

**FOR DNRC USE ONLY**

**Maximum amount under this Grant Agreement: \$12,780.00**

If adding additional funds, put new maximum amount. Otherwise enter original amount.

**Source(s) of Funds**

**USDA FS Grant # 12-DG-11010000-005, CFDA # 10.664**

Grant Agreement #	<b>UCF-13-101</b>
Amendment #	_____
<b>Approved by</b>	
FD - Fiscal	_____
Legal	_____
Procurement	_____

<u>Fund</u>	<u>Subclass</u>	<u>Org</u>	<u>Percent</u>	<u>Amount</u>	<u>Expiration</u>	<u>Amendment</u>
03809	555BL	5114613	100%	\$12,780.00	09/30/13	

2/15/2012

**Workers Comp**  **N/A**  **Attached**  **Exempt**  **Will be forwarded**

**2013 URBAN AND COMMUNITY FORESTRY GRANT AGREEMENT  
CITY OF BILLINGS PROGRAM DEVELOPMENT PROJECT**

This Grant Agreement is accepted by City of Billings, hereinafter referred to as the "Grantee," Federal ID No. 81-6001237, DUNS# 011140626, and represented by Fred Bicha, City Forester, 390 North 23<sup>rd</sup> Street, Billings, Montana 59101-1306, telephone (406) 237-6227, according to the following terms and conditions.

This Grant Agreement, awarded and administered by the Montana Department of Natural Resources and Conservation (DNRC) is consistent with the policies, procedures and objectives of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313; as amended. This Grant Agreement is awarded under the Federal grants and Catalog of Federal Domestic Assistance (CFDA) number as noted above. Grantee is subject to terms and conditions of the federal award, which is available at the following link:  
<http://dnrc.mt.gov/Forestry/FederalAwards.asp>

Award of these funds requires Grantee to certify, and Grantee's signature below represents its certification, that:

1. It will abide by all certifications and assurances set forth in Federal Forms SF-424B, "Assurances – Non Construction Programs;" and AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion," both forms having been signed, attached hereto as Appendices A and B, and incorporated herein by reference.
2. It is not delinquent on the repayment of any federal debt.
3. Its subgrantees and/or contractors are not ineligible for federal funds as outlined in 7 CFR Part 3017, Governmentwide Debarment and Suspension (NonProcurement) by

using Form AD-1048 and the on-line Excluded Parties List System (EPLS) to verify their status.

4. It is in compliance with the Drug-Free Workplace Act of 1988.
5. It is in compliance with Public Law 101-121, Section 319, which covers restrictions regarding lobbying.
6. It will comply with 7 CFR, Sec. 3016.42 (records retention and access).
7. It will comply with the Single Audit Act Amendments of 1996 and with OMB Circular A-133, "Compliance Supplement," which establishes audit requirements for states, local governments, Indian Tribal governments, and non-profits that administer federal financial assistance programs.
8. It will, pursuant to 41 U.S.C. § 22, ensure that no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
9. It will ensure that all employees complete the Employment Eligibility Verification (I-9) form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). It shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this Grant Agreement.
10. It will comply with the Victims of Trafficking and Violence Protection Act of 2000, section 106(g), as amended [22 U.S.C. Sec. § 7104(g)] and will not engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; will not procure a commercial sex act during the period of time that the subaward is in effect; and/or will not use forced labor in the performance of the subaward.
11. It will comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. The following nondiscrimination statement will be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution (including electronic distribution):

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."*

If the material is too small to use the entire statement include, in print size no smaller than the text:

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

12. It will comply with the following policies and requirements of Federal OMB Circulars, as appropriate to its organization:

Grantee Type	Admin Requirements	Cost Principles	Audit Requirements
State & Local Governments	A-102 (7 CFR Part 3016)	A-87 (2 CFR Part 225 )	A-133 (7 CFR Part 3052)
Non-Profits	A-110 (7 CFR Part 3019)	A-122 (2 CFR Part 230)	A-133 (7 CFR Part 3052)
For-Profits	A-110 (7 CFR Part 3019)	FAR 31.2 (48 CFR Subpart 31.2)	7 CFR Part 3019.26
Hospitals	A-110 (7 CFR Part 3019)	A-122 (2 CFR Part 230 )	A-133 (7 CFR Part 3052)
College & Universities	A-110 (7 CFR Part 3019)	A-21 (2 CFR Part 220 )	A-133 (7 CFR Part 3052)

**SECTION 1. PURPOSE.** The purpose of this Grant Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Grantee for an Urban and Community Forestry (UCF) Program Development project in or near, the City of Billings, Montana. Basis for this grant award is the Urban and Community Forestry (UCF) Program, which is administered through a partnership with the United States Department of Agriculture, Forest Service (USFS) and the DNRC. The Program Development Project Proposal and the addendum to the Program Development Project Proposal for this grant award to the Grantee are attached as Appendix "D" and Appendix "E", which are incorporated herein by reference.

