

Appendix A

Contracts

ACCOUNTING INFORMATION

**THE NATURE CONSERVANCY
CONTRACT FOR SERVICES
(FEDERAL FUNDS)**

Budget Center Name: EPA Partnership LOC

Budget Center #: 122-085-6885

Source of Funds: EPA Grant #GL985156-01-0

THIS IS A CONTRACT BETWEEN THE NATURE CONSERVANCY, ACTING THROUGH ITS:

Conservancy Office/Department: Michigan Natural Features Inventory (MNFI)

Address:

Mason Building, P.O. Box 30444

Lansing, MI 48909-7944

Name and Title of Contact: Judith Soule, Director

Telephone: 517-373-1552

(HEREAFTER “**CONSERVANCY**”) and:

Name of Contractor: Southwest Michigan Land Conservancy

Address: 8135 Cox’s Dr. Suite 106, Portage, MI 49002-5829

Name and Title of Contact: Renee Kivikko

Telephone: 616-324-1600

Social Security or Taxpayer ID #:

ACTING AS AN INDEPENDENT CONTRACTOR (HEREAFTER “**CONTRACTOR**”).

THE CONSERVANCY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. CONTRACTOR’S DUTIES. The Contractor, who represents that the Contractor is qualified and willing to perform the services described below as an independent contractor, shall:

Tasks

1. Provide a minimum of 1200 person-hours on Tasks 2-6, below over the course of the contract.

2. Develop and implement a proactive public outreach program in one or more high priority ecosystems (determined jointly by MNFI and contractor) in southwest Lower Michigan.

- Outreach will focus on the unique natural features (plants, animals, and natural communities) of the area with an emphasis on habitat requirements, key ecological processes, and conservation opportunities and techniques.
- Outreach efforts will include workshops, presentations, and/or demonstration projects for both the general public and targeted landowners.
- Outreach will include (but not be limited to) developing and implementing a proactive landowner contact and education program. This program will target landowners who can have a positive impact on the conservation priorities in the region, and educate them about the unique natural features found on their property.
- Contractor will provide these landowners with information on the unique natural features, protection options, and an opportunity to sign up as a volunteer steward. Volunteer stewards agree to voluntarily protect the unique natural features on their property to the best of their ability.
- Contractor will develop and maintain a comprehensive database to track all contact with targeted landowners in high priority areas, as well as attendance of residents at workshops and presentations.

3. Initiate and build partnerships with other organizations and agencies in southwest Lower Michigan to further the protection of high priority ecosystems.

- Identify and contact other conservation organizations and agencies that are also engaged in the conservation and

- enhancement of their region's natural features.
 - Build partnerships with these groups by attending meetings, sharing information and resources, initiating meetings, and providing assistance when possible.
4. Convene one or more working sessions to identify specific educational materials needed for public outreach.
 - Educational materials should include information on rare animals, plants, natural communities, landscape ecosystems, habitat needs, ecological processes, threats, and management recommendations.
 5. Provide samples of educational materials developed under this contract for outreach, no later than August 31, 2000.
 6. Provide brief progress reports on above tasks by the following dates: October 15, 1999; January 15, 2000; April 15, 2000; July 15, 2000.
 7. Provide a 3 to 10 page final report, in electronic form, due August 31, 2000. Report will summarize all activities related to and the results of Tasks 2 through 4, including (but not limited to) the following elements:
 - a) Discussion of how conservation planning has been incorporated into your organization's operations.
 - i) Have you changed your way of doing business based on the conservation planning process?
 - b) Discussion of conservation planning tools provided by MNFI:
 - i) How useful were they?
 - ii) How have you used them?
 - c) Summary of outreach efforts, i.e., workshops, presentations and/or demonstration projects.
 - i) Number of sessions held
 - ii) Number of attendees
 - iii) Description of highlights of these sessions.
 - d) Evaluation of the success of the land owner contact program. Including:
 - i) number of landowners contacted,
 - ii) number of one-on-one meetings with landowners,
 - iii) number and acreage of conservation successes as a result of the land-owner contact program (including volunteer stewardship agreements, conservation easements, donations, and acquisitions).
 - iv) Sample database records and documentation of number of records in database.
 - e) Discussion of future plans for landowner outreach and education programs.

2. PAYMENTS.

A. Compensation: For all of the services described above and all goods and materials supplied by the Contractor, the Conservancy shall pay the Contractor a total of \$15,000. Payments will be made according to the following schedule:

June 15, 1999 (or upon receipt of fully executed contract) - \$6000

December 15, 1999 - \$3000

March 15, 2000 - \$3000

June 15, 2000 - \$1500

Balance upon receipt and acceptance by MNFI of final report - \$1500

B. Reimbursement: The total reimbursable expenses shall not exceed \$0.00.

C. Terms of Payment: Payments will be made automatically by the Conservancy as indicated in the

schedule above (A. Compensation).

3. TERM OF CONTRACT. This contract shall begin on June 15, 1999 ("Commencement Date") and shall remain in effect until October 1, 2000 ("Termination Date"), or until the work required is satisfactorily completed, whichever comes first. Any extension beyond the Termination Date must be in writing and signed by the Conservancy.

