements
This Grant Is a Subaward of a Federal Grant

Contract Number: 23-054-4012

a) Federal Award Identification Number: 23-DG-11083137-500
b) Federal Award Date (*date signed by federal authorizing official*): 6/13/23
c) Total Amount of Federal Award to NCDA&CS: $6,375,000.00
d) Name of Federal Awarding Agency: USDA Forest Service
e) CFDA(ALN) Number: 10.727
f) CFDA(ALN) Program Name: IRA Urban and Community Forestry
g) Indirect Cost Rate for Federal Award: 36.1%
h) Awarding Agency Name: N.C. Department of Agriculture and Consumer Services
i) Awarding Official Name: N. David Smith
j) Awarding Official Contact Info: 2 West Edenton St., Raleigh, NC 27601
k) Subrecipient Name (must match UEI name): City of Wilmington
Subrecipient UEI Number: V2WYTKGME5N3
Subaward Period of Performance:
    a. Start Date: July 1, 2026
    b. End Date: June 13, 2028
l) Amount of Federal Funds Obligated to Subrecipient by This Action: $1,475,982.20
m) Total Amount of Federal Funds Obligated to Subrecipient by the Agency: $1,475,982.20
n) Subaward Project Title: *Wilmington Street Tree Inventory, Canopy Assessment, Tree Maintenance and Planting Project*
o) Award is R&D: No
p) All Requirements:
    a. Attachment B Scope of Work
    b. Attachment A Terms and Conditions
    c. Federal Statutes and Regulations
q) Additional Requirements:
    a. Required Financial Reporting
    b. Required Programmatic Reporting
r) Subrecipient Indirect Cost Rate (or 20% de minimis): N/a
s) Access to Subrecipient's Records and Financial Statements:
    a. See Agreement General Terms and Conditions
t) Terms and Conditions of Closeout of Subaward: See Code of Federal Regulations Title 2, Subtitle A, Chapter II §200.343-5
u) Risk Evaluation Complete: Yes
v) Specific Conditions, if any: None.
w) Subrecipient's Cumulative Prior Year Federal Expenditures > $1,000,000: Yes
x) Audit verified? Yes
y) Debarred Vendor List Verification: Yes
z) OSBM Suspension of Funding List Verification: Yes

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
North Carolina Forest Service Division

City of Wilmington - Government

Contract Number: 23-054-4012

This Contract is hereby entered, by and between, the **North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service Division,** (the "Agency") and **the City of Wilmington**, (the "Grantee"), and referred to collectively as the "Parties." The awarding of grant funds is subject to allocation and appropriation of funds to the Agency for the purposes set forth in this contract.

The Grantee's federal tax identification number is 56-6000239.
The Grantee's fiscal year ends on June 30.
The Grantee's legal address is 929 N. Front St., Wilmington, NC 28401
The Grantee is legally located in New Hanover County, District 7.
Its remittance address is: PO Box 1810, Wilmington, NC 28402.
The Grantee's project title is *Wilmington Street Tree Inventory, Canopy Assessment, Tree Maintenance and Planting Project.*
The Contract's purpose is to educate and engage the community through the completion of a tree maintenance and planting project in 14 high-need areas of the city.
This Contract is Federally funded by Inflation Reduction Act, Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs -Appropriations.
CFDA/ALN Number (*if applicable*): 10.727
CFDA/ALN Program Name (*if applicable*): Inflation Reduction Act, Urban & Community Forestry Program

NCFS Account Coding:

BE	Acct	AMU	Program	FS	Interfund	Project	Future	Future	Future
1000	101339	56400037	0000000	0000000	0000	000000	10G0456623	0000	000000	00000

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name:

1. This Contract
2. Attachment A: General Terms and Conditions
3. Attachment B: Scope of Work (including Timeline, Line-Item Budget and Budget Narrative)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. FFATA Data Reporting Requirements (for contracts greater than $30,000) (Attachment F)
8. Federal Regulations (Attachment G)

These documents constitute the entire Contract Packet between the Parties and supersede all prior oral or written statements or Contracts.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **July 1, 2026,** and shall terminate on **June 13, 2028**.

(1) The Parties agree to maintain all pertinent records and documents for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
(2) The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.
(3) The Parties agree upon termination of this Contract any unexpended grant funds will revert to the Agency.

III. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

If Delivered by US Postal Service	If Delivered by Any Other Means
Name and Title: Sarah Hollis, Community Forestry Coordinator Address: North Carolina Forest Service 1616 Mail Service Center Raleigh, NC 27699-1600 Telephone: 919-857-4841 Email: sarah.hollis@ncagr.gov	Name and Title: Sarah Hollis, Community Forestry Coordinator Address: North Carolina Forest Service 512 N. Salisbury Street, 10th Floor, Raleigh, North Carolina 27604 Telephone: 919-857-4841 Email: sarah.hollis@ncagr.gov

For the Grantee:

Grantee Contract Administrator	Additional Grantee Contract Administrator
Name and Title: Sally Thigpen, Parks and Recreation Assistant Director Address: PO Box 1810, Wilmington, NC 28402 Telephone: 910-765-0593 Email: sally.thigpen@wilmingtonnc.gov	None.

IV. Grantee's Duties:

The Grantee shall:

(1) Provide the goals, objectives, services, expected results, and itemized budget in *Attachment B: Scope of Work* prior to any fund disbursement.
(2) Make available all reports and records for inspection by the awarding agency, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.
(3) Be required to maintain compliance with the requirements set forth in CFR Title 2, Part 200 and 09 NCAC 03M .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
(4) Ensure that subrecipients comply with all reporting requirements established by this Subchapter and their contract and report to the appropriate disbursing entity, if applicable.
    a. The Grantee or its subrecipient(s) is not relieved of any of the duties and responsibilities of the original Contract.
    b. The Grantee and/or any subrecipient agree to abide by the standards contained in CFR Title 2, Part 200 and 09 NCAC 03M .0703(15) and to provide information in its possession that is needed by the recipient to comply with these standards.
(5) Have the option to request in writing to the Office of State Budget and Management to be removed from the Suspension of Funding List if they believe they have been suspended in error. Once removed from the Suspension of Funding List, the recipient is eligible for current and future grants.

V. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $1,475,982.20.

This amount consists of $1,475,982.20 in Inflation Reduction Act funds.

There are no matching requirements from the Grantee.

The total Contract amount is $1,475,982.20.

VI. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). The Grantee is not required to file a *Conflict of Interest Policy* with the Agency prior to disbursement of funds.

VII. Statement of No Overdue Tax Debts:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). The Grantee is not required to file a *Statement of No Overdue Tax Debts* with the Agency prior to disbursement of funds.

VIII. Reporting Requirements:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-Part 3. The Grantee is not subject to the State reporting requirements.

Agency-Established Reporting Requirements:

(1) Programmatic: Grantees shall submit Progress Reports and proof of Accomplished Deliverables in accordance with the accomplishment reporting terms detailed in the Scope of Work (Attachment B). Grantee shall submit a Final Performance Report that displays how the programmatic assistance received or held was used for the purposes for which it was awarded as detailed in Attachment B within 30 days after the expiration of the contract term.

(2) Financial: Grantees shall submit Requests for Reimbursement in accordance with the payment terms detailed in the Scope of Work (Attachment B). Grantee shall submit a Final Request for Reimbursement not later than 30 days after the expiration or termination of this Contract.

Federal Reporting Requirements:

(1) FFATA: Congress passed the Federal Funding Accountability & Transparency Act (FFATA) in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. The Grantee shall complete the FFATA Data Reporting Requirements, Attachment L**,** and if applicable, register in the Central Contractor Registration Database at https://www.sam.gov. **This applies to federal awards of $30,000 and over.**

(2) CFR Title 2, Part 200: Any Grantee that receives $1,000,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports must be uploaded to the website for the Federal Audit Clearinghouse (FAC). Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(3) Grantees that receive less than $1,000,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart F Audit Requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

IX. Payment Provisions

Upon execution of this Contract, the Grantee shall submit to the Agency Contract Administrator a completed *Request for Payment/Reimbursement Package* which include invoices, reasoning, or any other pertinent documentation to support the request. All *Request for Payment/Reimbursement Packages* should be received no more than monthly, with a certified invoice(s) showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Payment shall be made within 30 days of Agency approval.

