

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
July 22, 2025
Regular Meeting - 6:45 PM to 8:15 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 842 4640 8947
3. Passcode: 980352

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

During this meeting, Vice Chair Teran will be participating remotely from the following location: Visalia Marriott at the Convention Center, 300 South Court Street, Visalia, CA 93291

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager / Executive Director / Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the June 24, and July 8, 2025.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32600022 with Parkhouse Tire Service, Inc. dba Parkhouse Tire, Inc. for Tire Retreading and Repair Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Parkhouse Tire Service, Inc. dba Parkhouse Tire Inc. for a total amount not to exceed \$1,000,000 for an initial term of one year from September 4, 2025 to September 3, 2026 with an option for four consecutive one-

year period extensions ending September 3, 2030 to provide tire retread and repair services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HSi4RJm6k4>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement 32600066 with Eurofins Eaton Analytical, LLC for Lab Testing Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Eurofins Eaton Analytical, LLC for an initial term of one year from October 1, 2025, to September 30, 2026, with the option for four consecutive one-year period extensions ending September 30, 2030, for a total contract amount not to exceed \$2,325,000 for laboratory testing services for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yqR63_tln8

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32600021 with Joseph Garcia DBA Casamar Group LLC for On-Call Labor Compliance Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Joseph Garcia DBA Casamar Group LLC for a total amount not to exceed \$1,000,000 with an initial term of one year from October 15, 2025, to October 14, 2026, with an option for four consecutive one-year period extensions ending October 14, 2030, for on-call labor compliance services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/9NokcC9tuJU>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32600043 with Arborpro Inc. for Urban Forestry Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Arborpro Inc. for a total amount not to exceed \$363,186 with an initial term of two years from September 3, 2025 to September 2, 2027, with the option for one consecutive one-year period extension ending September 2, 2028, for Urban Forestry Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l0ho6yrxJT4>

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Information Technology Software Agreement 32600028 with Paradigm Software for Software for Scale House Operations for the Environmental Resources Division. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Information Technology Software

Agreement with Paradigm Software for a total amount not to exceed \$504,325.98 for a term of five years ending September 30, 2030.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/q0XlXzPbJzI>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works and Transportation Committee approve the minutes of the June 24, and July 8, 2025.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of the Public Works and Transportation Committee for June 24 2025
2. Minutes of the Public Works and Transportation Committee for July 8 2025

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
June 24, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:49 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur; Member Gabriela Basua and Member Gabe Teran were present. Member Teran led the pledge of allegiance.

Staff members present were Alexander Nguyen, City Manager; Michelle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Tim Beaman, Assistant Public Works Director; Brian Yanez, Assistant Public Works Director; Brandon Lopez, Parks Manager and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the May 27 and June 10, 2025 regular meetings as presented.

No public comments were received.

It was moved by Member Teran, seconded by Member Basua, to approve the Information/Consent item as presented. VOTE: Basua, Teran and Mc Arthur voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies. (10 minutes)

RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to

execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

Assistant Public Works Director Beaman presented and answered the Committee's questions. Discussion ensued among the Committee and staff. No public comments were received.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented. VOTE: Teran, Basua and Mc Arthur voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

Assistant Public Works Director Yanez presented and answered the Committee's questions. Discussion ensued among the Committee and staff. No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Teran, to approve the recommended action as presented. VOTE: Basua, Mc Arthur and Teran voted in favor; the motion carried 3-0.

3. Public Works Department

SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

The Parks Manager presented and answered the Committee's questions. Discussion

ensued among the Committee and staff. No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Basua, to approve the recommended action as presented. VOTE: Mc Arthur, Teran and Basua voted in favor; the motion carried 3-0.

4. Public Works Department

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

Assistant Public Works Director Beaman presented and answered the Committee's questions. Discussion ensued among the Committee and staff. No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Basua, to approve the recommended action as presented. VOTE: Teran, Basua and Mc Arthur voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 7:07 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
July 8, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600022 with Parkhouse Tire Service, Inc. dba Parkhouse Tire, Inc. for Tire Retreading and Repair Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Parkhouse Tire Service, Inc. dba Parkhouse Tire Inc. for a total amount not to exceed \$1,000,000 for an initial term of one year from September 4, 2025 to September 3, 2026 with an option for four consecutive one-year period extensions ending September 3, 2030 to provide tire retread and repair services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HSi4RJm6k4>

BACKGROUND

The Fleet Services Division (Fleet) of the Public Works Department is responsible for managing, maintaining, and repairing the City's fleet of 990 vehicles and equipment, valued at over \$56 million as of May 15, 2025. This includes performing preventive maintenance, conducting thorough inspections, and completing a full range of repairs, from light to heavy, as needed. To support ongoing fleet operations, Fleet Services requires a contractor to provide tire retreading, mounting and dismounting, plug and patch repairs, and roadside assistance services, available 365 days a year.

In addition to passenger vehicles and light-duty trucks, the City's fleet includes approximately 110 heavy-duty vehicles such as refuse trucks, dump trucks, semi-tractor/trailers, and fire apparatus, all of which rely on retread and tire repair services. Retreading offers significant environmental and economic advantages by reducing waste and using fewer resources and less energy compared to manufacturing new truck tires. It also provides substantial cost savings, typically between 30% and up to 50% less than the cost of new tires. Fleet has spent approximately \$154,000 in FY 2024–2025, with an average expenditure of \$144,000 annually for these types of services.

Designed for durability, truck tires can be safely retreaded up to three times, extending their lifespan. This results in notable financial, operational, and sustainability benefits for the City. Tire retreading is outsourced due to the need for specialized equipment, including a curing chamber and a shearography (X-ray) machine. The curing chamber bonds the tread to the casing using high heat and pressure, while the X-ray machine verifies the quality and structural integrity of the retreaded tire.

Roadside services include, but are not limited to, flat tire repairs, tire mounting, and patching at various locations both within and beyond City limits. Roadside services make up a small portion of this contract but are used as needed due to staff workload and urgent situations. The Contractor is required to dispatch appropriate equipment within 15 minutes of receiving a service call. Response times must not exceed 30 minutes for locations within City limits and one hour for locations outside City limits.

Parkhouse Tire, Inc., located in the City of Oxnard, has been the Fleet Division's provider for heavy equipment tire services for the past 21 years.

DISCUSSION

A Request for Bid PW 25-115 (RFB) was issued by the Purchasing Division on April 8, 2025, with a closing date of May 8, 2025. The City received three responses to the RFB; two were deemed responsive - Parkhouse Tire, Inc. and Santa Maria Tire, Inc. As a result of the RFB, the City determined Parkhouse Tire, Inc. to be the lowest responsive bidder. Parkhouse Tire, Inc. meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the research performed to date, staff believes that the vendor is capable of successfully performing these services for the City. Furthermore, they have continued to perform effective and dependable services.

The table below summarizes all rates and costs for tire retread and repair services requested in the RFB:

Parkhouse Tire Service, Inc. dba Parkhouse Tire, Inc.	Santa Maria Tire Inc dba SM Tire
\$6,410.37	\$8,080.67

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this agreement with Parkhouse Tire, Inc. shall not exceed \$1,000,000 over five years, if extended all years. Funding will begin in Fiscal Year 2025-26 and is included in the FY 2025-26 Adopted Budget from the Fleet Services Fund (741). The estimated spending plan is shown in the table below and includes estimates for allowable consumer price increases (if requested by the contractor and approved by the City) and possible impacts from tariffs. Funding for subsequent fiscal years will be requested in the annual budget process.

Estimated Spending Plan						
Account Number	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
7413750-55050	\$164,000	\$180,000	\$198,000	\$218,000	\$240,000	\$1,000,000

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement No. 32600022

2. Bid Tabulation
3. Prior Agreement Rate Sheet
4. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PARKHOUSE TIRE SERVICE, INC. DBA PARKHOUSE
TIRE, INC.**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc. ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Service Provider shall provide comprehensive tire services for the City of Oxnard's Fleet Services Division, including on-site and off-site tire retreading, mounting, dismounting, patching, plugging, and 24/7 roadside assistance for a fleet of approximately 100 heavy-duty vehicles. Services shall be performed at designated City facilities and various locations within and outside City limits. The Service Provider shall maintain live dispatch personnel at all times and must dispatch service equipment within 15 minutes of a service request, with arrival required within 30 minutes for in-City calls and within one hour for out-of-City calls.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc, a corporation of the State of California, located at 6006 Shull Street, Bell Gardens, CA 90201.

4. TERM OF AGREEMENT: From: September 4, 2025 To: September 3, 2026

A. Time is of the essence in this Agreement.

- B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the On-Call General Services Agreement.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,000,000.00¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS - I
- Exhibit D: [RESERVED] This exhibit related to section 15
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy
- Exhibit G: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Jose Arreola Title: Fleet Services Manager Phone: 805-385-8011 Email: jose.arreola@oxnard.org Address: 1060 Pacific Ave, Building 2, Oxnard, CA 93030	Service Provider Designated Representative Name: Joe Robledo Title: Sales Representative Phone: (805) 558-8221 Email: jrobledo@parkhousetire.com Address: 663 Maulhardt Ave., Oxnard, CA 93030
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITES. This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted

prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any

option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an

agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this

Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider 's services pursuant to this Agreement shall be provided by

the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and

advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement, Service Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.

- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.
- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by

reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to "Exhibit F" attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent

from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

33. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs

later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

35. ADVERTISING AND PUBLICITY. Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

36. NONDISCRIMINATORY EMPLOYMENT. Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.

37. FORCE MAJEURE. Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

38. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

39. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

40. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this

Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 45. ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

**PARKHOUSE TIRE SERVICE, INC. DBA
PARKHOUSE TIRE, INC.**

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates,³
Purchasing Manager

James Parkhouse, CEO _____ Date

Brian Parkhouse, President⁴ _____ Date

ATTEST:

Lourdes A. López, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)**

SCOPE OF SERVICES

Project Manager: Jose Arreola
Title: Fleet Services Manager
Phone: (805) 385-8011
Email: jose.arreola@oxnard.org

The City of Oxnard Fleet Services Division operates and maintains a fleet of approximately 100 heavy duty trucks, including but not limited to, dump trucks and semi-tractor/trailer combinations. The Fleet Services Division has exclusively used Bridgestone Bandag retread tires, a division of Bridgestone Americas Tire Operations LLC, for over 18 years and is seeking to procure services for onsite and offsite tire services located within and outside of City Limits.