4. PERFORMANCE OF WORK. The Contractor shall perform all work required under this contract in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of the Conservancy. The Contractor shall perform all work in accordance with all laws and regulations and shall obtain any permits or licenses required. The Contractor shall not be paid for any work found by the Conservancy to be unsatisfactory. If any of the services are to be performed on land that is owned by neither the Contractor nor the Conservancy, the Contractor shall obtain the owner's prior permission before entering upon such land.

5. LIABILITY/INSURANCE. The work to be performed under this contract shall be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold the Conservancy harmless for any and all liability or loss arising in any way out of the performance of this contract. The Contractor shall carry appropriate workers' compensation, hazard and liability insurance coverage during the term of this contract. Upon request from the Conservancy, the Contractor shall have the Conservancy named as an additional insured on the Contractor's policy and provide the Conservancy with evidence that the appropriate insurance coverage is in effect.

6. TERMINATION AND REMEDIES. The Conservancy may cancel this contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor's duties under this contract, whether for circumstances within or beyond the control of the Contractor, the Conservancy may immediately terminate this contract by written notice to Contractor. Should termination occur as a result of Contractor's default, the Conservancy shall be entitled to damages from Contractor resulting from Contractor's default and shall be entitled to offset any amounts payable to Contractor for work satisfactorily completed against such damages. The balance of amounts payable to Contractor for work satisfactorily completed, if any, shall be paid to Contractor.

7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-client relationship will be created by this contract. The conduct and control of the work will lie solely within the purview of the Contractor. The Contractor is not to be considered an agent or employee of the Conservancy for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that the Conservancy provides for its employees. If appropriate, the Conservancy will report all fees paid to the Contractor to the IRS on Form 1099. Neither the Conservancy nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

8. ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this contract or subcontract for the work to be performed without the prior written consent of the Conservancy.

9. OWNERSHIP OF DOCUMENTS AND DATA. Funding for this contract has been provided to the Conservancy by the U.S. Environmental Protection Agency (EPA). Contractor shall have the right to use, publish and distribute the works produced under this contract provided that in any publication the Contractor shall acknowledge that funding of these activities was made available from the Conservancy and the EPA. Upon request, the Contractor shall supply the Conservancy and the EPA with copies of any reports, along with supporting data and material, produced under this contract. The Conservancy and the EPA shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use the work and to authorize others to do so. Contractor warrants to the Conservancy that Contractor will not infringe the intellectual property rights of others in the performance of this contract.

10. NOTICES. Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

11. CERTIFICATION. The Contractor certifies that the Contractor is an independent Contractor engaged in the business which is the subject of this contract, that the Contractor's social security or taxpayer identification number is correctly recorded on this contract, and that the Contractor is not a Conservancy Board Member or Trustee.

12. CONFIDENTIAL INFORMATION. During the course of the performance of this contract, Contractor may have access to materials, data, strategies, systems or other information relating to the Conservancy and its programs which may not be accessible or known to the general public. Any such information acquired by the Contractor shall not be used, published or divulged by the Contractor to any person, firm or corporation or in any advertising or promotion regarding Contractor or Contractor's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

13. RECORD RETENTION. Financial records, supporting documents, statistical records, and all other records pertinent to this contract shall be retained by the Contractor for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. ACCESS TO RECORDS. The Conservancy, the U.S. federal entity providing the funding from which this contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of the Contractor that are pertinent to the contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

15. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

16. DEBARMENT CERTIFICATION. The Contractor certifies, by signature on this contract, that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Contractor is unable to certify to this statement, the Contractor shall attach an explanation to this contract; and, at the Conservancy's option, this contract shall be null and void.

17. CONTRACTOR LIABILITY. The Contractor assumes sole responsibility for reimbursement to the Conservancy or the Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to the Contractor were not made in compliance with the applicable cost principles and regulations of the funding agency, or the provisions of this contract.

20. ADMINISTRATIVE REQUIREMENTS. The Contractor shall comply with all applicable sections of OMB Circular A-110 or A-102, whichever is applicable.

32. PROCUREMENT.

A. **MBE-WBE.** Contractor agrees to ensure to the fullest extent possible that at least an 8 percent (4% Minority Business Enterprise [MBE]; 4% Women's Business Enterprise [WBE]) "Fair Share" of federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges

and universities.

Contractor agrees to include in its bid specifications, and require all of its prime contractors to include in their bid specifications for subcontracts an 8 percent (4 - MBE; 4 - WBE) "Fair Share."

Contractor agrees to document all efforts taken to achieve the "Fair Share" and to report on all procurement actions regardless of the size of the subagreement.

B. SBRA. Contractor shall take the following affirmative steps in awarding subcontracts, if any: (1) place Small Business in Rural Areas (SBRA) on solicitation lists; (2) ensure that SBRA's are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's; (4) establish delivery schedules, where the requirements of work will permit, which would encourage participation by SBRA's; (5) utilize the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

31. OTHER PROVISIONS. MONITORING. Project financial and programmatic monitoring will be conducted by The Conservancy during the course of this project. Conservancy staff shall be afforded access, at mutually agreed upon times, to all appropriate financial and programmatic records necessary to evaluate compliance with the terms of this agreement. A report of any monitoring findings shall be prepared. Any findings shall be resolved by the contractor as a condition of final payment of the contract.