**SECTION 2. TERM.** This Grant Agreement is effective on the date of last signature. The Grantee shall have until **September 30, 2013**, to complete the project and work described in Section 4, Project Scope. The DNRC may, pursuant to Section 18, Agreement Renewal, grant an extension for completion upon request and showing of good cause by the Grantee. Good cause is defined as external factors preventing the Grantee from completing the work, including but not limited to, inadequate staff, construction, hazard trees or other barriers on project site(s), and extensive and prolonged inoperable weather conditions. A request for extension must be submitted in writing no less than thirty (30) days prior to the termination date if an extension is to be considered by DNRC.

**SECTION 3. DNRC's ROLE.** The DNRC is administering grant funds awarded by the USFS to ensure that the funds are used according to the intent and procedures of the UCF Program Development Grant Program. The DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Grantee's obligation to faithfully perform the tasks and activities required by this Grant Agreement. The Grantee may contact the DNRC's liaison Jamie Kirby, at (406) 542-4288, [jamiikirby@mt.gov](mailto:jamiikirby@mt.gov), 2705 Spurgin Road, Missoula, Montana 59804 for guidance related to administration of the terms of this Grant Agreement. All requests for information and assistance shall be submitted to the DNRC liaison or her designee.

**SECTION 4. PROJECT SCOPE.** (a) The Grantee must use the proceeds provided pursuant to this Grant Agreement to perform allowable activities under the Program. ***The key outcomes of the project are inventory software purchase, tree planting, and creation of educational displays.*** (b) Supporting Documents/attachments. The Program Development Project Proposal submitted by the Grantee is attached hereto as Appendix "D" and the Application Addendum is attached as Appendix "E", both incorporated herein by reference, and which describe the projects and activities to be performed upon municipal lands by Grantee and the required dates of completion. In addition, Grantee must fulfill the terms specified in Appendix "F" "Additional Requirements to Proposal", which is attached to this Grant Agreement and incorporated herein by

reference. Funding will not be provided if the requirements outlined in Appendices "D", "E" and "F" are not fulfilled.

**SECTION 5. PROJECT BUDGET.** Grant Agreement funds are allocated to the following budget categories:

	<b>DNRC</b>	<b>Match</b>	<b>Total</b>
<b>Project Funding Summary:</b>			
<b>Cooperator salary/wages/benefits</b>	\$ 0.00	\$ 10,480.00	\$ 10,480.00
<b>Operating Expenses</b>	\$ 12,183.00	\$ 6,118.00	\$ 18,301.00
<b>Contracted Professional Services</b>	\$ 597.00	\$ 1,403.00	\$ 2,000.00
<b>Total Funding Summary:</b>			
	<b>\$ 12,780.00</b>	<b>\$ 18,001.00</b>	<b>\$ 30,781.00</b>

This Grant Agreement requires a match of 50:50 of federal to non-federal funds.

The Grantee may transfer up to twenty percent (20%) of the total Grant Agreement amount between budget categories as needed to complete the project. The Grantee must notify DNRC of such transfers. Transfers between budget categories in excess of twenty percent (20%) of the Grant Agreement amount must be requested by the Grantee, approved by DNRC, and documented in an amendment to the Grant Agreement.

The Grantee shall require all sub-recipients and contractors to sign form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion," and shall keep completed forms on file.

**SECTION 6. AVAILABILITY OF GRANT FUNDS.** The Grantee acknowledges and understands that Grant Agreement funds become available based on federal appropriations to DNRC. Costs incurred by the Grantee prior to this Grant Agreement are not eligible for reimbursement but may be counted as match funds upon prior written approval by DNRC.

The commitment by DNRC to expend money is contingent upon the DNRC receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or allotted as authorized under this legislation.

**SECTION 7. BIDDING REQUIREMENTS.** Upon acquiring products and/or services with funds awarded pursuant to this Grant Agreement, Grantee must submit a UCF Bid Solicitation Verification Form attached as Appendix C and incorporated herein by reference to DNRC establishing that Grantee has solicited a minimum of three (3) bids for every contract or purchase issued by the Grantee over One Thousand and no/100 Dollars (\$1,000.00) for which grant funds will be disbursed. Grantee shall follow all applicable procurement procedures as required in Section 13, Compliance with Applicable Laws, and the applicable OMB Circulars (contained in 2 CFR §§ 215.40–215.48 for institutions of higher education, hospitals, and other non-profits or 7 CFR § 3016.36 for State, local, or Indian Tribal governments).