1. Services include on-site and off-site tire retreading, mounting, dismounting, plug and patch, and roadside services 365 days a year.
2. On-site services are to be performed at the Fleet Services Division located at 1060 Pacific Ave, Building #2, Oxnard, CA 93030 and at the Environmental Resources Division located at 111 S. Del Norte Blvd, Oxnard, CA 93030.
3. Roadside services are to be performed at various locations within and outside City limits, including but not limited to flat tires and blowouts.
4. Live dispatch personnel are required to be available to respond to service calls from the City at all times.
5. Contractor must dispatch sufficient equipment within 15 minutes from the time the call is received and shall arrive at the service location within 30 minutes of receiving the call for dispatch within City limits and within one hour for dispatch outside City limits.

EXHIBIT B

GENERAL SERVICE AGREEMENT (City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)

SCHEDULE OF COMPENSATION

TIRE RETREAD AND REPAIR SERVICES RATES AND COST SHEET

Field Road Service: Flat Tires & Blowout Repairs			
Hours of Service	Cost per Hour	Minimum # of Hours	Total cost
7:00am-5:00pm M-F	\$ 94.50		\$94.50
5:01pm-6:59am M-F	\$ 125.00		\$125.00
Weekends/Holidays	\$125.00		\$125.00

Tire Retread*			
Size	Manufacturer	Model	Cost per Tire
315/80R22.5 Drive	Bandag	BRM	\$167.73
315/80R22.5 Drive	Bandag	BRM3	\$202.38
11R22.5 Drive	Bandag	UDR Drive	\$154.87
11R22.5 Drive	Bandag	DR 4.3 Drive	\$132.77
11R22.5	Bandag	BRSS	\$166.13
*Maximum repairs shall be in accordance with Bandag manufacturer specifications			

Tire Mount/Dismount		
Service Description	Location	Cost per Tire
Mount/Dismount Tires on Vehicle	Onsite	\$25.00
Mount/Dismount Tires Loose	Onsite	\$16.00
Mount/Dismount Tires on Vehicle	Vendor Location	\$25.00
Mount/Dismount Tires Loose	Vendor Location	\$16.00

Repair Services		
Service Description	Location	Cost per Tire
Plug and Patch	Onsite	\$8.76
Plug and Patch	Vendor Location	\$8.76
Flat Repair	Onsite	\$30.00
Flat Repair	Vendor Location	\$30.00

Repairs for Retreading/Repairs Only		
Product ID	Product Description	Cost per Repair
215684	Repair for Retread SP-8 Radial	\$8.08
215379	Repair for Retread LP-10 Radial	\$12.63
215786	Repair for Retread B-24	\$23.03
215600	Repair for Retread CO-33	\$29.28
215601	Repair for Retread CO-35	\$33.03
215602	Repair for Retread CO-37	\$35.75
215888	Repair for Retread B-40	\$32.18
215922	Repair for Retread B-42	\$12.31
215956	Repair for Retread B-44	\$14.55
215633	Repair for Retread Spot	\$0.00
215667	Repair for Retread Radial Bead	\$31.00
215718	Repair Only SP-8 Radial	\$11.35
215381	Repair Only LP-10 Radial	\$25.22
215616	Repair Only B-24	\$34.37
215603	Repair Only CO-33	\$40.87
215604	Repair Only CO-35	\$43.62
215605	Repair Only CO-37	\$46.34
215905	Repair Only B-40	\$41.50
215939	Repair Only B-42	\$12.31
215973	Repair Only B-44	\$14.55
215752	Repair Only Spot	\$30.00
215599	Repair Only Bead	\$0.00

Casings		
Size	Classification	Cost per Casing
315/80R22.5	Grade A	\$100.00
11R22.5	Grade A	\$75.00

Wheels		
Size	Type	Cost per Wheel
22.5 x 8.25	Aluminum	\$225.50
22.5 x 9.0	Aluminum	\$335.50
22.5 x 12.25	Aluminum	\$395.00

Tire Disposal	
Size	Cost per Tire
Light	\$ 6.50
Medium	\$14
Heavy	\$14

New Tires			
Manufacturer	Size	Model	Cost per Tire
Bridgestone (no substitutions)	11R22.5	R268 16 ply	\$345.00
Firestone (no substitutions)	11R22.5	FS561 16 ply	\$345.00
Firestone no substitutions	315/80 R22.5	FS860 20 ply	\$405.00
Bridgestone (no substitutions)	315/80 R22.5	M870 20 ply	\$420.00
Bridgestone (no substitutions)	425/65 R22.5	M864 20 ply	\$600.00
Bridgestone (no substitutions)	385/65 R22.5	M864 18 ply	\$540.00
Bridgestone (no substitutions)	12R 22.5	M799 16 ply	\$373.00
Bridgestone (no substitutions)	11R 22.5	M799 16 ply	\$357.00

EXHIBIT C

GENERAL SERVICES AGREEMENT

(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER /SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE	\$1,000,000
					PRODUCTS COMP/OP AGG.	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$1,000,000
					DISEASE-POLICY LIMIT	\$1,000,000
					DISEASE-EACH EMPLOYEE	\$1,000,000
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

Rev. 1/23

Rev. 1/23

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)**

FEDERAL GRANT ADDENDUM

[RESERVED]

EXHIBIT E

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
- D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

**GENERA SERVICES AGREEMENT
(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)**

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.
8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.
10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees

Agreement No. 32600022

and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

EXHIBIT G

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.)**

IRAN CONTRACTING ACT CERTIFICATION

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)**
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):
Parkhouse Tire Service, Inc. DBA Parkhouse Tire, Inc.

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of

in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of

in the State of

Bid Tabulation 25-115 Tire Retread and Repair Services							
Field Road Service: Flat Tires & Blowout Repairs		Parkhouse Tire, Inc.			Santa Maria Tire Inc. dba SM Tire		
Hours of Service		Cost per Hour	Minimum # of Hours	Total Cost	Cost per Hour	Minimum # of Hours	Total Cost
7:00am-5:00pm M-F		\$ 94.50		\$ 94.50	\$ 99.00	1	\$99.00
5:01pm-6:59am M-F		\$ 125.00		\$ 125.00	\$ 150.00	2	\$300.00
Weekends/Holidays		\$ 125.00		\$ 125.00	\$ 150.00	2	\$300.00
	TOTAL	\$ 344.50		\$ 344.50	\$ 399.00		\$699.00
Tire Retread							
Tire Size	Manufacturer	Model	Cost per Tire		Model	Cost per Tire	
315/80R22.5 Drive	Bandag	BRM	\$	167.73	BRM	\$	223.00
315/80R22.5 Drive	Bandag	BRM3	\$	202.38	BRM3	\$	245.00
11R22.5 Drive	Bandag	UDR Drive	\$	154.87	UDR Drive	\$	190.00
11R22.5 Drive	Bandag	DR 4.3 Drive	\$	132.77	DR 4.3 Drive	\$	146.00
11R22.5	Bandag	BRSS	\$	166.13	BRSS	\$	171.00
*Maximum repairs shall be in accordance with Bandag manufacturer specifications		TOTAL	\$	823.88	TOTAL	\$	975.00
Tire Mount/Dismount							
Service Description	Location	Cost per Tire			Cost per Tire		
Mount/Dismount Tires on Vehicle	Onsite	\$	25.00		\$	35.00	
Mount/Dismount Tires Loose	Onsite	\$	16.00		\$	25.00	
Mount/Dismount Tires on Vehicle	Vendor Location	\$	25.00		\$	35.00	
Mount/Dismount Tires Loose	Vendor Location	\$	16.00		\$	25.00	
	TOTAL	\$	82.00		\$	120.00	
Repair Services							
Service Description	Location	Cost per Tire			Cost per Tire		
Plug and Patch	Onsite	\$	8.76		\$	10.00	
Plug and Patch	Vendor Location	\$	8.76		\$	10.00	
Flat Repair	Onsite	\$	30.00		\$	45.00	
Flat Repair	Vendor Location	\$	30.00		\$	45.00	
	TOTAL	\$	77.52		\$	110.00	
Retreading							
Product ID	Product Description	Cost per Repair			Cost per Repair		
215684	Repair for Retread SP-8 Radial	\$	8.08		\$	7.08	
215379	Repair for Retread LP-10 Radial	\$	12.63		\$	12.63	
215786	Repair for Retread B-24	\$	23.03		\$	22.03	
215600	Repair for Retread CO-33	\$	29.28		\$	29.28	
215601	Repair for Retread CO-35	\$	33.03		\$	32.03	
215602	Repair for Retread CO-37	\$	35.75		\$	34.75	
215888	Repair for Retread B-40	\$	32.18		\$	32.18	
215922	Repair for Retread B-42	\$	12.31		\$	34.98	
215956	Repair for Retread B-44	\$	14.55		\$	38.35	
215633	Repair for Retread Spot	\$	-		\$	-	
215667	Repair for Retread Radial Bead	\$	31.00		\$	-	
215718	Repair Only SP-8 Radial	\$	11.35		\$	7.08	
215381	Repair Only LP-10 Radial	\$	25.22		\$	12.63	
215616	Repair Only B-24	\$	34.37		\$	22.03	
215603	Repair Only CO-33	\$	40.87		\$	29.28	
215604	Repair Only CO-35	\$	43.62		\$	32.03	
215605	Repair Only CO-37	\$	46.34		\$	34.75	
215905	Repair Only B-40	\$	41.50		\$	32.18	
215939	Repair Only B-42	\$	12.31		\$	34.98	
215973	Repair Only B-44	\$	14.55		\$	38.35	
215752	Repair Only Spot	\$	30.00		\$	-	
215599	Repair Only Bead	\$	-		\$	-	
	TOTAL	\$	531.97		\$	486.62	
Casings							
Size	Classification	Cost per Casing			Cost per Casing		
315/80R22.5	Grade A	\$	100.00		\$	115.00	
11R22.5	Grade A	\$	75.00		\$	90.00	
	TOTAL	\$	175.00		\$	205.00	
Wheels							
Size	Type	Cost per Wheel			Cost per Wheel		
22.5 x 8.25	Aluminum	\$	225.50		\$	285.00	
22.5 x 9.0	Aluminum	\$	335.50		\$	395.00	
22.5 x 12.25	Aluminum	\$	395.00		\$	475.00	
	TOTAL	\$	956.00		\$	1,155.00	

Tire Disposal		
Size	Cost per Tire	Cost per Tire
Light	\$ 6.50	\$ 5.00
Medium	\$ 14.00	\$ 15.00
Heavy	\$ 14.00	\$ 22.00
TOTAL	\$ 34.50	\$ 42.00

New Tires				
Manufacturer	Size	Model	Cost per Tire	Cost per Tire
Bridgestone (no substitutions)	11R22.5	R268 16 ply	\$ 345.00	\$ 350.00
Firestone (no substitutions)	11R22.5	FS561 16 ply	\$ 345.00	\$ 537.98
Firestone (no substitutions)	315/80 R22.5	FS860 20 ply	\$ 405.00	\$ 490.00
Bridgestone (no substitutions)	315/80 R22.5	M870 20 ply	\$ 420.00	\$ 490.00
Bridgestone (no substitutions)	425/65 R22.5	M864 20 ply	\$ 600.00	\$ 815.07
Bridgestone (no substitutions)	385/65 R22.5	M864 18 ply	\$ 540.00	\$ 650.00
Bridgestone (no substitutions)	12R 22.5	M799 16 ply	\$ 373.00	\$ 500.00
Bridgestone (no substitutions)	11R 22.5	M799 16 ply	\$ 357.00	\$ 455.00
TOTAL			\$ 3,385.00	\$ 4,288.05

	Parkhouse Tire, Inc.	Santa Maria Tire Inc. dba SM Tire
TOTAL BID	\$ 6,410.37	\$ 8,080.67

*Note - One additional bid, Daniels Tire Service, was deemed to be non-responsive therefore not included in the bid tabulation.