The Grantee shall expend funds in accordance with CFR Part 200 and N.C.G.S. § 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, in the Agency *Request for Payment/Reimbursement Package*. Eligible uses of income earned are:

a) Expanding the project or program.

b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final *Request for Payment/Reimbursement Package*. All unexpended funds shall be returned to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" (NC OSBM State Budget Manual homepage).

Indirect costs are allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team, or through the FWA reporting website below.

N.C.G.S. §143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: NCDACS Audit Services FWA Reporting Form

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of suspected people but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Supplementation of Expenditure of Public Funds

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall

be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XI. Outsourcing

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XII. Personal Identifying Information

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statues and Policies set forth.

XIII. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided with a fully executed copy via electronic mail. It is required by 09 NCAC 03M that each party retain a fully executed copy of this contract.

Grantee: City of Wilmington

Signature of Authorized Representative	Date
Printed Name	Title

Witness:

Signature of Authorized Representative	Date
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services
Counter-Signature Authority

Date:

N. David Smith
Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
(2) "Audit" means an examination of records or financial accounts to verify their accuracy.
(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
(6) "Fiscal Year" means the annual operating year of the non-State entity.
(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT B: SCOPE OF WORK

I. ORGANIZATION:

a. Organization Name: City of Wilmington, North Carolina
b. Tax Identification #: 56-6000239
c. Organizational Fiscal Year End: June 30
d. EBS Award Number (All NonGov entities) 2000089916
e. Background Information:

The City of Wilmington is a coastal community responsible for managing roughly 40,000 street trees and the urban forest across 750 acres of parks and public properties. Urban forestry operations are led by a division of the City's Asset & Property Management Department. The Urban Forestry team has certified arboriculture professionals who oversee planting, maintenance, and risk management. At present, the program is largely reactive, responding to storms, emergencies, resident requests, and high-risk tree concerns. Wilmington is actively working to transition to a proactive, sustainable management model that improves efficiency, enhances public safety, and strengthens long term urban forest resilience. The City collaborates with a wide network of stakeholders —including local nonprofits, utilities, state agencies, and academic partners— and community surveys consistently show strong public support for trees and the benefits they provide. As a Tree City USA since 2002, the program has an active Tree Commission, a strong non-profit partner in the Alliance for Cape Fear Trees, celebrates Arbor Day and participates in annual volunteer and outreach activities.

II. PROJECT INFORMATION:

Project Name: Wilmington Street Tree Inventory, Canopy Assessment, Tree Maintenance and Planting Project

Project Location: NCFS IRA Project Areas: 37129011300, 37129010700, 37129010300, 37129011400, 37129010100, 37129011200, 37129010200, 37129011100, 37129011000, 37129010800, 37129011903, 37129011902, 37129010501, 37129010502,

III. FUNDING INFORMATION:

a. Source of funds: 10G0456623
b. Amount: $1,475,982.20

IV. Scope of Work:

a. Need Statement

The City of Wilmington recognizes the essential environmental, social, and economic benefits of a healthy and resilient urban tree canopy. As development pressures, storm impacts, and an aging tree population continue to challenge canopy health, the City is committed to strengthening its urban forest through strategic, data driven management. Recent analysis shows a 14% decline in canopy cover between 2016 and 2020 (48.1% to 41.4%). The City manages ~40,000 street trees but lacks a comprehensive, up to date inventory and modern

management software. A partial 2022 inventory supports hazard mitigation but cannot support long term planning without integrated software. The 2023 Urban Forestry Master Plan identifies completing a full street tree inventory as the City's highest priority action. These findings highlight the urgency of improved management tools, targeted investment, and long-term restoration strategies.

Canopy analysis between 2016 to 2020 and most recently 2022 shows decline in cover in the project areas. The highest volume of contracted street tree plantings has occurred within the project area with many more opportunities for planting. With the current model of a reactive maintenance program the team does not have good data to reflect the actual needs in the project area. The street tree inventory and planting and maintenance plan will provide the data needed to target resources in the environmentally and socially vulnerable IRA project areas.