**SECTION 8. GRANT DISBURSEMENTS.** The Grantee shall submit claims for disbursement of Grant Agreement funds to the DNRC liaison. Documentation of reimbursable costs incurred **and paid** must be submitted with the disbursement requests. Documentation may include but is not

limited to itemized receipts, vendor invoices, inspection certificates, financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, **and other forms of proof of payment**. DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. The DNRC will verify the claims and check them against the Reports required in Section 9 and the Project Budget provided in Section 5. The DNRC will disburse Grant Agreement funds to the Grantee only upon DNRC's review and approval of the documentation submitted by the Grantee. Reimbursement of Grantee's expenditures will only be made for expenses included in the Project Budget provided in Section 5 that are clearly and accurately supported by the Grantee's records. The Grantee must, prior to any funds being disbursed under this Grant Agreement, provide documentation of the one hundred percent (100%) match requirement for every disbursement request sent to the DNRC for approval and payment. The match requirement may be met by contributing cash, in-kind and/or donated contributions committed to the project. Before final disbursement will be made by the DNRC to the Grantee, the DNRC Regional Urban Forester must approve the completed project on the Project Inspection Form and must submit the said form along with the Project Report Form, to the DNRC Liaison, pursuant to Section 9, Reports.

The DNRC will withhold ten percent (10%) of the total authorized grant agreement amount until the project tasks outlined in Section 4 Project Scope and the Final Report required in Section 9 are completed by the Grantee and approved by the DNRC.

Total payment for all purposes under this Grant Agreement shall not exceed Twelve Thousand Seven Hundred Eighty and no/100 Dollars (\$12,780.00).

No funds will be made available under this Grant Agreement until all co-sponsor(s), if any, matching grant and loan funds have been committed to the project. The Grantee must, prior to any funds being disbursed under this Grant Agreement, provide documentation of these commitments to the DNRC.

DNRC may, at its sole discretion, terminate or reduce the scope of this Grant Agreement if available funding is reduced for any reason.

**SECTION 9. REPORTS.** A final Report that details the project status, results, accomplishments and financial status will be submitted to DNRC liaison by the Grantee for approval upon project completion. Final disbursement of Grant Agreement funds is contingent upon DNRC's receipt and approval of the final Report and DNRC Regional Urban Forester Project Inspection Form. A copy of the Project Report Form is available to download on the following webpage:

*<http://dnrc.mt.gov/forestry/Assistance/Urban/grants.asp>*

The deadline for submitting the Project Report Form is **thirty (30)** days after the termination date provided for in Section 2, Term. Grantee understands that if the Project Report Form is not provided to DNRC within **thirty (30)** days after the termination date provided in Section 2, Term, that DNRC may elect to not make payment under the terms of this Grant Agreement. Furthermore, failure by Grantee to provide the Project Report Form(s) to the DNRC liaison as required herein may cause the DNRC to terminate this Grant Agreement.

The DNRC shall, if necessary, provide the Grantee with further instructions regarding the required reporting format and other specific reporting requirements when such requirements are

mandated by the Federal and/or State government(s). These new reporting requirements will be provided in writing to Grantee and will be added to the terms of this Grant Agreement via an amendment should Grantee and the DNRC agree to those terms. The foregoing notwithstanding, Grantee must comply with the terms of any future reporting requirements that do not differ materially from those required by this Grant Agreement.

**SECTION 10. RECORDS AND AUDITS.** The Grantee must maintain appropriate and adequate records showing complete entries of all receipts, disbursements and other transactions relating to this Grant Agreement for three (3) years after the later of either the final Grant Agreement payment, or the termination or the expiration of this Grant Agreement. The DNRC, the Montana Legislative Audit Division or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents that the Grantee maintains under or during the course of this Grant Agreement to ensure compliance with its terms and conditions.

**SECTION 11. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The DNRC or its agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Grant Agreement, including the adequacy of records and accounts.

Because the funds awarded under this Grant Agreement come from public funds, public access to the project site and project records must be available. The Grantee shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

**SECTION 12. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.** The project is for the benefit of the Grantee. The DNRC is not an owner or general contractor for the project and the DNRC does not control the work activities or work-site of the Grantee or any contractors that might be engaged by the Grantee for completion of the project. The Grantee is independent from and is not an employee, officer or agent of the DNRC. The Grantee, its employees and contractors, are not covered by the Workers' Compensation laws applicable to the DNRC as an employer. The Grantee is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

**SECTION 13. COMPLIANCE WITH APPLICABLE LAWS.** All work must be done in accordance with all federal, state and local laws, statutes, rules and ordinances. It shall be the Grantee's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes. DNRC's signature on this Grant Agreement does not guarantee the approval or issuance of any permits, licenses or any other form of authorization to take action for which Grantee must apply with DNRC or any other government entity and submit to DNRC to fulfill the terms of this Grant Agreement.