RATES AND COSTS EXHIBIT

Field Road Service – Flat Tires & Blowouts				
Hours of Service	Location	Cost Per Mile	Cost Per Hour	Mileage Fee
7:00am - 5:00pm	Within City limits	\$ N/A	\$ 94.50	\$ no charge
5:01pm - 6:59am	Within City limits	\$ N/A	\$ 125.00	\$ no charge
7:00am - 5:00pm	Outside City Limits	\$ N/A	\$ 94.50	\$ no charge
5:01pm - 6:59am	Outside City Limits	\$ N/A	\$ 125.50	\$ no charge

Tire Retread			
Tire Size	Manufacturer	Model	Cost Per Tire
315/80R22.5	Bandag	BRM	\$ 190.00
315/80R22.5	Bandag	BRM3	\$ 219.00
11R22.5	Bandag	UDR Drive	\$ 158.00
11R22.5	Bandag	4.3 Drive	\$ 135.00
11R22.5	Bandag	BRM	\$ 164.00
11R22.5	Bandag	BRM	\$ 164.00
11R22.5	Bandag	BDL Drive	\$ 134.00
11R22.5	Bandag	BRM	\$ 164.00
11R22.5	Bandag	BDX Drive	\$ 149.00

Tire Mount/Dismount		
Service Description	Location	Cost Per Tire
Mount/Dismount tires on Vehicle	Onsite	\$ hourly rate
Mount/Dismount Tires Loose	Onsite	\$ hourly rate
Mount/Dismount tires on Vehicle	Vendor Location	\$ 20.00
Mount/Dismount Tires Loose	Vendor Location	\$ 10.00

Repair Services		
Service Description	Location	Cost Per Tire
Plug and Patch	Onsite	\$ 8.76
Plug and Patch	Vendor Location	\$ 8.76
Flat Repair	Onsite	\$ hourly rate
Flat Repair	Vendor Location	\$ 25.00

Make necessary repairs to casings to be recapped. Repairs will be billed at the below-listed price for the type of repairs being performed.

Retreading			
Product ID	Product Description	List Price	Fleet Price
215684	Repair with Retread SP-8 Radial	\$ 10.16	\$ 5.08
215379	Repair with Retread LP-10 Radial	\$ 20.76	\$ 10.38
215786	Repair with Retread B-24	\$ 33.28	\$ 16.64
215600	Repair with Retread CO-33	\$ 49.40	\$ 24.70
215601	Repair with Retread CO-35	\$ 53.78	\$ 26.89
215602	Repair with Retread CO-37	\$ 58.08	\$ 29.04
215888	Repair with Retread B-40	\$ 55.92	\$ 27.96
215922	Repair with Retread B-42	\$ 60.36	\$ 30.18
215956	Repair with Retread B-44	\$ 65.72	\$ 32.86
215633	Repair with Retread Spot	\$ 40.00	\$ 20.00
215667	Repair with Retread Radial Bead	\$ 40.00	\$ 20.00
215718	Repair Only SP-8 Radial	\$ 17.16	\$ 8.58
215381	Repair Only LP-10 Radial	\$ 41.64	\$ 20.82

Agreement 32600022 with Parkhouse Tire Service, Inc. dba Parkhouse Tire, Inc. for Tire Retreading and Repair Services

Public Works and Transportation Committee
July 22, 2025

Jose Arreola
Fleet Services Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Parkhouse Tire Service, Inc. dba Parkhouse Tire Inc. for a total amount not to exceed \$1,000,000 for an initial term of one year from September 4, 2025 to September 3, 2026 with an option for four consecutive one-year period extensions ending September 3, 2030 to provide tire retread and repair services.

- Fleet Services Division (Fleet) of the Public Works Department is responsible for managing, maintaining and repairing the City's fleet of 990 vehicles and equipment, valued at over \$56 million as of May 15, 2025
- This includes performing preventive maintenance, conducting thorough inspections, and completing a full range of repairs, from light to heavy, as needed
- To support ongoing fleet operations, Fleet Services requires a contractor to provide tire retreading, mounting and dismounting, plug and patch repairs, and roadside assistance services, available 365 days a year

- In addition to passenger vehicles and light-duty trucks, the City's fleet includes approximately 110 heavy-duty vehicles such as refuse trucks, dump trucks, semi-tractor/trailers, and fire apparatus, all of which rely on retread and tire repair services
- Retreading offers significant environmental and economic advantages by reducing waste and using fewer resources and less energy compared to manufacturing new truck tires
- It also provides substantial cost savings, typically between 30% and up to 50% less than the cost of new tires

- Fleet has spent approximately \$154,000 in FY 2024-2025, with an average expenditure of \$144,000 annually for these types of services
- Designed for durability, truck tires can be safely retreaded up to three times, extending their lifespan
- Tire retreading is outsourced due to the need for specialized equipment, including a curing chamber and a shearography (X-ray) machine
- The curing chamber bonds the tread to the casing using high heat and pressure, while the X-ray machine verifies the quality and structural integrity of the retreaded tire

- Roadside services include, but are not limited to, flat tire repairs, tire mounting, and patching at various locations both within and beyond City limits
- Roadside services make up a small portion of this contract but are used as needed due to staff workload and urgent situations
- The Contractor is required to dispatch appropriate equipment within 15 minutes of receiving a service call and not exceed 30 minutes for locations within City limits and one hour for locations outside City limits
- Parkhouse Tire, Inc., located in the City of Oxnard, has been the Fleet Services Division's provider for heavy equipment tire services for the past 21 years

- Request for Bid PW 25-115 (RFB) was issued by the Purchasing Division on April 8, 2025, with a closing date of May 8, 2025
- City received three responses to the RFB; two were deemed responsive - Parkhouse Tire, Inc. and Santa Maria Tire, Inc.
- As a result of the RFB, the City determined Parkhouse Tire Inc. to be the lowest responsive bidder

- Parkhouse Tire Inc. meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State
- Based upon the research performed to date, staff believes that the vendor is capable of successfully performing these services for the City
- Furthermore, they have continued to perform effective and dependable services

- Total cost for this agreement with Parkhouse Tire, Inc. shall not exceed \$1,000,000 over five years, if extended all years
- Funding will begin in Fiscal Year 2025-26 and is included in the FY 2025-26 Adopted Budget from the Fleet Services Fund (741)
- The estimated spending plan includes estimates for allowable consumer price increases (if requested by the contractor and approved by the City) and possible impacts by tariffs
- Funding for subsequent fiscal years will be requested in the annual budget process



QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600066 with Eurofins Eaton Analytical, LLC for Lab Testing Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Eurofins Eaton Analytical, LLC for an initial term of one year from October 1, 2025, to September 30, 2026, with the option for four consecutive one-year period extensions ending September 30, 2030, for a total contract amount not to exceed \$2,325,000 for laboratory testing services for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yqR63_tlln8

BACKGROUND

The City of Oxnard water, wastewater, and recycled water treatment facilities are required by State and Federal permits to sample and analyze water, wastewater, and recycled water for water quality constituents and provide certified reports. The Wastewater Division operates a small laboratory that has the ability to perform some of the basic analyses required for water, wastewater, and recycled water. The majority of the regulatory-required analyses are performed with expensive instrumentation and use complex, certified methods, which make doing these analyses in-house cost-prohibitive. Therefore, a third-party laboratory service is required to analyze samples that the wastewater laboratory cannot. The third-party laboratory provides as-needed analytical testing services as well as report preparation for regulatory authorities. This ensures compliance with the wastewater National Pollutant Discharge Elimination System (NPDES) permit, the Environmental Protection Agency (EPA), the State Water Resources Control Board, and State Division of Drinking Water (DDW) reporting requirements. Historically, the third-party laboratory has provided one-time services for other divisions and departments outside of the water utilities.

DISCUSSION

On April 28, 2025, the Purchasing Department released a Request for Proposal (RFP) PW 25-126 for Laboratory Testing Services. The RFP was directly sent to two potential laboratory firms and published on www.publicpurchase.com as well as the City's Purchasing website. The solicitation closed on May 28, 2025, when three proposals were received.

An evaluation team consisting of the following: Wastewater Laboratory Manager, Wastewater Sr. Analyst,

Recycled Water Operations Manager, and the Water Regulatory Compliance Coordinator reviewed the proposal and determined Eurofins to be qualified based on comprehensive scoring criteria, including company profile and qualifications, proposed staff and expertise, relevant project experience, methodology and quality assurance, and cost. Additionally, Eurofins holds California Environmental Laboratory Accreditation Program (ELAP) and National Environmental Laboratory Accreditation Program (NELAP) certifications and meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the research performed to date, staff believes that the vendor is capable of successfully performing these services for the City.

Through this contract, Eurofins will provide comprehensive drinking water, wastewater, solids, and recycled water analytical testing services for the Public Works Department. Testing will be conducted primarily out of certified laboratories in Pomona and Tustin, CA, with support from other specialized Eurofins facilities as needed. Services include routine and regulatory compliance testing, expedited turnaround times (standard 10 working days, with rush options of 1–3 days), secure sample handling and reporting, and access to Eurofins’ online data portal for real-time data review. Additionally, Eurofins will provide the City with a dedicated project manager to ensure seamless coordination and communication throughout the contract term.

The Wastewater NPDES permit requires testing for the following pollutants:

- 11 organic compounds and pesticides
- 11 metals
- 21 carcinogens
- 41 non-carcinogens

The Advanced Water Purification Facility (AWPF) NPDES permit requires testing for the following pollutants:

- 5 organic compounds and pesticides
- 18 metals
- 6 radioactive pollutants
- 27 volatile organic compounds
- 33 non-volatile organic compounds

The Water Division DDW permit requires testing for the following pollutants:

- 11 organic compounds and pesticides
- 20 metals
- 6 radioactive pollutants
- 29 volatile organic compounds
- 23 non-volatile organic compounds
- Bacteriological analysis
- Perfluorooctanoic acid (PFOA) if necessary
- Perfluorooctane sulfonate (PFOS) if necessary

A copy of the full pollutant testing list is included in the contract lab services agreements.