Funding from this program will enable Wilmington to manage its urban forest more effectively and ensure canopy cover is protected and a plan in place to restore it for future generations.

b. Goals, Objectives & Timeline:

i. Project Goal

The community has been educated and engaged in the completion of a tree maintenance and planting project in 14 high-need areas of the city.

ii. Objectives

1. Complete a street tree inventory and tree canopy cover assessment in the project areas by the end of quarter 5.
2. Complete an outreach plan by the end of quarter 2 and outreach products and events throughout the project as detailed in the outreach plan.
3. ACFT will complete volunteer tree planting days in quarters 6 and 7 and a tree giveaway event will be completed in quarter 6.
4. ACFT will complete a volunteer tree maintenance event in quarter 7.
5. Professional contractual services tree maintenance and planting will be completed in quarters 7 and 8.

Expected Results:

Inventory up to ~30,500 street trees • Planting ~300 street trees • Removal of up to ~100 hazardous trees • Grinding ~200 stumps • Pruning ~500 trees • ACFT activities: 4 events, ~1,000 trees given away, ~200 planted, ~300 maintained

- Actual counts will vary based on the needs revealed by the tree inventory and as the budget will allow.
- Tree plantings will match or exceed the tree removal count.
- Accomplishment Deliverables
    - Project accomplishments are defined as accomplishment deliverables and to be delivered per section IV. Reporting, a) Performance, 3) Accomplishment Deliverables Schedule below.

V. Payment:

a) Payment terms:

i) Quarterly Request for Reimbursement.
   (1) Quarterly reimbursement requests (RFRs) must be submitted within 20 days after the close of the quarter except for RFRs due in April, which must be submitted early for payment before the mandatory end-of-year state spending freeze. The final Request for Reimbursement will be due within 30 days of the end of the contract term.
      (a) Request for Reimbursement Schedule:
         (i) October 20, 2026
         (ii) January 20, 2027
         (iii) April 5, 2027
         (iv) July 20, 2027
         (v) October 20, 2027
         (vi) January 20, 2028
         (vii) April 5, 2028
      (b) Final due by date
         (i) July 13, 2028

VI. Budget/Expenditures:

a. Budget Time period: Contract term; State Date: July 1, 2026, End Date: June 13, 2028
b. Budget Detail: See attached Budget Worksheet.

VII. Reporting:

a. Performance:
   i. Grant Contract Term Reporting
      a. Performance will be monitored during the contract term through submissions of the following. Reporting forms and instructions can be found in the Contract Reporting section of the U&CF Financial Assistance Program specifications and resources page at https://ncforestservice.gov/Urban/urban_resources_and_specifications.htm.
      b. Request for Reimbursement & Interim Progress Reports (RFRs)
      c. Deliverables
         i. The grantee will submit the following accomplishment deliverables due each project quarter for an acceptance review. Failure to meet this schedule may result in termination of the grant contract. Definitions of these deliverables are attached. (Grant Contract Accomplishment Deliverables and Definitions).
         ii. Quarter 1 – Ends 9/30/26
            1. Tree Inventory Specifications
            2. Volunteer Tree Planting Qualifications
            3. Volunteer Tree Planting Services Specifications
            4. Volunteer Tree Maintenance Qualifications
            5. Volunteer Tree Maintenance Specifications
         iii. Quarter 2 - Ends 12/31/26
            1. Outreach Program Plan
            2. Tree Inventory Contract
            3. Tree Maintenance Plan Contract
            4. Tree Planting Plan

5. Post Tree Planting Care Plan Contract
6. ACFT Service Contract

iv. Quarter 3 – 3/28/27
1. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan

v. Quarter 4 – Ends 6/30/27
1. Professional Tree Maintenance Contract Specifications
2. Professional Tree Planting Contract Specifications
3. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan

vi. Quarter 5 - Ends 9/30/27
1. Tree Inventory report
2. Professional Tree Maintenance Plan
3. Professional Tree Planting Plan
4. Professional Post Tree Planting Care Plan
5. Volunteer Tree Planting Plan
6. Volunteer Tree Maintenance Plan
7. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan
8. Volunteer Tree Planting Work Order

vii. Quarter 6 – Ends 12/31/27
1. Professional Tree Maintenance Contract
2. Professional Tree Planting Contract
3. Professional Tree Planting Work Order
4. Volunteer Tree Delivery Inspection Report
5. Volunteer Tree Planting Inspection Report
6. Volunteer Tree Planting Work Order
7. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan

viii. Quarter 7 – Ends 3/28/28
1. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan
2. Professional Tree Delivery Inspection Report
3. Professional Tree Maintenance Inspection Report
4. Professional Tree planting Inspection Report
5. Volunteer Tree Delivery Inspection Report
6. Volunteer Tree Planting Inspection Report
7. Volunteer Tree Maintenance Inspection Report
8. Professional Post Tree Planting Care Inspection Report

ix. Quarter 8 – Ends 6/13/28
1. Outreach Product(s) and/or Event(s) as applicable per Outreach Plan
2. Professional Tree Maintenance Inspection Report
3. Professional Tree Planting Inspection Report