**SECTION 14. INTELLECTUAL PROPERTY – GOVERNMENT RIGHT TO USE.** Any graphic material developed under this Grant Agreement may be copyrighted with the proviso that the State of Montana and the USFS will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes. The Grantee must consult with DNRC regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant Agreement.

**SECTION 15. FAILURE TO COMPLY.** If the Grantee fails to comply with the terms and conditions of this Grant Agreement, the DNRC may terminate this Grant Agreement and refuse additional disbursements of grant funds. Such termination will become a consideration in any future application for grants under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended.

**SECTION 16. ASSIGNMENT AND AMENDMENT.** The Grantee may not assign, transfer, or subcontract any portion of this Grant Agreement without DNRC's express written consent (Section 18-4-141, MCA). Amendments will be attached as an integral component of this Grant Agreement. This Grant Agreement may be terminated by the mutual written consent of both parties. If this Grant Agreement is terminated, the Grantee may not submit claims for reimbursement beyond the mutually agreed to termination date.

**SECTION 17. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Grant Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

**SECTION 18. AGREEMENT RENEWAL.** This Grant Agreement may, upon mutual agreement between the parties and according to its terms be extended.

**SECTION 19. INDEMNITY AND LIABILITY.** Grantee agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence, intentional acts, or failure by Grantee and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Grant Agreement.

Grantee hereby agrees to defend, indemnify and hold harmless the DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Grant Agreement or the results of this Grant Agreement, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Grantee or any of its employees. This Grant Agreement is not intended to relieve a liable party of financial or legal responsibility.

**SECTION 20. INSURANCE REQUIREMENTS.**

**General Requirements:** The Grantee shall maintain for the duration of this Grant Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Grantee, agents, employees, representatives, assigns, or contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Specific Requirements for Commercial General Liability:** The Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or contractors.

This Grant Agreement consists of pages 1-8, plus Appendix "A" Form AD-1048, Appendix "B" Standard Form 424B, Appendix "C" UCF Bid Solicitation Verification Form, Appendix "D" Program Development Project Proposal, Appendix "E" Grant Application Addendum and Appendix "F" Additional Requirements to Proposal. An additional form, the Project Report Form that the Grantee is required to submit to the DNRC with the Grantee's disbursement request can be found at this webpage: <http://dnrc.mt.gov/forestry/Assistance/Urban/grants.asp>.

The Grantee hereby accepts this Grant Agreement according to the above terms and conditions.

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Grantee or Grantee's Authorized Representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
DNRC Authorized Representative

\_\_\_\_\_  
Printed name

Appendix A

Form AD-1048 (1/92)

**U. S. DEPARTMENT OF AGRICULTURE**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE	
SIGNATURE(S)	DATE

## Appendix A

Form AD-1048 (REVERSE)

### *INSTRUCTIONS FOR CERTIFICATION*

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## Appendix B

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED  <b>December 7, 2012</b>



Appendix D

Montana Department of Natural Resources and Conservation (DNRC)  
2013 Urban Forestry Grant Application

COMMUNITY Billings, Montana		DUNS NUMBER 011140626	FEDERAL TAX ID NUMBER 81-6001237
COMMUNITY ADDRESS 390 North 23 <sup>rd</sup> St		CITY/TOWN Billings	STATE MT ZIP 59101
PRINCIPAL REPRESENTATIVE (person DNRC will utilize as primary contact) Fred Bicha		TITLE City Forester	
PRINCIPAL REP ADDRESS (if same as above, leave blank)		CITY/TOWN	STATE ZIP
PHONE (DAYTIME) 406-237-6227	FAX 406-247-8679	EMAIL bichaf@ci.billings.mt.us	
OTHER IMPORTANT CONTACTS: List by name, title, and contact information (phone, email)			
TOTAL REQUEST AMOUNT (maximum request \$20,000) \$16,782.50		TREE CITY USA in 2011? (Y/N) Yes 28 years	

Use this page as the cover sheet and include separate paper for the Project Narrative. Please use the Budget Calculation sheets provided. This document must be signed and dated by an individual that is legally authorized to act on the community's behalf. Please answer clearly and concisely, and be sure to include all required attachments. Failure to do so will result in disqualification.