The following table includes Public Works’ historical spending with the previous Laboratory contractor:

Fiscal Year	Spending	Time Period
2023	\$172,516.90	9 Months
2024	\$328,587.38	12 Months
2025	\$312,992.62	11 Months

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply, and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Eurofins for Laboratory Testing Services shall not exceed \$2,325,000 through September 30, 2030, if all years are extended. Funding for this Agreement has been programmed and is available in the Fiscal Year 2025-26 Adopted Budget from the Water Operating Fund (601), the Wastewater Operating Fund (611) and the Environmental Resources Fund (631). Funding for subsequent fiscal years will be requested through the annual budget process.

Estimated Spending Plan: Laboratory Testing Services							
	FY 25/26 (10 Months)	FY 26/27 (12 Months)	FY 27/28 (12 Months)	FY 28/29 (12 Months)	FY 29/30 (12 Months)	FY 30/31 (2 Months)	TOTAL
Water (6013607-53420)	\$142,000	\$170,000	\$198,000	\$226,000	\$254,000	\$35,000	\$1,025,000
Water (6013605-53420)	\$125,000	\$150,000	\$175,000	\$200,000	\$225,000	\$25,000	\$900,000
Wastewater (6113612-53420 6113614-53420)	\$62,500	\$75,000	\$75,000	\$75,000	\$75,000	\$12,500	\$375,000
Env. Resources (6313630-53200)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$25,000
TOTAL	\$334,500	\$400,000	\$453,000	\$506,000	\$559,000	\$72,500	\$2,325,000

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst

ATTACHMENTS

1. Agreement No. 32600066
2. Prior Agreement Rate Sheet
3. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND EUROFINS EATON ANALYTICAL, LLC**

By This General Services Agreement (“Agreement”), the CITY of Oxnard (“City”) agrees to engage the services of Eurofins Eaton Analytical, LLC (“Service Provider”), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Service provider shall provide accredited analytical testing services to support the City of Oxnard Public Works Department’s regulatory and operational monitoring programs.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Eurofins Eaton Analytical, LLC, an LLC of the State of Delaware with an office located at 941 Corporate Center Drive, Pomona, CA 91768.

4. TERM OF AGREEMENT: From: October 1, 2025 To: September 30, 2026

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the On-Call General Services Agreement.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise

the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$2,325,000.00¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A:	Scope of Services and Task Order Template
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS - A
Exhibit D:	[RESERVED] This exhibit related to section 15
Exhibit E:	Living Wage Policy
Exhibit F:	Prevailing Wage Policy
Exhibit G:	Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Eric Ngo Title: Laboratory Scientist Manager Phone: (805) 263-2106 Email: eric.ngo@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Service Provider Designated Representative: Name: Ken Calcagno Title: Account Manager Phone: (916) 960-7479 Email: Kevin.Calcagno@ET.EurofinsUS.com Address: 941 Corporate Center Drive, Pomona, CA 91768
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8. CONTRACTUAL PREREQUISITES. This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30

days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

- 12. OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**
- 13. MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
- 14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.
- 15. [RESERVED].**
- 16. INDEPENDENT CONTRACTOR.** Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general

instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this

Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider 's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver

of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement, Service Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.
- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees,

agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.

- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider’s services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk’s Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a

person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

33. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once

commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

35. ADVERTISING AND PUBLICITY. Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

36. NONDISCRIMINATORY EMPLOYMENT. Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.

37. FORCE MAJEURE. Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural

calamities, riots, or demands or requirements of governmental agencies other than the City.

- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference

shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

45. ACKNOWLEDGEMENT. By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

EUROFINS EATON ANALYTICAL, LLC

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates,³
Purchasing Manager

Camila Gadotti, President _____ Date

Caroline Sangari, _____ Date
Pomona Business Unit Manager⁴

ATTEST:

Lourdes A. López, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and Eurofins Eaton Analytical, LLC)

SCOPE OF SERVICES

Project Manager:
Name: Eric Ngo
Title: Laboratory Scientist Manager
Phone: (805) 263-2106
Email: eric.ngo@oxnard.org

Required

Laboratories shall hold State of California ELAP and National Environmental Laboratory Accreditation Program (NELAP) certificate. Include a copy of current laboratory licensure with the proposal. Subcontract laboratories must also hold accreditations. Any analysis being sent to a subcontract laboratory shall be noted within the final proposal.

General Specifications

Laboratory shall have a web-based client access portal and data reporting system.

Laboratory shall provide a dedicated project manager (familiar with State of California drinking water regulations and/or Environmental Protection Agency (EPA) and NPDES requirements) and key personnel.

Laboratory shall include a list/chart of all analysis methods with MDL, PQL and RDL.

Proposal shall include fees for data report rush turnaround and courier service, as well as courier availability (i.e. notification requirement for courier bottle delivery or sample pick up).

Laboratory shall maintain and preserve appropriate samples and sample extracts for at least thirty (30) calendar days after submission of the report of analysis, with the exception of metal

analysis. Metal analysis samples shall be held for six (6) months from sampling date.

Laboratory

assumes full responsibility for the proper disposal of all test samples in accordance with State

and Federal hazardous waste regulations.

Laboratory shall include its policy on reanalysis of samples for confirmation when necessary.

Laboratory shall provide the City with a copy of its quality assurance manual and that of any

planned subcontract laboratories with the proposal and upon the event changes are made after award of the contract.

Final reports provided to the City shall include a copy of the Chain of Custody.

Laboratory shall include an example final report in the proposal for City review.

Laboratory shall notify the City of any permit exceedances within 24 hours of discovery.

Standard turnaround time for reporting shall be 14 calendar days. For any analysis where this may not be feasible, laboratory must note standard turnaround time for specified analysis.

The City has a duty to report data to the State and may impose financial penalties (25% penalty per analysis that is five calendar days past stated standard turnaround time) for late delivery of reports or failure to meet notification requirements. A report may be considered late if one of the following occurs:

- Report delivery more than 21 calendar days from date of sample receipt at laboratory for reports expected under a standard 14 calendar day turnaround time.
- If a specified analysis has a turnaround time that exceeds 14 calendar days and the City has agreed to the extended turnaround time, the report shall be considered late at 21 calendar days.
- Failure to immediately notify the City of permit limit exceedance within 24 hours of discovery.
- Failure to immediately notify the City of QA/QC failures within 24 hours of discovery.

The City is required to meet compliance with all State and Federal requirements and limits must be met. Contract Laboratory must be able to update notification requirement limits when new limits are imposed on the City. For reference, the City's current Wastewater NPDES permit, R4-2024-0252, and the State's current MCL and Secondary Standard limits are included in this package.

Drinking Water Quality Testing Requirements

The laboratory contracted for drinking water analyses should meet the following requirements:

- Drinking water analyses must be performed in accordance with the current California Regulations Related to Drinking Water Title 22 Code of Regulations and methods listed in Code of Federal Regulations, Title 40 Part 141 (40 CFR 141). Reporting limits must be below the established detection limits for the purposes of reporting (DLRs). The laboratory is responsible for updating their records when water quality limits are added or revised.
- Laboratory proposals should include a cost for group analysis (i.e. general minerals, general physicals, inorganics) and individual analyses. Include a cost for analyses marked "as needed" (**see Attachment B**).
- Laboratory should provide their policy on the re-analysis of samples.
- Ninety-five percent of the drinking water analyses listed in this RFP (excluding UCMR 4 and analyses designated "TBD") should be routinely conducted in-house without subcontracting.
- Provide the City with the appropriate sample containers with preservatives, coolers, trip blanks, sampling/environmental blanks as needed.
- Web-based client access portal and data reporting system.
- Must be able to provide EDT to the State's Safe Drinking Water Information System (SDWIS).
- Electronic data format (PDF, EDF, CSV, or Excel) of results to the City Water Department.
- Immediate MCL exceedance notifications via phone call and email to the appropriate contacts.
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- Laboratory must be able to accommodate 3-day rush analyses of TTHMs.
- QA/QC report to be provided with analytical results.

Environmental Compliance Wastewater Testing Services

The laboratory contracted for environment compliance wastewater analyses should meet the following requirements:

- Analysis methods to be used by the laboratory. Analyses must be performed in accordance with methods listed in Code of Federal Regulations, Title 40 Part 136 (40 CFR 136).
- Provide sample containers with preservatives, coolers, trip blanks as needed. Contract Laboratory to provide sample transport services.
- Web-based client access portal and data reporting system.
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate notification (within 24 hours of discovery) via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- QA/QC report to be provided with analytical results.

Wastewater Treatment Process and Biosolids Testing Services

The laboratory contracted for wastewater and biosolids analyses should meet the following requirements:

- Wastewater analysis must be performed in accordance with methods listed in Code of Federal Regulations, Title 40 Part 136 (40 CFR 136).
- Laboratories to provide a list with stated RDL capacity for each parameter.
- Provide sample containers with preservatives, coolers, trip blanks as needed free of charge.
- Contract Laboratory to provide sample transport services.
- Web-based client access portal and data reporting system.
- Standard reporting time is 14 calendar days.
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate NPDES permit (NPDES NO. CA0054097) limit exceedance notifications via phone call and email to appropriate contacts
- Ability to conform to updated requirements issued by the state in the current NPDES permit (R4-2024-0252) issued to the City of Oxnard by the RWQCB.
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- Laboratory must be able to accommodate rush analyses and reporting (As quickly as a total of 3 calendar days for analysis and final report when practicable).
- QA/QC report to be provided with analytical results.