32. BINDING EFFECT/AMENDMENTS. This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

INDEPENDENT CONTRACTOR

THE NATURE CONSERVANCY

By:
Print Name Authorized Representative

By:

Signature

Title:

Title:

Date:

Date:

Attorney Date

Original - TNC HQ/Accounting; Duplicate original - Contractor; Copies - TNC FO and TNC RO
Standard Contract - Federal funds.

(Confed\$.stn: March 29, 1995)

ACCOUNTING INFORMATION

**THE NATURE CONSERVANCY
CONTRACT FOR SERVICES
(FEDERAL FUNDS)**

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Budget Center #: 122-085-6885

Source of Funds: EPA Grant #GL985156-01-0

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Address:

Mason Building, P.O. Box 30444

Lansing, MI 48909-7944

Name and Title of Contact: Judith Soule, Director

Telephone: 517-373-1552

(HEREAFTER “**CONSERVANCY**”) and:

Name of Contractor: Land Conservancy of West Michigan

Address: 432 Wealthy St. SE, Grand Rapids, MI 49506

Name and Title of Contact: April Scholtz, Executive Director

Telephone: 616-451-9476

Social Security or Taxpayer ID #:

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6. TERMINATION AND REMEDIES. The Conservancy may cancel this contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor’s duties under this contract, whether for circumstances within or beyond the control of the Contractor, the Conservancy may immediately terminate this contract by written notice to Contractor. Should termination occur as a result of Contractor’s default, the Conservancy shall be entitled to damages from Contractor resulting from Contractor’s default and shall be entitled to offset any amounts payable to Contractor for work satisfactorily completed against such damages. The balance of amounts payable to Contractor for work satisfactorily completed, if any, shall be paid to Contractor.

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8. ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this contract or subcontract for the work to be performed without the prior written consent of the Conservancy.

9. OWNERSHIP OF DOCUMENTS AND DATA. Funding for this contract has been provided to the Conservancy by the U.S. Environmental Protection Agency (EPA). Contractor shall have the right to use, publish and distribute the works produced under this contract provided that in any publication the Contractor shall acknowledge that funding of these activities was made available from the Conservancy and the EPA. Upon request, the Contractor shall supply the Conservancy and the EPA with copies of any reports, along with supporting data and material, produced under this contract. The Conservancy and the EPA shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use the work and to authorize others to do so. Contractor warrants to the Conservancy that Contractor will not infringe the intellectual property rights of others in the performance of this contract.

10. NOTICES. Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

11. CERTIFICATION. The Contractor certifies that the Contractor is an independent Contractor engaged in the business which is the subject of this contract, that the Contractor's social security or taxpayer identification number is correctly recorded on this contract, and that the Contractor is not a Conservancy Board Member or Trustee.

12. CONFIDENTIAL INFORMATION. During the course of the performance of this contract, Contractor may have access to materials, data, strategies, systems or other information relating to the Conservancy and its programs which may not be accessible or known to the general public. Any such information acquired by the Contractor shall not be used, published or divulged by the Contractor to any person, firm or corporation or in any advertising or promotion regarding Contractor or Contractor's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

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14. ACCESS TO RECORDS. The Conservancy, the U.S. federal entity providing the funding from which this contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of the Contractor that are pertinent to the contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

15. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

16. DEBARMENT CERTIFICATION. The Contractor certifies, by signature on this contract, that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Contractor is unable to certify to this statement, the Contractor shall attach an explanation to this contract; and, at the Conservancy's option, this contract shall be null and void.

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32. PROCUREMENT.

A. **MBE-WBE.** Contractor agrees to ensure to the fullest extent possible that at least an 8 percent (4% Minority Business Enterprise [MBE]; 4% Women's Business Enterprise [WBE]) "Fair Share" of federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges

and universities.

Contractor agrees to include in its bid specifications, and require all of its prime contractors to include in their bid specifications for subcontracts an 8 percent (4 - MBE; 4 - WBE) "Fair Share."

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31. OTHER PROVISIONS. MONITORING. Project financial and programmatic monitoring will be conducted by The Conservancy during the course of this project. Conservancy staff shall be afforded access, at mutually agreed upon times, to all appropriate financial and programmatic records necessary to evaluate compliance with the terms of this agreement. A report of any monitoring findings shall be prepared. Any findings shall be resolved by the contractor as a condition of final payment of the contract.

32. BINDING EFFECT/AMENDMENTS. This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

INDEPENDENT CONTRACTOR

THE NATURE CONSERVANCY

By: By:
Print Name Authorized Representative

Title:
Signature

Title: Date:

Date:

Attorney Date

Original - TNC HQ/Accounting; Duplicate original - Contractor; Copies - TNC FO and TNC RO
Standard Contract - Federal funds.
(Confed\$.stn: March 29, 1995)