**PROJECT NARRATIVE (All of the following elements must be addressed in application)**

- PROJECT DESCRIPTION AND JUSTIFICATION:** Describe the type of project and clearly outline its purpose and goals. Are they in line with federal and state program goals? Explain the ability for this project to solve a problem or meet a need.
- PROGRAM DEVELOPMENT:** How will this project help your community develop or improve a sustainable urban forestry program? Are there long-term benefits as a result of this project?
- PROJECT PERSONNEL:** The personnel should possess the necessary qualifications or expertise to carry out project & program goals. Please include name, title/qualification, project role, and level of involvement. A *community representative* will also be required to view a presentation on grants administration led by DNRC. Please identify this person in this section.
- LEVERAGING LOCAL SUPPORT & OUTREACH:** Please include any planned activities with volunteers and/or public education related to this project. Identify any partners (other agencies, groups, etc.) that will be involved.
- PROJECT WORK PLAN AND SCHEDULE:** Provide a work plan/schedule for completing each activity and timetable for completion with start and finish dates. Assume that tree planting & maintenance projects have until June 15<sup>th</sup>, 2013; other projects have until September 30<sup>th</sup>, 2013.
- PROJECT MONITORING & FOLLOW UP:** How will you measure this project's success? Will there be future monitoring efforts following the completion of this grant project? For any tree planting, maintenance, or removal projects, attach a 3-year maintenance plan (example at <http://dnrc.mt.gov/Forestry/Assistance/Urban/Grants.asp>)
- TREE OR VEGETATION ORDINANCE:** Does your community currently have an ordinance (Y/N)? If yes, please affirm the date that your ordinance was adopted. You do not need to attach your ordinance; however, this document should be available upon request.

*I certify that the community/organization listed above has the approval of the local government to conduct this project.*

PRINCIPAL REPRESENTATIVE: Name, Signature Fred Bicha 

AUTHORIZED COMMUNITY OFFICIAL: Name, Title, Signature Fred Bicha, City Forester, 

## Appendix D

### 1. *Project Description and Justification:*

The City of Billings, Montana Urban and Community Forestry Program would like to request a Program Development (PD) grant from the Department of Natural Resources and Conservations (DNRC). Through this grant several goals of the State of Montana Forest Resource Strategy can be met as we work towards a more sustainable urban forest here in Yellowstone County. Through the state resource strategy Yellowstone County has been identified as having a high potential for improving air quality and conserving energy.

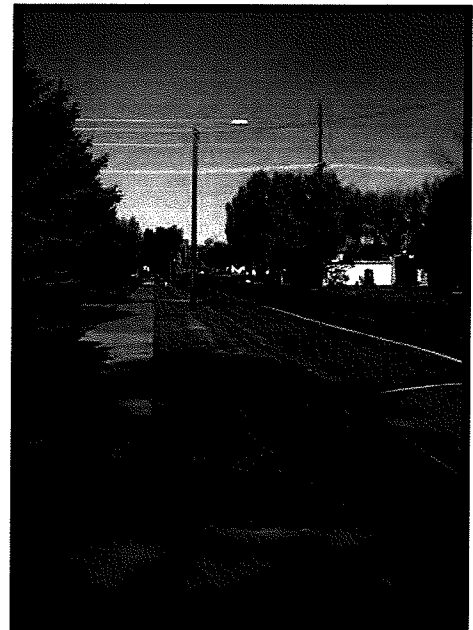
Through the 2013 PD grant three core projects have been identified that will boost the UCF program and lead to making Billings a more sustainable resilient urban landscape as well as improve forest diversity, and improve public safety.

#### A. **Software Upgrade**

In 2010 an I-tree inventory was completed of all Billings parks; 8500 trees were identified. In the spring of 2012 implementation of that inventory began. In the past six months over 500 hazardous trees that were identified in that inventory have been abated. Keeping track of this data as well as utilizing it for future planning using the current GIS and I-tree software has been doable but difficult. The purchase of a commercial tree inventory software system specifically designed for tree management will allow for better management of the resource. As the Billings Forestry Program grows from managing park trees to managing other public trees, the tree inventory software will be in place and ready to go.

#### B. **Tree Planting**

The second component of this project is to establish a tree planting initiative, called "Replant the South Side". The goal will be to plant 100 trees along the barren boulevards leading to South Park in addition to planting 50 trees in South Park. Green ash account for the majority of trees in South Park, all around 50-60 years of age. These trees have been hit severally by Oyster Scale the last couple years, defoliating the trees to the point of death. Where there are trees along the boulevards leading to South Park the species are comprised of undesirable species such as Black Locust and Siberian Elm that have encroached and are falling apart. The South Side of Billings is one of the more economically suppressed areas of town with a high crime rate. "Replant the South Side" will be an event similar to an Arbor Day event but in the fall. The Billings Arborist Association (BAA) and Parks staff will provide a required tree planting clinic in South Park. Community volunteers will assist neighbors in tree planting. One of the main goals is to have neighbors helping neighbors plant trees. Kathleen Wolf, Ph.D., has shown trees and

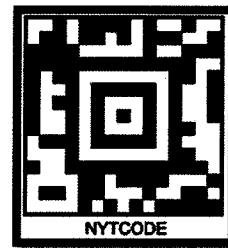


## Appendix D

well landscaped areas can decrease crime by 25-50%. In 2011 10,307 crimes were committed on the South Side of Billings. Can planting 150 trees reduce the South Side crime rate?