Recycled Water/Potable Reuse Testing Requirements

The laboratory contracted for Recycled Water/Potable Reuse water analyses should meet the following requirements:

- All laboratory analysis for recycled water contaminants having a primary or secondary MCL or notification level must be conducted using a drinking water method approved by DDW for the contaminant and conducted by a laboratory accredited by the State Water Board Environmental.
- Laboratory Accreditation Program (ELAP) for the analytical method used.
- All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40 CFR § 136) promulgated by the U.S. Environmental Protection Agency. (CCR Title 23, Section 2230). The Quality Assurance-Quality Control Program must conform to the USEPA Guidelines "Laboratory Documentation Requirements for Data Validation", January 1990, USEPA Region 9) or procedures approved by the Los Angeles Regional Water Quality Control Board.
- Samples shall be analyzed using analytical methods described in Section 141 of Title 40 of the Code of Federal Regulations (40 CFR § 141); or where no methods are specified for a given pollutant, by methods approved by DDW, the Regional Water Board and/or the State Water Board. Analytical methods that provide Minimum Reporting Levels (MRLs) lower than the limits prescribed in Waste Discharge Permit (Order R4-2020-0051, File No.08-070) or as low as possible that will provide reliable data.
- Specific analytes required as part of the 2018 Recycled Water Policy must be analyzed by laboratories that are approved by the DDW. Reporting limits must be below the established detection limits for the purposes of reporting (DLRs). The laboratory is responsible for updating their records when water quality limits are added or revised.
- Laboratory proposals should include a cost for group analysis (i.e. general minerals, general physicals, inorganics) and individual analyses. Include a cost for analyses marked "as needed." **(see Attachment B)**
- Laboratory should provide their policy on the re-analysis of samples.
- Provide the City with the appropriate sample containers with preservatives, coolers, trip blanks as needed.
- Web-based client access portal and data reporting system.
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate MCL exceedance (from Sample Point EFF-001) notifications via phone call and email to the appropriate contacts.

- Immediate notifications on exceedances set forth in the Waste Discharge Permit (Order R4-2020-0051, File No.08-070).
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- QA/QC report to be provided with analytical results. Samples shall be analyzed within allowable holding time limits as specified in 40 CFR § 141. All QA/QC analyses shall be conducted on the same dates the samples are analyzed.

Additional As Needed Testing

The City and awarded Laboratory/Laboratories shall cooperatively work together throughout the duration of the agreement. Any laboratory contracted with the City through this RFP process shall be able to accommodate any requested analysis/method/or notification change and imposed on the City through Permitting agencies.

EXHIBIT B

GENERAL SERVICE AGREEMENT (City of Oxnard and Eurofins Eaton Analytical, LLC)

SCHEDULE OF COMPENSATION

Fees for non-analytical services are as follows:

<u>Item</u>	<u>Unit Price</u>
Sample Kit (containers, COC, gel packs, packing slip, cooler)	No Charge
Pre-Labeled Containers with site names	No Charge
Pre-Filled Custody Forms with site names/tests	No Charge
Sample Kit Delivery (normal business hours)	No Charge
Sample Kit Delivery (after hours, weekends, holidays)	\$50
Sample Pick Up (normal business hours)	<i>On Cost Sheet</i>
Sample Pick Up or Drop Off (after hours, weekends, holidays)	\$100
Sample Collection (per hour)	<i>Quote</i>
Sample Collection Weekends and Holidays (per hour)	<i>Quote</i>
Level 2 QC (Lab Spikes, Matrix Spikes, Blanks, Surrogates)	No Charge
Hardcopy Reports (via PDF)	No Charge
Electronic Data Deliverables compatible with EVMWD's LIMS	No Charge
Electronic Data Transfer to DDW, WaterTrax, CDX, Geotracker	No Charge
Web Access and Online Data Management	No Charge

Fees for expedited analysis are as follows:

<u>Item</u>	<u>Surcharge</u>
Results within 10 working days	No Charge
Results for 10 th of the month samples rec'd in last week of the month	No Charge
Results within 5 working days	1.25 x listed unit price
Results within 3 working days	1.50 x listed unit price
Results within 2 working days	2.0 x listed unit price
Results within 1 working day	3.0 x listed unit price

Fees for QA Consulting Services are as follows:

<u>Item</u>	<u>Hourly Rate</u>
Senior Professional	\$300
Professional	\$200
Technician	\$150
Field Sampler Training (Contact Hours credit)	<i>Quote</i>
Regulatory Training (Contact Hours credit)	<i>Quote</i>

AQUIFER STORAGE AND RECOVERY (ASR) MONITORING WELLS									
If a service is not available, you should indicate "N/A" (Not Applicable) in the corresponding columns									
SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUB CONTRACT LABORATORY	STANDARD TURN AROUND TIME (DAYS)	NOTIFICATION REQUIREMENT FOR BOTTLE DELIVERY AND SAMPLE PICK UP (DAYS)	PRICE FOR QTY 1
Quarterly	Potable	5	20	General Mineral	Varies		14 Cal. Days	1 day if in SC or 5 days*	\$35.00
Quarterly	Potable	5	20	Inorganic Chemicals	Varies		14 Cal. Days	1 day if in SC or 5 days	\$300.00
Quarterly	Potable	5	20	General Physical (Title 22)	Varies		14 Cal. Days	1 day if in SC or 5 days	\$35.00
Quarterly	Potable	5	20	1,4 Dioxane - GCMS	EPA 827M (EPA 522)		14 Cal. Days	1 day if in SC or 5 days	\$120.00
Quarterly	Potable	5	20	1,2,3 Trichloropropane(TCP) GCMS-SIM	SRL 524M - TCP		14 Cal. Days	1 day if in SC or 5 days	\$64.00
Quarterly	Potable	5	20	Semivolatile Organic Compounds	EPA 625		14 Cal. Days	1 day if in SC or 5 days	\$130.00
Quarterly	Potable	5	20	Formaldehyde	EPA 556		14 Cal. Days	1 day if in SC or 5 days	\$165.00
Quarterly	Potable	5	20	Bromate	EPA 300.1 (EPA 317)		14 Cal. Days	1 day if in SC or 5 days	\$25.00
Quarterly	Potable	5	20	Chlorate	EPA 300.1 (EPA 300.0)		14 Cal. Days	1 day if in SC or 5 days	\$25.00
Quarterly	Potable	5	20	Chlorite	EPA 300.1 (EPA 300.0)		14 Cal. Days	1 day if in SC or 5 days	\$25.00
Quarterly	Potable	5	20	Carbamates	EPA 531.1 (EPA 531.2)		14 Cal. Days	1 day if in SC or 5 days	\$70.00
Quarterly	Potable	5	20	Organochlorine Pesticides & PCB's	EPA 508 (EPA 505)		14 Cal. Days	1 day if in SC or 5 days	\$70.00
Quarterly	Potable	5	20	Chlorinated Acid Herbicides	EPA 515.3 (EPA 515.4)		14 Cal. Days	1 day if in SC or 5 days	\$75.00
Quarterly	Potable	5	20	Oil and Grease	EPA 1664A		14 Cal. Days	1 day if in SC or 5 days	\$40.00
Quarterly	Potable	5	20	Diquat	EPA 549.2		14 Cal. Days	1 day if in SC or 5 days	\$75.00
Quarterly	Potable	5	20	Endothall	EPA 548.1		14 Cal. Days	1 day if in SC or 5 days	\$75.00
Quarterly	Potable	5	20	Explosives	EPA 8330A		14 Cal. Days	1 day if in SC or 5 days	\$150.00
Quarterly	Potable	5	20	Fumigants (EDB, DBCP)	EPA 504.1		14 Cal. Days	1 day if in SC or 5 days	\$35.00
Quarterly	Potable	5	20	Glyphosate	EPA 547		14 Cal. Days	1 day if in SC or 5 days	\$70.00
Quarterly	Potable	5	20	Glycol	EPA 8015B		14 Cal. Days	1 day if in SC or 5 days	\$115.00
Quarterly	Potable	5	20	Haloacetic Acids (HAA5)	EPA 552.2 (SM 6251B)		14 Cal. Days	1 day if in SC or 5 days	\$50.00
Quarterly	Potable	5	20	Boron	EPA 200.8		14 Cal. Days	1 day if in SC or 5 days	\$10.00
Quarterly	Potable	5	20	Vanadium	EPA 200.8		14 Cal. Days	1 day if in SC or 5 days	\$10.00
Quarterly	Potable	5	20	Nitrosoamines low-level	EPA 1625M (EEA 521.1)		14 Cal. Days	1 day if in SC or 5 days	\$150.00
Quarterly	Potable	5	20	Perchlorate	EPA 314.0 (EPA 331.0)		14 Cal. Days	1 day if in SC or 5 days	\$55.00

Mark up on Rush Samples	Same Day	1 Calendar Day	2 Calendar Days	5 Calendar Days	7 Calendar Days
	+200%	+150%	+100%	+50%	+25%
City Notes: Sample frequency may change once State requirements for sampling become official					
Vendor Notes: *Routine containers will be stocked at the Ventura Center and available for delivery within 1 WD. Non-stocked containers will need 5 WD notice. Alternative methods listed in RED.					

