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FILE NO. 991-2025-A

SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** ("ODNR"), acting through its **DIVISION OF FORESTRY**, with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **THE CITY OF CLEVELAND** (UEI # YNBRX833CQK6), which is located at 750 East 88th Street, Cleveland Ohio 44108-1285 USA. **("Subrecipient")**.

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of a Federal Financial Assistance Award, awarded through USDA Forest Service, Eastern Region, State and Private Forestry. This grant is identified by Federal Award Identification Number (FAIN) 23-DG-11094200-373, which became effective on September 19, 2023, with a total award amount of $2,319,178.00, and an approved indirect rate of 19.09%. This grant is made under Assistance Listing Number 10.664 Cooperative Forestry Assistance Program. This Agreement is a subaward of that grant.

Total Award Committed to Subrecipient: **$48,066.00**

Total Award Obligated for this Action: **$48,066.00**

Cumulative Award Total Obligated (including this action and all prior actions): **$48,066.00**

Subrecipient is an applicant who submitted a grant proposal to ODNR for this grant program. Under R.C. § 1501.01, ODNR may provide federal pass-through grants to eligible applicants for natural resource digital data base development for land use planning and other resource management activities. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: provide funds to conduct young tree training and establishment for the 2,000 trees previously planted in 2020 and 2021.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient a Federal Financial Assistance Award grant subaward not to exceed **$48,066.00** for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in the attached Exhibit A-Scope of Work and Budget ("Exhibit") (the "Project"). Subrecipient agrees to contribute **$48,066.00** (50+%) as matching funds, including cash and in-kind contributions.

2. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Exhibits, program guidelines, and the project application/proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR such reports and documents as required by ODNR and 2 CFR §200.330; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; and (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Exhibits, unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after the completion of the Project.

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3. **Notice.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Subrecipient Contact:	ODNR Program Contact:	ODNR Federal Contact:
Jennifer Kipp Urban Forestry Manager City of Cleveland 750 East 88th Street Cleveland, Ohio 44108-1285 216-664-2388 jkipp@clevelandohio.gov	Carrie Morrow Urban Forestry Coordinator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6509 carrie.morrow@dnr.ohio.gov	Kelsey Bradley Program Administrator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6689 Kelsey.bradley@dnr.ohio.gov

4. **Research and Development.** Grant funds shall not be used for research and development.

5. **Indirect Costs.** Grant funds are not authorized for indirect costs.

6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective July 1, 2024. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. The Project shall be completed by May 31, 2025 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. This Agreement shall terminate on May 31, 2025, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.

7. **Budget Period.** The budget period for this Agreement is July 1, 2024 through May 31, 2025.

8. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR. If appropriations are approved, ODNR may continue this Agreement past the current biennium by mutual written agreement between the parties.

9. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.

10. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.

11. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.

12. **Nondiscrimination in Employment.** Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient, shall comply with all federal and Ohio statutes, executive orders, and regulations implementing 42 U.S.C. Part 2000(d), Title IV of the Civil Rights Act of 1964 and R.C. Chapter 4112, prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available for work related to the Project. Subrecipient further agrees that Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

    Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall comply with Ohio and federal statutes, executive orders, and regulations to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all orders, requests, and directions from the State of Ohio and federal agencies pertaining to the enforcement of the aforementioned nondiscrimination laws.

13. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

14. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

15. **Prevailing Wage.** Pursuant to Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), if applicable, Subrecipient shall require that all contractors pay the prevailing wage rate of the locality on all work performed on the Project. Subrecipient and any of its contractors shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), including making the required reports to the prevailing wage coordinator.

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16. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

17. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.

18. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

19. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: www.ecfr.gov.

20. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.

21. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

22. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).

23. **Records Retention**. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.

24. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.

25. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.

26. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.

27. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or the Governor's campaign committees.

28. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

29. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

30. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.

31. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.

32. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall

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comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.

33. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees 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).

35. **Trafficking In Persons.** Subrecipient shall not: (i) engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (ii) procure a commercial sex act during the period of time that the subaward is in effect; or (iii) use forced labor in the performance of the subaward, pursuant to section 106(g) of the federal Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

36. **Federal Single Audit Requirement.** Subrecipient shall comply with the federal single audit requirements in 2 CFR 200.501.

37. **In-Kind Match.** If applicable, Subrecipient shall comply with 2 CFR 200.306 when using in-kind contributions as matching funds for this Project.

38. **Independent Capacity of Subrecipient.** The parties agree that the Subrecipient, and any agents or employees of the Subrecipient, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio for any purpose. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

39. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.

40. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.

41. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially

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enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

42. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

43. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

44. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

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Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT

CITY OF CLEVELAND

Signed by:
By: Jennifer Kipp
026819D79D924AE...

Printed Name: Jennifer Kipp

Title: Manager of Urban Forestry

Date: December 19, 2024

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FORESTRY

Signed by:
By: Daniel Balser
A0D160D46FE8408...

Printed Name: Daniel Balser

Title: Chief, ODNR Division of Forestry

Date: December 22, 2024

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AMENDMENT NO. 01
TO THE SUBRECIPIENT GRANT AGREEMENT
BETWEEN THE OHIO DEPARTMENT OF NATURAL RESOURCES
AND CITY OF CLEVELAND

WHEREAS the Ohio Department of Natural Resources ("ODNR") and City of Cleveland entered into a Subrecipient Grant Agreement dated December 22, 2024, for the purpose of young tree training on trees in the community (the "Agreement"); and

WHEREAS both parties desire to extend the termination date which will result in extending the Termination Date to November 30, 2025.

NOW THEREFORE, in consideration of the mutual benefits to be derived and respective obligations assumed, ODNR and City of Cleveland agree to this Amendment No. 01 to modify the Subrecipient Grant Agreement as follows:

Paragraph 6 is deleted and replaced with the following:

6. Period of Performance. Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of July 1, 2024. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. The Project shall be completed by November 30, 2025, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. This Agreement shall terminate on November 30, 2025, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.

Paragraph 7 is deleted and replaced with the following:

7. **Budget Period.** The budget period for this Agreement is July 1, 2024, through November 30, 2025

All other terms and conditions of the Agreement not modified herein shall remain in full force and effect.

Each party is signing this Amendment on the date stated below that party's signature.

SUBRECIPIENT

CITY OF CLEVELAND

By: Signed by: Jennifer Kipp 028819D79D924AE...

Printed Name: Jennifer Kipp

Title: Manager of Urban Forestry

Date: May 12, 2025

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FORESTRY

By: Signed by: Daniel Balser A0D160D46FE8408...

Printed Name: Daniel Balser

Title: Chief, ODNR Division of Forestry

Date: May 14, 2025