



**CLEVELAND TREE COALITION GRANT PROGRAM
OCTOBER 2024 PROJECT AGREEMENT
between
Western Reserve Land Conservancy
and**

INTRODUCTION

This project agreement (“**Project Agreement**”) is entered into on this _____ day of _____, 20____ (the “**Effective Date**”), by and between Western Reserve Land Conservancy, fiscal agent for the Cleveland Tree Coalition (“**CTC**”), located at 3850 Chagrin River Road, Moreland Hills, OH 44022 and (hereinafter referred to as “**Organization**”), located at _____, in support of the Cleveland Tree Coalition Grant Program (hereinafter referred to as “**Program**”) in Cuyahoga County.

Both Western Reserve Land Conservancy and the Organization agree to the terms and conditions described in this Project Agreement and Appendices and are collectively referred to as the “**Parties**”. Attachments included as part of the Appendices are incorporated herein and made a part hereof as if fully rewritten herein.

PURPOSE

Whereas, the CTC established funding to provide support for the Program for the purpose of investing funds for reforestation efforts in the City of Cleveland; and

Whereas, pursuant to the Program, the Organization will complete _____ (hereinafter referred to as “**Project**”); and

Whereas, Western Reserve Land Conservancy, as fiscal agent for the CTC, desires to make an award to the Organization to complete said Project (the “**Award**”); and

Whereas, the Parties desire to enter into this Project Agreement to govern their respective obligations under the Program with respect to the Award;

Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

EFFECTIVE DATE AND TERM

The term of this Project Agreement shall be for the period beginning on the Effective Date and end on December 31, 2025. The term of the Project Agreement may be extended by mutual agreement of the Parties hereto in writing, least thirty (30) days before the contract expires.

The Project Agreement must be executed and returned within **thirty (30) days** of receipt. Failure to return a signed Project Agreement within the thirty (30) day timeframe will forfeit the Award, thus allowing the funds to be reallocated to another awardee.

MONITORING OF PROJECTS

The CTC will monitor all stages of the project development implementation for grant-funded projects.

Therefore, the CTC will:

- Review and approve all planting and maintenance plans (see Attachment E) prior to the commencement of planting activities; review planting specifications with the planting crew and crew supervisor; and
- Verify planting locations; and
- Observe the planting activities, or a portion thereof.
- For Project monitoring, contact Sara Tillie at stillie@wrlandconservancy.org.

Reimbursement for planting activities **will not occur** until Western Reserve Land Conservancy has verified satisfactory performance with the Organization that:

- Proper planting techniques occurred (see Attachment D);
- Planting specifications were followed, including providing notice of plantings at least one week in advance;
- The CTC approves the final report submitted along with the reimbursement request.

FUNDING & COMPENSATION

The Organization acknowledges that funding for the completion of the Project was awarded to the Organization through a competitive grant application process conducted by members of the Executive Committee of the CTC. Further, the Organization acknowledges that the Award provided by the CTC is a reimbursement grant Award where the entity must first expense the cost and seek reimbursement of expenses paid. It is expressly understood and agreed that in no event will the total amount to be paid hereunder exceed the maximum sum of \$ _____ for the Project (the "**Project Award**").

REIMBURSEMENT & REPORTING

- A. Project Workplan. The Organization must provide an overview of the work and deliverables for the Project in the Organization's attached Workplan. In order to be reimbursed, Western Reserve Land Conservancy and the CTC require the following:
- Detailed Project Workplan submitted with this Project Agreement (see Detailed Workplan Template in Attachment A); and
 - A final report detailing the completed project in order to close out the grant, which must include information regarding the percentage of trees that are alive and established one (1) year after planting.
 - The Organization agrees to include approved signage at all planting locations funded by the Award, recognizing the CTC Award. The Organization will also acknowledge CTC and the Award in all publications and media, as appropriate.
 - The Organization will complete an annual survey from CTC that will be provided via email.
- B. Request for Reimbursement. Project Award payments will be made on a reimbursement basis. Applicants will complete and submit the CTC Grant Program Reimbursement Form (see Attachment B), a Final Report (see Attachment C) and an invoice, based on the Project Workplan for reimbursement. Failure to pay creditors for activities and equipment

specified in the Project Workplan description and budget, or failure to disburse funds for their authorized use constitutes a violation of the Project Agreement terms.