4. Professional Post Tree Planting Care Inspection Report

b. Final Reporting
   1. Accomplishment Measures
      a. Submission of the Grant Contract Accomplishment Measures Report
      b. Grantee's Accomplishment Measures
         i. # outreach events
         ii. # of outreach products
         iii. # of people reached
         iv. # trees inventoried
         v. # of acres analyzed
         vi. # of trees pruned
         vii. # of trees removed
         viii. # of trees planted by professionals
         ix. # of trees post planting care
         x. # of volunteers
         xi. # of trees planted by volunteers
         xii. # of trees maintained by volunteers
         xiii. # of volunteer hours
   2. Final Report - Digital copy of a professionally published two-to-eight-page info-graphic style report with short narratives and graphics summarizing and celebrating the project. Sections to cover should include the following.
      a. Need/Challenge
      b. Goal
      c. Objectives
      d. Accomplishments noting measures
      e. Contribution of the project to enhance urban and community forestry in the community.

c. Financial:
   i. Requests for Reimbursement
      1. Instructions and required documentation can be found in the Contract Reporting section of the U&CF Financial Assistance Program specifications and resources page at https://www.ncforestservice.gov/Urban/urban_resources_and_specifications.htm.

VIII. Subgrants:

a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization: No
b. If yes, answer the following for each:
   i. Name of Subrecipient:
   ii. Program Name
   iii. Amount to Subrecipient:

ATTACHMENT B: SCOPE OF WORK (Continued)

Regarding the information contained herein, I certify to the best of my knowledge and ability the annual budget has been approved by the Grantee's Chief Financial Officer, Chief Executive Officer, or Board Chairperson.

Signature _____

Printed Name _____

Title _____

Date _____

NCFS Financial Assistance Project Cost Share Budget

Date: 5/19/2026

Grantee:	City of Wilmington, NC		RFA #	26-1	
Project Name:	Wilmington Street Tree Inventory, Canopy Assessment, Tree Maintenance and Planting Project		Funding Program	IRA - 100% Reimburse, 20% Indirect	
	NCFS/Grant Share				
Budget Item Category (select from dropdown)	**Description** (practice/activity to be completed)	**# Units**	**Unit Cost**	**Cost**	
Urban Foresty Consulting Services	Street Tree Inventory Budget,Trees and Planting Sites, 244 street miles, 125 trees/sites per mile, cost per tree/planting site	30500.0	$7.25	$221,125.00	
Computer Software	Tree Inventory Management Software, ArborPro Inc, subscription per year	2.0	$4,500.00	$9,000.00	
Computer Software	Tree Inventory Management Software, 20% contingency	0.2	$4,500.00	$900.00	
Urban Foresty Consulting Services	Practice Plan Development Support Services, Davey Resource Group, budget allocation for services	1.0	$18,750.00	$18,750.00	
Urban Foresty Consulting Services	Practice Plan Development Support Services, 20% Contingency	0.2	$18,750.00	$3,750.00	
Urban Foresty Consulting Services	Practice Plan Development Services, High Resolution Aerial Imagery for Tree Canopy Analysis and Iterative AI, Nearmap, % of city IRA Project Areas, subscription for 1 year,	0.36	$41,020.00	$14,767.20	
Tree Maintenance Services	Tree & Stump Removal Budget	1.0	$580,000.00	$580,000.00	
Tree Maintenance Services	Tree & Stump Removal Budget, 10% contingency	0.1	$580,000.00	$58,000.00	
Tree Maintenance Services	Tree Pruning Budget	1.0	$200,000.00	$200,000.00	
Tree Maintenance Services	Tree Pruning Budget, 10% contingency	0.1	$200,000.00	$20,000.00	
Tree Planting Services	Tree Planting Budget	300.0	$893.00	$267,900.00	
Tree Planting Services	Tree Planting Budget, 10% contingency	0.1	$267,900.00	$26,790.00	
Trees	Tree Distribution, Aliance for Cape Fear Trees, cost per tree	1000.0	$22.00	$22,000.00	
Tree Planting Services	Vounteer Tree Planting, Aliance for Cape Fear Trees, cost per tree	176.0	$125.00	$22,000.00	
Tree Maintenance Services	Volunteer Tree Maintenance, Aliance for Cape Fear Trees, cost per tree	300.0	$20.00	$6,000.00	
Education/Outreach Product Design & Printing	Budget for purchased design and printed materials for outreach, education, event materials and supplies	1.0	$5,000.00	$5,000.00	
				$0.00	
	Granttee Share				
Budget Item Category (select from dropdown)	**Description** (practice/activity completed, vendor name, unit cost structure)	**# Units**	**Unit Cost**		**Cost**
	Not Applicable, 0% cost share for grantee				$0.00
				$1,475,982.20	**$0.00**
			Subtotal	**$1,475,982.20**	
	Indirect % - Not Requested.	**0%**	**Indirect $**	**$0.00**	
			Total Project Cost	**$1,475,982.20**	