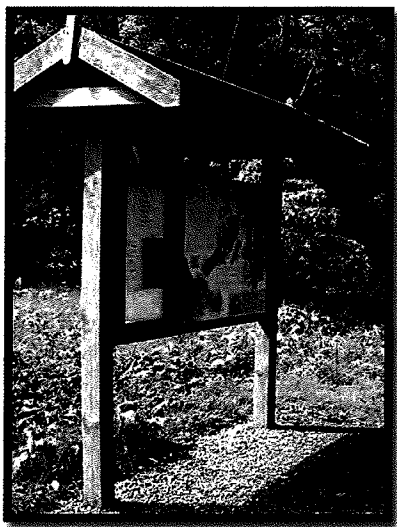
### C. Education

With a comprehensive tree inventory the 3<sup>rd</sup> portion of this project will be to select three Billings Parks and place educational displays identifying tree species within the parks. Benefits provided by trees will be discussed as well as QR codes that can be scanned by smart phones that will lead the reader to more education on the trees, insect and disease issues, and tree benefits.



### 2. Program Development:

One of the first steps toward developing a sustainable UCF program is having a comprehensive tree inventory program in place. With inventory software in place the forestry crew can manage day to day tasks as well as plan for the future. After the inventory the next step will be having a management plan completed that will provide guidance and direction for the future.



Through "Replant the South Side" 150 trees will be planted in one day. These trees will provide citizens hundreds of thousands of dollars in benefits over their lifetime. This event will raise awareness about UCF and the importance of trees. Also completing a project of this scale will help build community credibility for the future of the forestry program.

The placement of educational signs concerning trees in three of Billings' parks will possibly be viewed by millions over the years. The public will be more aware of the benefits and challenges of trees.

### 3. Project Personnel:

Billings City Forester, Fred Bicha will oversee the entire project from start to finish. Jim Flott with Community Forestry will be brought in to aid in converting the present tree inventory to the Tree Works program. Billings GIS personnel will be involved in the process.

"Replant the South Side" will involve the largest personnel. In addition to South Side neighbors, Billings Parks and Rec staff will be involved in the planning and follow-up after care of the trees. Montana State University Billings (MSUB) students, the Billings South Side Task Force, BAA as well as larger companies like Wells Fargo & GE will be asked to be major volunteers. Home Depot and Lowes will be asked to participate by donating materials.

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The educational displays will be built and put in place by the Billings Parks and Recreation Staff.

#### 4. Leveraging Local Support & Outreach

It is hoped through having a comprehensive tree inventory program that information derived from the program can be used to garner support for the future Urban Forestry Program as well as assist in managing current trees.

“Replant the South Side” will approach box stores such as Home Depot, Wal-Mart, and Lowes for support. Volunteers from GE and Wells Fargo have worked on similar projects in the past and will be invited to participate. One lateral goal of this project is to begin a dialog with MSUB students and faculty with the hope that the 2<sup>nd</sup> Montana Tree Campus USA might be in Billings, Montana. “Replant the South Side” will correspond to Freshman MSUB students fall volunteer day. All media outlets will be invited to participate in the event.

The City of Billings has parks that receive over a million visits per year. Placing educational displays in three of Billings Parks will provide tree education for years to come.

Articles throughout the project will be written and distributed to media outlets. Tree applications and information about the project will be placed on the City Parks and Recreation website. City officials and council will be educated about the project in an effort to communicate information about the project to City residents.

#### 5. Project Work Plan & Schedule:

- As soon as grant is awarded-- Order Tree Works Software and convert old inventory
- January 30<sup>th</sup>, 2013 -- spring tree order sent out to three nurseries for bids
- March 1<sup>st</sup>, 2013 -- Send letter to South Side residents explaining the program and garnering interest
- Early spring, 2013 -- Receive and heal in trees
- April 1<sup>st</sup>, 2013 -- Mail out tree applications
- August 1<sup>st</sup>, 2013 -- Line up volunteers
- First Saturday in September, 2013 -- “Replant the South Side” event held in South Park

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- September 14<sup>th</sup>, 2013 -- Paperwork turned into the DNRC

### 6. Project Monitoring & Follow-up:

Throughout the project DNRC personnel will be kept up to date on project progress. Parks personnel will attend all DNRC grant training.

The tree inventory data will be updated each day in the field as well as the office. Data will be made available to anyone wanting to see it. By utilizing the same program as other Montana communities it is hoped that data can be used to give a whole state picture of the urban forest.