- Send all reimbursement requests and reports via email to Sara Tillie at stillie@wrlandconservancy.org. Identify the Project name specific to the Organization's grant and reimbursement in the subject line.

- C. Establishment and Maintenance of Records. Records shall be maintained with respect to all matters covered by this Project Agreement. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Project Agreement.
- D. Worker's Compensation. The Organization assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Organization agrees to follow federal, state and local regulations pertaining to any employees the Organization may use to provide services under this Project Agreement.

PROJECT AGREEMENT TO REMAIN IN COMPLIANCE WITH CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES AS CONTINUING COMMITMENTS OR VERIFICATION

The Organization shall ensure that all of its certifications, representations, and warranties under this Project Agreement shall remain true throughout the duration of the Project Agreement as if they are continuing commitments, and it shall immediately notify Western Reserve Land Conservancy in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, Western Reserve Land Conservancy has the unequivocal right to review and audit the Organization's continuing certifications, representations, and warranties.

During the performance of this Project Agreement, the Organization agrees to itself, its assignees, sub consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of Western Reserve Land Conservancy, including but not limited to equal employment and other non-discrimination requirements, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Project Agreement.

The Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Organization, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for the Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Project Agreement. For breach or violation of this warranty, Western Reserve Land Conservancy shall have the right to annul this Project Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, or contingent fee.

CHANGES

- A. Western Reserve Land Conservancy may, from time to time, permit changes in the Project Workplan and/or this Project Agreement for the work to be performed hereunder. Any such changes shall be incorporated in written amendments to this Project Agreement signed by the Parties.

- B. Western Reserve Land Conservancy may, upon its own initiative or upon that of the Organization, authorize changes in the time of performance. As a condition precedent to the authorization of such change, Western Reserve Land Conservancy shall have determined that the Organization has exhibited good faith in the performance of the Project Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Project Agreement. The Organization and Western Reserve Land Conservancy, in writing, shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Project Agreement signed by the Parties.

PERSONNEL

- A. The Organization represents that it has or will secure, at its own expense, all personnel required in performing the services under this Project Agreement.
- B. All of the services required hereunder will be performed by the Organization, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

ASSIGNABILITY

The Organization shall not assign any interest in this Project Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of Western Reserve Land Conservancy thereto.

DEFAULT; TERMINATION OF AGREEMENT

If the Organization breaches any of its representations under this Project Agreement or fails to perform any of its obligations at any time prior to the end of the Term or is in default under any other condition of this Project Agreement for a period of thirty (30) days after the date of Western Reserve Land Conservancy's written notice to the Organization, Western Reserve Land Conservancy may, at its sole option, terminate this Project Agreement and will be under no further obligation to disburse any funds remaining under the Award. The Organization shall be required to return any funds that may have been advanced during the thirty (30) day period that the notice was issued. If the Project Agreement is terminated as a result of a default by the Organization, the Organization shall not be eligible to apply for a grant or loan under any subsequent round of the Program.

TERMINATION FOR CONVENIENCE

In addition to any other rights Western Reserve Land Conservancy may have at law or under this Project Agreement with respect to cancellation or termination, Western Reserve Land Conservancy may, without cause, terminate this Project Agreement in whole or in part, if Western Reserve Land Conservancy determines that a termination is appropriate for its convenience. Western Reserve Land Conservancy shall give the Organization at least thirty (30) days' notice in writing from Western Reserve Land Conservancy to the Organization.

GENERAL TERMS OF UNDERSTANDING

The general terms of this Project Agreement are outlined below.