26-1 TMP05 Wilmington
Grant Contract Accomplishment Deliverables & Definitions

Introduction

The following is a list for project accomplishment deliverables to be submitted to NCFS U&CF for review accordance with the schedule outlined in Scope of Work, Grant Contract Instructions and NCFS U&CF best management practices as detailed on our website and the following definitions.

- Type of Review - The definitions of the type of review to be completed are as follows.
    - BMP Review – deliverable requires a content review and approval by NCFS U&CF to ensure deliverable meets NCFS U&CF best management practices prior to publishing or completion of work activity.
    - BMP Confirmation – requires confirmation the deliverable was completed; content review is not required.

Accomplishment Deliverables List and Definitions

- Outreach Program
    - Outreach Program Plan – BMP Confirmation, copy of plan detailing the outreach products to be developed and outreach events schedule by IRA Project Area/Municipal Arborist Inspection Area
    - Outreach product(s) – BMP Review, final draft and final products
    - Outreach event(s) – BMP Review, copy of media promotion
- Street Tree Inventory
    - Tree Inventory Specifications - BMP Review, copy of tree inventory specifications to be utilized by a contractor prior to bid or staff to complete the tree inventory
    - Tree Inventory Contract– BMP Confirmation, qualifications of awarded service provider and the fee schedule
    - Tree inventory report – BMP Confirmation, copy of the final tree inventory report
- Practice Plans
    - Tree Maintenance Plan
        - Professional Tree Maintenance Plan Contract - BMP Confirmation, qualifications of awarded service provider and fee schedule
        - Professional Tree Maintenance Plan - BMP Confirmation, copy of plan detailing the tree maintenance strategies and schedule by IRA Project Area/Municipal Arborist Inspection Area
    - Tree Planting Plan
        - Professional Tree Planting Plan Contract - BMP Confirmation, qualifications of awarded service provider and fee schedule

        - Professional Tree Planting Plan - BMP Confirmation, copy of plan detailing the tree planting strategies and schedule by IRA Project Area/Municipal Arborist Inspection Area
    - Post Tree Planting Care Plan
        - Professional Post Tree Planting Care Plan Contract - BMP Confirmation, qualifications of awarded service provider and fee schedule
        - Professional Post Tree Planting Care Plan – BMP Confirmation, copy of plan detailing the specification and when trees planted as part of the grant contract will receive post tree planting maintenance
- Professional Tree Maintenance Services
    - Professional Tree Maintenance Contract Specifications- BMP Review, copy of specifications to bid for tree maintenance services
    - Professional Tree Maintenance Contract – BMP Confirmation, qualifications of awarded service provider and fee schedule
    - Professional Tree Maintenance Inspection Report - BMP Confirmation, copy of report listing the location of each tree and the maintenance performed.
- Professional Tree Planting Services
    - Professional Tree Planting Contract Specifications - BMP Review, copy of specifications to bid for tree supply and planting services
    - Professional Tree Planting Contract– BMP Confirmation, qualifications of service provider and fee schedule
    - Professional Tree Planting Work Order - BMP Review, copy of list of trees to be planted, location, species and site attributes
    - Professional Tree Delivery Inspection Report - BMP Confirmation, copy of the report listing the trees inspected, species and the inspection results.
    - Professional Tree Planting Inspection Report - BMP Confirmation, , copy of report listing the location, species and inspection results.
    - Professional Post Tree Planting Care Inspection Report - BMP Confirmation, copy of report listing the location of each tree and the maintenance performed.
- Volunteer Services Contract – Alliance for Cape Fear Trees (ACFT)
    - Services Contract
        - ACFT Service Contract –BMP Confirmation, qualifications of service provider and fee schedules tree maintenance and tree supply and planting.
    - Volunteer Tree Planting Services - ACFT
        - Volunteer Tree Planting Plan – BMP Confirmation, copy of the plan detailing where and when trees will be planted by NCFS U&CF Project Area