Every effort will be made to pass on the maintenance of the newly planted trees to the adjacent land owner, through contracts and door hangers. However as we all know that is not always effective. Currently we have roughly 500 smaller trees in the Billings Parks System that are watered throughout the summer months. These 150 trees will



be added to that cycle for the next three years following planting. A moisture meter will be used to determine if water is needed. Records will be kept on the survivability, success and failures that will be made available to other communities wanting to take on a similar project. With a benchmark in place for crimes on the South Side, Parks staff will periodically monitor to see if crime rate is actually affected by trees.

The educational displays will be monitored throughout the year for vandalism and general repair. By using a Plexiglas cover if they are graffitied or vandalized it will be easily replaced or cleaned.

### Tree Maintenance Schedule

Year 1														
Activity	Description of Service	Material	J	F	M	A	M	J	J	A	S	O	N	D
Mulching		Wheelbarrow each tree					X							
Watering		Water truck						X	X	X				
Inspection	Inspect while mulching						X							
Update Inventory	Map when mulching						X							

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Year 2														
Activity	Description of Service	Material	J	F	M	A	M	J	J	A	S	O	N	D
Small Tree Training	150 trees x 10 mins/tree= 3 days of pruning						X							
Mulching		Wheelbarrow each tree					X					X		
Watering		Water truck						X	X	X				
Inspection	Inspect while pruning						X							
Remove tree hardware	Remove while watering							X						
Year 3														
Activity	Description of Service	Material	J	F	M	A	M	J	J	A	S	O	N	D
Small Tree Training	150 trees x 10 mins/tree= 3 days of pruning						X							
Mulching		Wheelbarrow each tree					X					X		
Watering		Water truck						X	X	X				
Inspection	Inspect while pruning						X							

7. Tree or Vegetation Ordinance: Yes Billings has a Tree Ordinance adopted in 1967.

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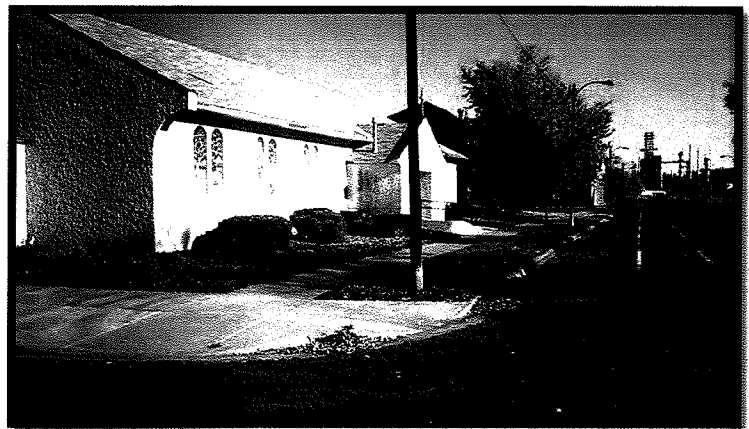
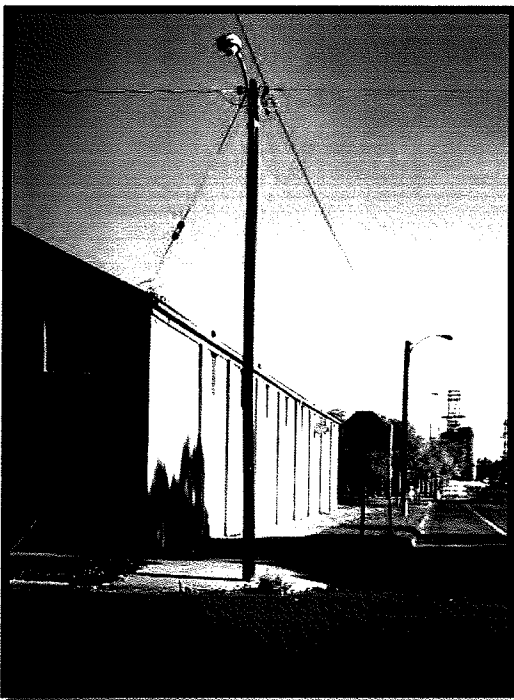
**BUDGET CALCULATION FORM**