- A. Any notice or communication required or permitted under this Project Agreement shall be sufficiently given in writing delivered in person or by U.S. mail, to the following:

***Western Reserve Land Conservancy
812 Huron Road East, Suite 840 Cleveland, OH 44115
Attention: Sara Tillie, Director of the Cleveland Tree Coalition***

Email: stillie@wrlandconservancy.org

- B. In the event of any dispute or disagreement between Western Reserve Land Conservancy and the Organization, with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
1. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute; and
 2. No formal action for such dispute may be commenced by the Parties until either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 3. The rights and obligations of the Parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.
- C. This Project Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- D. In the event that any provision of this Project Agreement is deemed to be severable or invalid, and if any term, condition, phrase or portion of this Project Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties.
- E. Neither party to this Project Agreement may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- F. This Project Agreement constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Project Agreement desire or intend that any implementing contract or other agreement entered into between the Parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this Project Agreement.
- G. By entering into this Project Agreement, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Western Reserve Land Conservancy and the Organization may be executed by electronic means, and that the electronic signatures affixed by Western Reserve Land Conservancy and/or the Organization to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This Project Agreement is hereby agreed, acknowledged and executed by the duly authorized representatives below.

**Western Reserve Land Conservancy, as Fiscal
Agent for Cleveland Tree Coalition**

Name: _____ Robert B. Owen
Its: Assistant Secretary

Its: _____

Date

Date

GRANT PAYMENT TRACKING: (Organization to complete)

a. Original Grant Award Amount	
b. Reimbursement Amount Received to Date	
c. Available Grant Amount	
d. AMOUNT OF THIS REIMBURSEMENT REQUEST	
e. Any Outstanding Reimbursement Request	
f. Balance of Grant Funds Available (c minus d+e)	

AUTHORIZED SIGNATURE:

By:

Its:

ATTACHMENT B

Cleveland Tree Coalition Grant Program Final Report

APPLICANT:	
PROJECT NAME:	

FINAL REPORT:

(Provide a brief project description, summary of project deliverables, number of trees, species and address of trees planted)



* Please attach a planting plan or planting specifications if applicable.

ATTACHMENT C

Cleveland Tree Coalition Grant Program Planting Specifications

1. All trees will be planted to the International Society of Arboriculture (ISA) [tree planting standard](#).
 - a. The tree's root flare will be flush with the finished grade of the soil.
 - b. Soil will be lightly tamped (NOT compacted) to hold tree in place.
 - c. All trees will be watered immediately after planting to settle the soil.
2. All nursery equipment, including burlap, bamboo stakes, tree tags, and wire caging, will be completely removed prior to planting.
3. Tree planting holes must be at least two times the width of the root ball.

4. Tree shall be mulched properly, with mulch in a ring around the tree. Mulch ring shall be at least 3 ft in diameter, with mulch 3 inches thick all the way around, and no mulch within 3 inches of the trunk of the tree.
5. No roots or branches shall be pruned at time of planting without the supervision and permission of an ISA-certified arborist.
6. All trees will be staked, tied, and protected with a trunk guard at time of planting.
 - a. Trunk guard must be closed and secured to stake in order to prevent buck rub.
7. No grass seed, shrub, or forb shall be planted within the mulch ring of the tree.
8. In the event that mechanical equipment damages the tree irreparably during planting, the Organization will bear the cost of replacing and replanting the tree.
9. Failure to follow these specifications will result in reimbursement of funds being denied by the Cleveland Tree Coalition.

ATTACHMENT D

Cleveland Tree Coalition Grant Program Maintenance Specifications

1. All trees must receive 15 gallons of water weekly for their first three watering seasons, which typically begins at the end of May and runs through September.
2. All trees must receive fresh mulch in the spring and fall for their first five years.
 - a. Mulch must be appropriately applied – in a ring around the tree at least 3ft in diameter, 3 inches thick, and 3 inches away from the trunk of the tree.
 - b. Watering can be accomplished with gator bags or tree diapers.
3. Trees must be weeded routinely to prevent weeds and grass from growing in the mulch ring.
4. All trees must be staked and tied for at least the first two growing seasons.

- a. Ties must be adjusted seasonally to prevent girdling and should not be so tight as to prevent the tree from moving in the wind.
5. Trunk guards are required and may not be white plastic, which leaves trees prone to sunscald upon removal.
6. Trees in areas with high deer pressure must be caged with aluminum fencing prior to the rut season (end of October-end of November).
7. Trees that do not survive to establishment must be replaced within one calendar year.

ATTACHMENT E