        - Volunteer Tree Planting Services Specifications – BMP Review, specifications used for tree purchase and the volunteers use to plant trees
        - Volunteer Tree Planting Qualifications – BMP Review, training volunteers will receive to ensure they are properly qualified to plant trees
        - Volunteer Tree Planting Work Order - BMP Review, copy of list of trees to be planted, species, location and site attributes
        - Volunteer Tree Delivery Inspection Report - BMP Confirmation,
        - Volunteer Tree Planting Inspection Report - BMP Confirmation,
    - Volunteer Tree Maintenance Services - ACFT
        - Volunteer Tree Maintenance Plan – copy of the plan detailing where and when trees will be maintained by NCFS U&CF Project Area
        - Volunteer Tree Maintenance Specifications - BMP Review, copy of specifications to be used for tree maintenance
        - Volunteer Tree Maintenance Qualifications – BMP Review, Training volunteers will receive to ensure they are qualified to maintain trees
        - Volunteer Tree Maintenance Inspection Report - BMP Confirmation, copy of list of trees and location of trees maintained
- Accomplishment Measures
    - # outreach events
    - # of outreach products
    - # of people reached
    - # trees inventoried
    - # of acres analyzed
    - # of trees pruned
    - # of trees removed
    - # of trees planted by professionals
    - # of trees post planting care
    - # of volunteers
    - # of trees planted by volunteers
    - # of trees maintained by volunteers
    - # of volunteer hours
- Final Report

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, 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 contract, 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.

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

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or 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.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative | Date

Printed Name of Authorized Representative | Title

Attachment FF

NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: In January 2009, Executive Order 4 was signed by the Governor of North Carolina. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

Contract Number: 23-054-4012 Amendment Number: _____
Grantee Name: City of Wilmington
UEI Number: V2W4TCGMESN3
Tax ID Number: 56-6000239
Fiscal Year End: _____

1. Brief Description and Background/History of your Organization.

Items to include are the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline. Begin _____ End _____

3. Expected outcomes and specific deliverables.

EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES
(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Primary County of Performance. County Name: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: ____

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

_____
_____
_____

**Primary County of Performance: County in which grantee is located.*

***County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.*

Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirements

GRANTEE: This form only needs to be filled out if your grant award is above $30,000 . Please review all three (3) sections below. **** See the paragraph below for information on why this information in required.***

SECTION 1: EXEMPTION FROM FFATA DATA REPORTING REQUIREMENT

Check the box below as applicable:

☐ Individual – defined as one who applies for or receives an award as a natural person (i.e. unrelated to any business or nonprofit organization he or she may own or operate in his or her name).

☐ Entity with a gross income, from all sources, of ***less*** than $300,000 in the previous tax year.

- Entity is defined as:
  - Governmental organization, which is a State, local government, or Indian Tribe:
  - Foreign public entity.
  - Domestic or foreign nonprofit organization.
  - Domestic or foreign for-profit organization: and
  - Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

☐ If the required reporting would disclose classified information.

☐ I do NOT meet any requirements listed above. (If you do NOT meet any of the requirements, strike through the signature box below, or if filling out electronically put N/A in each section).

If you **have** checked one of the boxes above, you are exempt from FFATA reporting, please fill out the information below and sign and date:
You can sign the following ways:

- Electronic Signature
- Original signature with blue or black ink

Entity Name: _____

Name of person filling out form: _____

Title: _____

Signature: _____

Date: _____

SECTION II: EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive:
   a. 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR170.320

   AND

   b. $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act

   ☐ YES ☐ NO

If the answer to Question 1 is **"Yes,"** continue to Question 2. If the answer to Question 1 is **"No"**, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?