Quarterly	Potable	5	20	PFC's in Water by LC/MS	EPA 537M (EPA 537.1)		14 Cal. Days	1 day if in SC or 5 days	\$175.00		
Quarterly	Potable	5	20	Polybrominated Diphenyl Ethers (PBDE's)	EPA 905.0 (GC-QQQ)		14 Cal. Days	1 day if in SC or 5 days	\$200.00		
Quarterly	Potable	5	20	PPCP - Morphine by LCMSMS - ESI+	EPA 1694M ESI+ (LCMS)		14 Cal. Days	1 day if in SC or 5 days	\$350.00		
Quarterly	Potable	5	20	PPCP - Pharmaceuticals by LCMSMS - ESI +	EPA 1694M ESI+ (LCMS ESI+)		14 Cal. Days	1 day if in SC or 5 days	\$400.00		
Quarterly	Potable	5	20	PPCP - Pharmaceuticals by LCMSMS - ESI -	EPA 1694M ESI- (LCMS ESI-)		14 Cal. Days	1 day if in SC or 5 days	\$400.00		
Quarterly	Potable	5	20	PPCP - Hormones by LCMSMS - APCI+	EPA 1694M APCI (LCMS)		14 Cal. Days	1 day if in SC or 5 days	Included		
Quarterly	Potable	5	20	Alkyl Phenols by GCMS	ASTM D7065		14 Cal. Days	1 day if in SC or 5 days	\$275.00		
Quarterly	Potable	5	20	Pyrethroid Pesticides by GC/MS Sim	GC/MS NCI-SIM (GC-QQQ)		14 Cal. Days	1 day if in SC or 5 days	\$200.00		
Quarterly	Potable	5	20	Gross Alpha	EPA 900.0 (SM 7110B)		14 Cal. Days	1 day if in SC or 5 days	\$62.00		
Quarterly	Potable	5	20	Gross Beta	EPA 900.0 (SM 7110B)		14 Cal. Days	1 day if in SC or 5 days	Included		
Quarterly	Potable	5	20	Uranium (pCi/L)	EPA 200.8		14 Cal. Days	1 day if in SC or 5 days	\$20.00		
Quarterly	Potable	5	20	Semivolatile Organics - Extended	EPA 525.2		14 Cal. Days	1 day if in SC or 5 days	\$350.00		
Quarterly	Potable	5	20	Mod-OPP low-level	EPA 525.2M		14 Cal. Days	1 day if in SC or 5 days	Included		
Quarterly	Potable	5	20	Dioxin 2378TCDD	EPA 1613B		14 Cal. Days	1 day if in SC or 5 days	\$390.00		
Quarterly	Potable	5	20	Asbestos, Water-TEMP	EPA 100.2		14 Cal. Days	1 day if in SC or 5 days	\$150.00		
Quarterly	Potable	5	20	Radium - 226	EPA 903.1 (SM 7500Ra-B)		21 Cal. Days	1 day if in SC or 5 days	\$85.00		
Quarterly	Potable	5	20	Radium - 228	EPA 904.0 (SM 7500Ra-D)		21 Cal. Days	1 day if in SC or 5 days	\$95.00		
Quarterly	Potable	5	20	Strontium - 90	EPA 905.0		21 Cal. Days	1 day if in SC or 5 days	\$130.00		
Quarterly	Potable	5	20	Tritium	EPA 906.0		21 Cal. Days	1 day if in SC or 5 days	\$80.00		
Quarterly	Potable	5	20	EPA 524.2 -TBA	EPA 524.2 (SIM)		14 Cal. Days	1 day if in SC or 5 days	\$55.00		
Quarterly	Potable	5	20	Volatile Organic Compounds	EPA 524.2		14 Cal. Days	1 day if in SC or 5 days	\$60.00		
Quarterly	Potable	5	20	Bacteriological Coliform and E.Coli	SM 9223B	FGL	14 Cal. Days	1 day if in SC or 5 days	\$35.00		
Quarterly	Potable	5	20	Hexavalent Chromium	EPA 218.6 (EPA 218.7)		14 Cal. Days	1 day if in SC or 5 days	\$35.00		
Quarterly	Potable	5	20	Dissolved Oxygen	EPA 360.1 (SM 4500O-G)		14 Cal. Days	1 day if in SC or 5 days	\$15.00		
Quarterly	Potable	5	20	Oxidation Reduction Potential	ASTM D1498		14 Cal. Days	1 day if in SC or 5 days	\$30.00		
Quarterly	Potable	5	20	Hydrogen Sulfide	EPA 150.1 / SM 4500SH/ CAL		14 Cal. Days	1 day if in SC or 5 days	\$30.00		
Quarterly	Potable	5	20	Specific Conductance	SM 2510B		14 Cal. Days	1 day if in SC or 5 days	\$9.00		
Total Annual Estimated Cost:									\$5,605.00		
Courier Charges							Monday	Tuesday	Wednesday	Thursday	Friday
							\$95.00	\$95.00	\$95.00	\$95.00	\$95.00

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Eurofins Eaton Analytical, LLC)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE			

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to, _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Eurofins Eaton Analytical, LLC)**

FEDERAL GRANT ADDENDUM

[RESERVED]

EXHIBIT E

GENERAL SERVICES AGREEMENT (City of Oxnard and Eurofins Eaton Analytical, LLC)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
- D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
- c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

GENERA SERVICES AGREEMENT (City of Oxnard and Eurofins Eaton Analytical, LLC)

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of

its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.
8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.
10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its

officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

EXHIBIT G

GENERAL SERVICES AGREEMENT (City of Oxnard and Eurofins Eaton Analytical, LLC)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION (TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

CITY OF OXNARD
WATER DIVISION
251 SOUTH HAYES AVENUE

SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Weekly	Potable Water	1	52	Langelier Index Calculation Only	Calculation		\$ 15.00	See Below	\$ 11.00
Weekly	Potable Water	1	52	Total Suspended Solids (TSS)	SM 2540D		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	3	156	Nirite	EPA 353.2		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	4	208	PH, Conductivity	SM 4500 EPA 120.1		\$ 15.00	See Below	\$ 21.00
Weekly	Potable Water	4	208	Manganese	EPA 200.7		\$ 15.00	See Below	\$ 11.00
Weekly	Potable Water	5	260	Fluoride	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	6	312	Hardness as CaCO3	Calculation		\$ 15.00	See Below	\$ 21.00
Weekly	Potable Water	6	312	Sulfate	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	7	364	Calcium	EPA 200.7		\$ 15.00	See Below	\$ 11.00
Weekly	Potable Water	7	364	Chloride	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	7	364	Iron	EPA 200.7		\$ 15.00	See Below	\$ 11.00
Weekly	Potable Water	7	364	Magnesium	EPA 200.7		\$ 15.00	See Below	\$ 11.00
Weekly	Potable Water	7	364	Nitrate	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	7	364	Sodium	EPA 200.7		\$ 15.00	See Below	\$ 11.00

Weekly	Potable Water	7	364	Total Dissolved Solids (TDS)	SM 2540		\$ 15.00	See Below	\$ 16.00
Weekly	Potable Water	43	2236	Coliforms P/A	SM 9223		\$ 15.00	See Below	\$ 16.00
Monthly	Potable Water	7	84	Alkalinity	SM 2320B		\$ 15.00	See Below	\$ 16.00
Monthly	Potable Water	7	84	Fluoride	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Monthly	Potable Water	7	84	Nirite	EPA 353.2		\$ 15.00	See Below	\$ 16.00
Monthly	Potable Water	10	120	Methyl Tertiary Butyl Ether (MTBE)	EPA 524.2		\$ 15.00	See Below	\$ 50.00
Monthly	Potable Water	10	120	Nitrate	EPA 300.0		\$ 15.00	See Below	\$ 16.00
Quarterly	Potable Water	3	12	Uranium	EPA 200.8		\$ 15.00	See Below	\$ 21.00
Quarterly	Potable Water	8	32	Trihalomethanes	EPA 524.2		\$ 15.00	See Below	\$ 53.00
Quarterly	Potable Water	8	32	Haloacetic Acids	EPA 552.2		\$ 15.00	See Below	\$ 79.00
Quarterly	Potable Water	10	40	Calcium	EPA 200.7		\$ 15.00	See Below	\$ 11.00
Quarterly	Potable Water	12	48	1, 2, 3 Trichloropropane (1,2,3 TCP)	SRL 524M		\$ 15.00	See Below	\$ 69.00
Annual	Potable Water	1	1	Strontium 90	EPA 905.0	GEL	\$ 20.00	not available	\$ 142.00
Annual	Potable Water	1	1	Tritium	EPA 906.0	GEL	\$ 20.00	not available	\$ 74.00
Annual	Potable Water	7	7	Gross Alpha Radioactivity	EPA 900.0		\$ 15.00	See Below	\$ 42.00
Annual	Potable Water	7	7	Gross Beta Radioactivity	EPA 900.0		\$ 15.00	See Below	\$ 42.00
Annual	Potable Water	7	7	Radium 226	EPA 903.0	GEL	\$ 20.00	not available	\$ 116.00
Annual	Potable Water	7	7	Radium 228	EPA 904.0	GEL	\$ 20.00	not available	\$ 116.00
Annual	Potable Water	10	10	General Mineral	Various		\$ 15.00	See Below	\$ 223.00

Annual	Potable Water	10	10	General Physical	Various		\$ 15.00	See Below	\$ 32.00
Annual	Potable Water	10	10	Inorganics	Various		\$ 15.00	See Below	\$ 368.00
Annual	Potable Water	10	10	Perchlorate	EPA 314.1		\$ 15.00	See Below	\$ 42.00
Annual	Potable Water	10	10	Radiologicals	Various	Not defined in Oxnard IPR List	\$ 15.00	See Below	
Annual	Potable Water	10	10	Synthetic Organics Compounds	EPA 500 Series 1613		\$ 15.00	See Below	\$ 924.00
Annual	Potable Water	10	10	Volatile Organics Compounds	EPA 524.2		\$ 15.00	See Below	\$ 84.00
Annual	Potable Water	11	11	Aggressive Index Calculation Only	Calculation		\$ 15.00	See Below	\$ 11.00
Annual	Potable Water	11	11	Asbestos	EPA 600 R-94 / 134	EMSL-LAT		not available	\$ 185.00
If Needed	Potable Water	1	1	Acute Toxicity	96 Hours	ABC Lab		not available	\$ 420.00
If Needed	Potable Water	5	5	BOD 5	SM 5210B		\$ 15.00	See Below	\$ 48.00
If Needed	Potable Water	5	5	Settable Solids	SM 2540		\$ 15.00	See Below	\$ 13.00
If Needed	Potable Water	5	5	Turbidity	EPA 180.1		\$ 15.00	See Below	\$ 13.00
If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-7 VOC	EPA 524.3	N/A	\$ 15.00	See Below	
If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-1 SOC	EPA 522	N/A	\$ 15.00	See Below	
If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-6 Metals	EPA 200.8 REV 5.4	N/A	\$ 15.00	See Below	

If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-1 Oxyhalide Anion	EPA 300.1	N/A	\$ 15.00	See Below	
If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-6 Perflourinated Compounds	EPA 537 REV 1.1	N/A	\$ 15.00	See Below	
If Needed	Potable Water	3 Entry Point 1 Maximum Resident		List 2 UCMR 3-7 Horomones	EPA 539	N/A	\$ 15.00	See Below	
Mark up on Rush Samples						%			

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

CITY OF OXNARD
LABORATORY TESTING SERVICES New Prices 10/01/24 - 09/30/25

SOURCE CONTROL 6001 PERKINS ROAD									
SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Monthly	Non-Potable	2	24	Boron	EPA 200.8		15	See Below	\$ 11.00
Bi-Monthly	Non-Potable	1	6	PCBs	EPA 608.3		15	See Below	\$ 95.00
Bi-Monthly	Non-Potable (1)	1	6	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	See Below	above
Bi-Monthly	Non-Potable	1	6	Group Metals: Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, and Zinc	EPA 6010B + EPA 7471A		15	See Below	\$ 74.00
Bi-Monthly	Non-Potable	1	6	Dioxins-High Resolution Resolution-Full List	EPA 1613B		20	not available	\$ 642.00
Bi-Monthly	Non-Potable (2)	1	6	Volatiles Organics-Full List	EPA 624.1		15	See Below	\$ 105.00
Bi-Monthly	Non-Potable	1	6	Semivolatiles Organics-Full List	EPA 625.1		15	See Below	\$ 168.00
Bi-Monthly	Non-Potable	1	6	Total Cyanide	EPA 335.4		15	See Below	\$ 37.00
Mark up on Rush Samples						%			

Notes:

(1)Include 2,4-DDD, 2,4-DDE, 2,4-DDT, 4,4-DDD, 4,4-DDE, and 4,4-DDT

(2)Sample for 624.1 is unpreserved. Include Acrolein, Acrylonitrile, and 2-Chloroethyl vinyl ether