<b>PROJECT EXPENSES</b>	<b>QUANTITY/HOURLY RATE OR PIECE RATE</b>	<b>GRANT FUNDS REQUESTED (A)*</b>	<b>APPLICANT CASH MATCH (B)</b>	<b>\$ VALUE OF DONATED AND IN-KIND (C)</b>	<b>TOTAL A + B + C</b>
<b>PERSONNEL EXPENSES (SALARIES/WAGES/BENEFITS)</b>					
*Requested grant funds <u>cannot</u> be used for regular personnel costs of city/town employees. However, forestry student interns or summer forestry apprentice costs can be included as grant funds.					
City Forester administration of project	120 hrs x \$30/hr			\$3,600.00	\$3,600.00
Parks seasonal staff to help with planting	3 peps x 16 hrs x \$10/hr			\$480.00	\$480.00
Park Maintenance staff to build and put up displays	16hrs x \$25/hr			\$400.00	\$400.00
Volunteers to plant trees	100 vol, 6 hrs x \$10/hr			\$6,000.00	\$6,000.00
<b>TOTAL PERSONNEL EXPENSES</b>				<b>\$10,480.00</b>	<b>\$10,480.00</b>
<b>OPERATING EXPENDITURES (TRAVEL, SUPPLIES, RENTALS, ETC.)</b>					
Tree Works TM	Professional	\$7,000.00			\$7,000.00
Arc Pad	Software	\$665.00			\$665.00
150 Trees @ wholesale cost	150 trees x \$80/ piece whole sale	\$12,000.00	\$4,000.00		\$12,000.00
Stakes	2 stakes/tree x \$4/stake		\$1,200.00		\$1,200.00
Tree straps	1 strap/tree x \$1/strap			\$300.00	\$300.00
Mulch	\$3/tree x 150			\$450.00	\$450.00
Materials for displays	3 displays x \$578.00	\$1,777.00	\$777.00		\$1,554.00
Postage, printing and mailing supplies				\$200.00	\$200.00
Printing large maps & laminating	3 maps and laminating		\$100.00		\$100.00
<b>TOTAL OPERATING EXPENSES</b>		<b>\$16,442.00</b>	<b>\$6,077.00</b>	<b>\$950.00</b>	<b>\$23,469.00</b>
<b>CONTRACTED PROFESSIONAL SERVICES (NEEDS PRIOR APPROVAL)</b>					
Community Forestry Consulting	Converting i-tree data to TW	\$1,000.00	\$1,000.00		\$2,000.00
<b>TOTAL CONTRACTED SERVICES</b>		<b>\$1,000.00</b>	<b>\$1,000.00</b>		<b>\$2,000.00</b>
<b>TOTAL PROJECT EXPENDITURES</b>		<b>\$17,442.00</b>	<b>\$7,077.00</b>	<b>\$11,430.00</b>	<b>\$35,949.00</b>

**IMPORTANT NOTE: UPON REQUESTING REIMBURSEMENT, ALL EXPENDITURES (INCLUDING CASH, DONATIONS AND IN-KIND CONTRIBUTIONS TO BE APPLIED TO 100% MATCH) MUST BE SUBSTANTIATED WITH PROOF OF PAYMENT.**

FEDERAL FUNDS MAY NOT BE USED FOR APPLICANT CASH, DONATED AND/OR IN-KIND CONTRIBUTIONS.

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## Appendix D

### Crime & Fear

There are two conflicting outlooks towards city trees and vegetation. On one hand, a natural landscape is believed to promote healing and renewal. On the other hand, the presence of vegetation is implicated as a screen for criminal activity. This article addresses the second perspective and summarizes the research findings on the relationship between urban vegetation and crimes, aggressive behavior, and safety. The science findings are not conclusive and even may appear inconsistent or conflicting, yet certain patterns and relationships appear across many studies.

### Fast Facts

- There are, on average, about 3,800 crime victims per 100,000 population in the U.S. each year.<sup>1</sup>
- Among minor crimes, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces.<sup>4</sup>
- Public housing residents with nearby trees and natural landscapes reported 25% fewer acts of domestic aggression and violence.<sup>5</sup>
- Public housing buildings with greater amounts of vegetation had 52% fewer total crimes, 48% fewer property crimes, and 56% fewer violent crimes than buildings with low amounts of vegetation.<sup>2</sup>
- Studies of residential neighborhoods found that property crimes were less frequent when there were trees in the right-of-way, and more abundant vegetation around a house.<sup>6,7</sup>
- In a study of community policing innovations, there was a 20% overall decrease in calls to police from the parts of town that received location-specific treatments. Cleaning up vacant lots was one of the most effective treatment strategies.<sup>12</sup>
- Vegetation can be managed to create a reassuring environment, reduce fear, and increase citizen surveillance and defensible space. Principles of Crime Prevention Through Environmental Design (CPTED) suggest how to achieve safer places.

### Contents:

[> City Green & Crime > Crime Facts \\* Minor Crimes \\* Aggression and Violence \\* Serious Crimes \\* Community Policing \\* More Studies > Fear Factor \\* Views and Visibility \\* Manage for Crime Prevention > Being Mindful \\* Defensible Space and Territoriality \\* Surveillance \\* Community Cohesion \\* Mental Health > Conclusions > References](#)

*cite: Wolf, K.L. 2010. Crime and Fear - A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu). College of the Environment, University of Washington.*