   ☐ YES ☐ NO

   If the answer to Question 2 is **"Yes,"** move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]
   If the answer to Question 2 is **"No"** FFATA reporting is required.

Directions for filling out the chart:

- Report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.
- "Executive" is defined as "officers, managing partners, or other employees in management positions" (defined in 2 CFR Ch. 1 Part 170 Appendix A)
- "Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:
  - Salary and bonus.
  - 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

- 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.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- Above-market earnings on deferred compensation which is not tax-qualified.
- 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.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion (mm/dd/yyyy)): _____

Rank (Highest to Lowest)	Name	Title	Total Compensation
1			
2			
3			
4			
5			

SECTION III: ENTITIES REQUIRED TO PROVIDE FFATA DATA:

If your entity had a GROSS income from all sources of **OVER** $300,000 in the previous tax year, or your Entity is not exempt from providing executive compensation, you are required to provide the following information. Please complete information requested below and follow Further Instructions as stated below:

Entity's Legal Name:

UEI Number of Entity: (If you have received one- please indicate if you have opened a validation case with SAM.gov and currently waiting assistance) :

SSN/EIN/ITIN:

Entity Location (Street Address, City/State/Zip Code):

County:

* The Federal Funding Accountability and Transparency Act (signed on September 26, 2006) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards, which is www.USASpending.gov. The Transparency Act prescribes specific pieces of information to be reported. The North Carolina Department of Agriculture and Consumer Services must provide certain data about its sub awards.

CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

INSTRUCTIONS:
Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

SECTION I

Date:	06/11/26
Legal Applicant Organization/Agency Name:	City of Wilmington
Federal Tax Identification Number:	56-6000239

SECTION II

CERTIFICATION:
By affixing my signature below, I certify that person(s) identified are designated as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

GOVERNMENT ENTITIES ONLY
(Must match Contract signature)

Authorized Government Official	**CFO, Controller, or Other Authorized Government Official**
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature:

Federal Regulations and Contract Provisions

Uniform Grant Guidance (applies to all grants)
2 CFR Chapter I, and Chapter II Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Revised to **Uniform Guidance Title 2 Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eff. 12/24/14.

Emergency Food Assistance (Administrative Costs)
10.568 2CL
7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

Emergency Food Assistance (Food Commodities)
10.569 2CL
7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

National School Lunch Program
10.555
Program regulations on operational requirements are codified at 7 CFR Parts 210, and 7 CFR 245 for free and reduced price meal eligibility.

Commodity Supplemental Food Program
10.565
7 CFR Part 247.

Special Crop Block Grant – Farm Bill
10.170
OMB Guidance for Grants Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 and 2 CFR 400 applies to this program. 2 CFR 200, Subpart E - Cost Principles applies to this program.
Additional information about the Specialty Crop Block Grant Program is available at www.ams.usda.gov/scbgp. Additional information about the Specialty Crop Multi-State Program is available at www.ams.usda.gov/scmp .

Cooperative Forestry Assistance
10.664
Forest Service Manual- Titles 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, and 3900 available in all Forest Service offices, and State Forestry agency offices. Grant regulations found at 2 CFR 200 as implemented and supplemented by USDA at 2 CFR 400.

Nonpoint Source Implementation Grants
66.460
Operational grant guidelines for FY 2013 Nonpoint Source Program and Grants Guidelines for States and Territories (Oct. 23, 2003). The guidelines can be found at https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-historic-guidance.
The revised guidelines published on April 12, 2013 apply for FY 2014 and beyond and can be found at . https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance.

Tribal grant information is posted at http://www.epa.gov/nps/tribal.

Basic and Applied Scientific Research
12.300
Department of Defense Grant and Agreement Regulations (DoDGARS) and refer to ONR website – http://www.onr.navy.mil

The Grantee agrees to abide by all applicable federal administrative and audit requirements, cost principles and program regulations.

The electronic code of federal regulation is available at the U.S. Government Printing Office's website, http://www.ecfr.gov. The Catalog of Federal Domestic Assistance is available at https://www.cfda.gov.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]