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

CITY OF OXNARD

LABORATORY TESTING SERVICES New Prices 10/01/24 - 09/30/25

WASTEWATER TREATMENT PLANT 6001 PERKINS ROAD									
SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Monthly	Non-Potable	1	12	PCBs	EPA 608.3		15	See Below	\$ 95.00
Monthly	Non-Potable ⁽²⁾	1	12	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	See Below	see above
Monthly	Non-Potable	2	24	TKN (Total Kjeldahl Nitrogen)	EPA 351.2		15	See Below	\$ 37.00
Monthly	Non-Potable	1	12	TOC (Total Organic Carbon)	SM-5310C		15	See Below	\$ 42.00
Monthly	Sludge ⁽¹⁾	1	12	Group Metals: Arsenic, Cadmium, Total Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, and Zinc	EPA 6010B + EPA 7471A		15	See Below	\$ 105.00
Monthly	Sludge ⁽¹⁾	1	12	TKN (Total Kjeldahl Nitrogen)	EPA 351.2		15	See Below	\$ 42.00
Monthly	Sludge ⁽¹⁾	1	12	% Moisture	Calculated		15	See Below	\$ 11.00
Quarterly	Non-Potable	2	8	Dioxins-High Resolution Resolution-Full List	EPA 1613B	Pace - MN	20	See Below	\$ 642.00
Quarterly	Non-Potable	2	8	PCB Congeners	EPA 1668C	Pace - MN	15	See Below	\$ 1,065.00
Quarterly	Non-Potable	1	4	PCBs	EPA 608.3		15	See Below	\$ 95.00
Quarterly	Non-Potable ⁽²⁾	1	4	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	See Below	see above
Quarterly	Non-Potable	2	8	Gross Alpha and Beta	EPA 900.0		15	See Below	\$ 84.00
Semiannual	Sludge ⁽¹⁾	1	2	Dioxins-High Resolution Resolution-Full List	EPA 8290A	Pace - MN	20	See Below	\$ 642.00

A-8484 (2nd Amendment)									
Semiannual	Sludge ⁽¹⁾	1	2	Group Metals: Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Copper, Mercury, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, and Zinc	EPA 6010B + EPA 7471A		15	See Below	\$ 153.00
Semiannual	Sludge ⁽¹⁾	1	2	Total Cyanide	EPA 9012/9014	Enthalpy	15	See Below	\$ 130.00
Semiannual	Sludge ⁽¹⁾	1	2	PCBs	EPA 8082		15	See Below	\$ 95.00
Semiannual	Sludge ^(1,2)	1	2	Chlorinated Pesticides-By-Products+Mirex	EPA 8081A		15	See Below	see above
Semiannual	Sludge ⁽¹⁾	1	2	Semivolatiles Organics-Full List	EPA 8270C		15	See Below	\$ 168.00
Semiannual	Sludge ⁽¹⁾	1	2	Volatiles Organics-Full List	EPA 8260B		15	See Below	\$ 105.00
Semiannual	Non-Potable ⁽⁴⁾	2	4	Volatiles Organics-Full List	EPA 624.1		15	See Below	\$ 105.00
Semiannual	Non-Potable	2	4	Semivolatiles Organics-Full List	EPA 625.1		15	See Below	\$ 168.00
Semiannual	Non-Potable	2	4	Hexavalent Chromium	EPA 218.6		15	See Below	\$ 42.00
Semiannual	Non-Potable	2	4	Tributyltin	Krone, et al, 1989 in Water		15	See Below	\$ 210.00
Semiannual	Non-Potable	2	4	Total Cyanide	EPA 335.4		15	See Below	\$ 37.00
Semiannual	Non-Potable	2	4	Group Metals: Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Copper, Mercury, Lead, Nickel, Selenium, Silver, Thallium, and Zinc	EPA 200.8		15	See Below	\$ 142.00
Annual	Non-Potable	1	1	Group Metals: Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, and Zinc	EPA 200.8		15	See Below	\$ 74.00
Quarterly	Sludge ⁽³⁾	1	4	Dioxins-High Resolution Resolution-Full List	EPA 8290A	Pace - MN	15	See Below	\$ 642.00
Quarterly	Sludge ⁽³⁾	1	4	PCBs	EPA 8082		15	See Below	\$ 95.00
Quarterly	Sludge ^(2,3)	1	4	Chlorinated Pesticides-By-Products+Mirex	EPA 8081A		15	See Below	see above
Quarterly	Sludge ⁽³⁾	1	4	Group Metals: Potassium, Boron	EPA 6010B		15	See Below	\$ 21.00

RATES AND COSTS 10.01.24 EXHIBIT

Quarterly	Sludge ⁽³⁾	1	4	CCR Metals	EPA 6010B + EPA 7471A		A-8484 (2nd Amendment) 15	See Below	\$ 184.00
Quarterly	Sludge ⁽³⁾	1	4	17 STLC (WET) CCR Metals	EPA 6010B + EPA 7471A		15	See Below	\$ 289.00

Mark up on Rush Samples

%

Notes:

(1) Report in Dry Weight

(2) Include 2,4-DDD, 2,4-DDE, 2,4-DDT, 4,4-DDD, 4,4-DDE, and 4,4-DDT

(3) Report in Wet Weight

(4) Sample for 624.1 is unpreserved. Include Acrolein, Acrylonitrile, and 2-Chloroethyl vinyl ether

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

TCLP Extraction for Inorganics - \$105

TCLP Extraction for Organics ZHE - \$184

STLC Extraction for Inorganics - \$105

RATES AND COSTS 10.01.24 EXHIBIT

CITY OF OXNARD LABORATORY TESTING SERVICES
ADVANCED WATER PURIFICATION FACILITY New Prices 10/01/24 - 09/30/25
5700 PERKINS ROAD

SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Daily	Non-Potable	1	365	Settleable Solids	SM 2540 F		15	See Below	\$ 11.00
Weekly	Non-Potable	1	52	Total Suspended Solids	SM 2540 D		15	See Below	\$ 16.00
Weekly	Non-Potable	1	52	5 day Biochemical Oxygen Demand (BOD ₅)	SM 5210 B		15	See Below	\$ 48.00
Daily	Non-Potable	1	365	Total Coliforms	SM9223B		15	See Below	\$ 11.00
Twice per week	Non-Potable	1	104	Ammonia as N	EPA 350.1 or SM 4500-NH3 C		15	See Below	\$ 32.00
Twice per week	Non-Potable	1	104	Nitrate as N	EPA 300 or 300.1 353.2		15	See Below	\$ 16.00
Twice per week	Non-Potable	1	104	Nitrite as N	EPA 300 or 300.1 353.2		15	See Below	\$ 16.00
Monthly	Non-Potable	1	12	Copper	EPA 200.5 or 200.7 or 200.8 or 200.9 or SM 3111 B or		15	See Below	\$ 11.00
Monthly	Non-Potable	1	12	Lead	EPA 200.5 or 200.8 or 200.9 or		15	See Below	\$ 11.00
Monthly	Non-Potable	1	12	Chromium VI	EPA 218.6 or 218.7		15	See Below	\$ 42.00
Monthly	Non-Potable	1	12	Inorganic Chemicals per Title 22, §64431 Table 64431-A (Note that Nitrogen Species are already	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 405.00
Monthly	Non-Potable	1	12	Volatile Organic Chemicals per Title 22, §64444 Table 64444-A –	EPA 524.2		15	See Below	\$ 84.00
Monthly	Non-Potable	1	12	Non-Volatile Synthetic Organic Chemicals per Title 22, §64444 Table 64444-A – section b)	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 924.00

Monthly	Non-Potable	1	4	General Minerals & Inorganic Chemicals (Ca, K, Na, total	See attached spreadsheet		15	See Below	\$ 368.00
Monthly	Non-Potable	1	12	Disinfection By-Products per Title 22 §64533 Table 64533-A THM+HAA5+Chlorite+Bromate	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 231.00
Monthly	Non-Potable	1	12	Radioactivity per Title 22 §64442 and §64443 Tables 64442 and	EPA 900.0 Gross Alpha only		15	See Below	\$ 42.00
Monthly	Non-Potable	1	12	Gross Beta - EPA 900.0 (millirem/y)	EPA 900.0		15	See Below	\$ 42.00
Monthly	Non-Potable	1	12	Strontium-90	EPA 900.0	GEL	20	not available	\$ 142.00
Monthly	Non-Potable	1	12	Uranium (pCi/L) - EPA 200.8	EPA 200.8		15	See Below	\$ 21.00
Monthly	Non-Potable	1	12	Combined Radium-226 and Radium 228	EPA EMSL-19	GEL	20	not available	\$ 232.00
Monthly	Non-Potable	1	12	Tritium (pCi/L)	EPA 906	GEL	20	not available	\$ 74.00
Quarterly	Non-Potable	1	4	Total Dissolved Solids	SM 2540 C		15	See Below	\$ 16.00
Quarterly	Non-Potable	1	4	Sulfate	EPA 300.1		15	See Below	\$ 16.00
Quarterly	Non-Potable	1	4	Chloride	EPA 300.1		15	See Below	\$ 16.00
Yearly	Non-Potable	1	1	Secondary MCLs per §64449 Tables 64449A and 64449B (not including compounds sampled	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 111.00
Monthly	Non-Potable	1	12	Notification Levels (see spreadsheet – note NDMA and 1,4 Dioxane are reported	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 1,129.00
Quarterly	Non-Potable	1	4	Priority Toxic Pollutants ⁽¹⁾	Multiple Valid Methods, See Spreadsheet		15	See Below	\$ 426.00
Monthly	Non-Potable	1	12	1,4 Dioxane ⁽²⁾	EPA 8270E, or EPA 522 or EPA 8260D		15	See Below	\$ 168.00
Monthly	Non-Potable	3	36	NDMA ⁽²⁾	EPA 1625B or EPA 521 or EPA 8270E or EPA 607 or EPA		15	See Below	\$ 200.00

Quarterly	Non-Potable	1	4	NMOR ⁽²⁾	EPA 1625C or, EPA 8270E or EPA 625.1		15	See Below	see above
Monthly	Non-Potable	3	36	Sucralose ⁽²⁾	EPA 1694		15	See Below	\$ 315.00
Monthly	Non-Potable	3	36	Sulfamethoxazole ⁽²⁾	EPA 1694		15	See Below	\$ 315.00
Monthly	Non-Potable	1	12	PFOS and PFOA ⁽²⁾	EPA 537.1		15	See Below	\$ 237.00
Monthly	Non-Potable	3	12	Electrical Conductivity ⁽²⁾	SM 2510B		15	See Below	\$ 11.00
Weekly (& Monthly)	Non-Potable	2 (1) ⁽³⁾	116	Total Organic Carbon ⁽²⁾	SM 5310 B		15	See Below	\$ 42.00
Quarterly	Non-Potable	1	4	Estrogen receptor- α ⁽²⁾	_(4)	Trussell Tech	60	not available	Cost + 10%
Quarterly	Non-Potable	1	4	Aryl hydrocarbon Receptor (2)	_(4)	BioDetction Systems	60	not available	Cost + 10%

Mark up on Rush Samples %

Notes:

(1) Methods with the lowest possible detection limit are requested due to very low levels allowable for priority toxic pollutants.

(2) Laboratory must have a DDW method approval letter for analysis of compounds per the recycled water policy or be able to gain method approval prior to contract

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

TCLP Extraction for Inorganics - \$105

TCLP Extraction for Organics ZHE - \$184

STLC Extraction for Inorganics - \$105

CITY OF OXNARD (Pricing for 10/01/24 end 09/30/25)**LABORATORY TESTING SERVICES****ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS****(MW-1D, MW-1M, MW-1S, MW-2, MW-3)**

SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly	Non-Potable	5	20	General Minerals	Varies		15	See Below	\$ 223.00
Quarterly	Non-Potable	5	20	Inorganic Chemicals	Varies		15	See Below	\$ 184.00
Quarterly	Non-Potable	5	20	General Physical (Title 22)	Varies		15	See Below	\$ 32.00
Quarterly	Non-Potable	5	20	1,4-Dioxane - GCMS	EPA 8270M		15	See Below	\$ 168.00
Quarterly	Non-Potable	5	20	1,2,3- Trichloropropane (TCP) - GCMS-SIM	SRL 524M- TCP		15	See Below	\$ 69.00
Quarterly	Non-Potable	5	20	EPA 625 - Semivolatile Organic Compounds	EPA 625		15	See Below	\$ 168.00
Quarterly	Non-Potable	5	20	EPA 556 - Formaldehyde only	EPA 556		15	See Below	\$ 189.00
Quarterly	Non-Potable	5	20	Bromate - EPA 300.1	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Non-Potable	5	20	Chlorate - EPA 300.1	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Non-Potable	5	20	Chlorite - EPA 300.1	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Non-Potable	5	20	EPA 531.1 - Carbamates	EPA 531.1		15	See Below	\$ 90.00
Quarterly	Non-Potable	5	20	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508		15	See Below	\$ 90.00

Quarterly	Non-Potable	5	20	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3		15	See Below	\$ 90.00
Quarterly	Non-Potable	5	20	Oil and Grease - EPA 1664A	EPA 1664A		15	See Below	\$ 37.00
Quarterly	Non-Potable	5	20	EPA 549.2 - Diquat	EPA 549.2		15	See Below	\$ 90.00
Quarterly	Non-Potable	5	20	EPA 548.1 - Endothall	EPA 548.1		15	See Below	\$ 90.00
Quarterly	Non-Potable	5	20	EPA 8330A - Explosives	EPA 8330A		15	See Below	\$ 237.00
Quarterly	Non-Potable	5	20	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1 by 524.3		15	See Below	\$ 53.00
Quarterly	Non-Potable	5	20	EPA 547 - Glyphosate	EPA 547		15	See Below	\$ 90.00
Quarterly	Non-Potable	5	20	EPA 8015B - Glycol	EPA 8015B		15	See Below	\$ 137.00
Quarterly	Non-Potable	5	20	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2		15	See Below	\$ 95.00
Quarterly	Non-Potable	5	20	Boron - EPA 200.8	EPA 200.8		15	See Below	\$ 11.00
Quarterly	Non-Potable	5	20	Vanadium - EPA 200.8	EPA 200.8		15	See Below	\$ 11.00
Quarterly	Non-Potable	5	20	Nitrosoamines low-level - EPA 1625M	EPA 1625M		15	See Below	\$ 200.00
Quarterly	Non-Potable	5	20	Perchlorate - EPA 314.0	EPA 314.0		15	See Below	\$ 42.00
Quarterly	Non-Potable	5	20	PFCs in water by LC/MS	EPA 537M		20	See Below	\$ 289.00
Quarterly	Non-Potable	5	20	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM		20	See Below	\$ 263.00

Quarterly	Non-Potable	5	20	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+		20	See Below	\$ 315.00
Quarterly	Non-Potable	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694 List A		20	See Below	\$ 315.00
Quarterly	Non-Potable	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694 List B		20	See Below	\$ 315.00
Quarterly	Non-Potable	5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694 List C		20	See Below	\$ 315.00
Quarterly	Non-Potable	5	20	Alkyl Phenols by GCMS D7065	ASTM D7065		15	See Below	\$ 263.00
Quarterly	Non-Potable	5	20	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM		15	See Below	\$ 237.00
Quarterly	Non-Potable	5	20	Gross Alpha - EPA 900.0	EPA 900.0		15	See Below	\$ 42.00
Quarterly	Non-Potable	5	20	Gross Beta - EPA 900.0	EPA 900.0		15	See Below	\$ 42.00
Quarterly	Non-Potable	5	20	Uranium (pCi/L) - EPA 200.8	EPA 200.8		15	See Below	\$ 21.00
Quarterly	Non-Potable	5	20	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2		15	See Below	\$ 210.00
Quarterly	Non-Potable	5	20	EPA 525.2 Mod - OPP low-level	EPA 525.2M		15	See Below	\$ 200.00
Quarterly	Non-Potable	5	20	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	Pace -MN	20	See Below	\$ 380.00
Quarterly	Non-Potable	5	20	Asbestos, water - TEM	EPA 100.2	EMSL	20	See Below	\$ 185.00
Quarterly	Non-Potable	5	20	Radium-226	EPA Ra-05	GEL	20	See Below	\$ 115.00
Quarterly	Non-Potable	5	20	Radium-228	EPA Ra-05	GEL	20	See Below	\$ 115.00
Quarterly	Non-Potable	5	20	Strontium-90	EPA 905.0	GEL	20	See Below	\$ 145.00

Quarterly	Non-Potable	5	20	Tritium	EPA 906.0	GEL	20	See Below	\$ 74.00
Quarterly	Non-Potable	5	20	EPA 524.2 – TBA	EPA 524.2		15	See Below	\$ 63.00
Quarterly	Non-Potable	5	20	EPA 524.2 - Volatile Organic Compounds	EPA 524.2		15	See Below	\$ 84.00
Quarterly	Non-Potable	5	20	EPA 624 - Volatile Organic Compounds	EPA 624		15	See Below	\$ 105.00
Mark up on Rush Samples						%			

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

CITY OF OXNARD

LABORATORY TESTING SERVICES (Pricing for 10/01/24 end 09/30/25)

ADVANCED WATER PURIFICATION FACILITY WETLANDS PROJECT IN PARTNERSHIP WITH THE BUREAU OF RECLAMATION 5700 PERKINS ROAD									
SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Monthly	Non-Potable	12	12	Alkalinity	*		15	See Below	\$ 16.00
Monthly	Non-Potable	12	12	Aluminum	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Arsenic	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Barium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Beryllium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Boron	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Bromide	*		15	See Below	\$ 37.00
Monthly	Non-Potable	12	12	Cadmium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Calcium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Chemical Oxygen Demand (COD)	*		15	See Below	\$ 42.00
Monthly	Non-Potable	12	12	Chromium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Chloride	*		15	See Below	\$ 16.00
Monthly	Non-Potable	12	12	Copper	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Fluoride	*		15	See Below	\$ 16.00
Monthly	Non-Potable	12	12	Iron	*		15	See Below	\$ 11.00

RATES AND COSTS 10.01.24 EXHIBIT

Monthly	Non-Potable	12	12	Magnesium	*		15	A-8484 (2nd Amendment) See Below	\$ 11.00
Monthly	Non-Potable	12	12	Manganese	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Oil and Grease	*		15	See Below	\$ 37.00
Monthly	Non-Potable	12	12	Potassium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Selenium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Strontium	EPA 200.8		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Sulfate	*		15	See Below	\$ 16.00
Monthly	Non-Potable	12	12	Thallium	*		15	See Below	\$ 11.00
Monthly	Non-Potable	12	12	Zinc	*		15	See Below	\$ 11.00

Mark up on Rush Samples %

Notes:

* The BOR has not provided specific method requirements for requested analysis

Wetland Project testing anticipated to end by March 2024

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

CITY OF OXNARD									
AQUIFER STORAGE and RECOVERY (ASR) MONITORING WELLS									
SAMPLING FREQUENCY	SAMPLE MATRIX	NUMBER OF SAMPLES PER SAMPLING FREQUENCY	NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly	Potable	5	20	General Mineral	Varies		15	See Below	\$ 223.00
Quarterly	Potable	5	20	Inorganic Chemicals	Varies		15	See Below	\$ 184.00
Quarterly	Potable	5	20	General Physical (Title 22)	Varies		15	See Below	\$ 32.00
Quarterly	Potable	5	20	1,4 Dioxane - GCMS	EPA 827M by 522		15	See Below	\$ 168.00
Quarterly	Potable	5	20	1,2,3 Trichloropropane(TCP) GCMS-SIM	SRL 524M - TCP		15	See Below	\$ 69.00
Quarterly	Potable	5	20	Semivolatile Organic Compounds	EPA 625		15	See Below	\$ 168.00
Quarterly	Potable	5	20	Formaldehyde	EPA 556		15	See Below	\$ 189.00
Quarterly	Potable	5	20	Bromate	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Potable	5	20	Chlorate	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Potable	5	20	Chlorite	EPA 300.1		15	See Below	\$ 37.00
Quarterly	Potable	5	20	Carbamates	EPA 531.1		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Organochlorine Pesticides & PCB's	EPA 508		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Chlorinated Acid Herbicides	EPA 515.3		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Oil and Grease	EPA 1664A		15	See Below	\$ 37.00

Quarterly	Potable	5	20	Diquat	EPA 549.2		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Endothall	EPA 548.1		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Explosives	EPA 8330A		15	See Below	\$ 237.00
Quarterly	Potable	5	20	Fumigants (EDB, DBCP)	PA 504.1 by 524.3		15	See Below	\$ 53.00
Quarterly	Potable	5	20	Glyphosate	EPA 547		15	See Below	\$ 90.00
Quarterly	Potable	5	20	Glycol	EPA 8015B		15	See Below	\$ 137.00
Quarterly	Potable	5	20	Haloacetic Acids (HAA5)	EPA 552.2		15	See Below	\$ 79.00
Quarterly	Potable	5	20	Boron	EPA 200.8		15	See Below	\$ 11.00
Quarterly	Potable	5	20	Vanadium	EPA 200.8		15	See Below	\$ 11.00
Quarterly	Potable	5	20	Nitrosoamines low-level	EPA 521		15	See Below	\$ 200.00
Quarterly	Potable	5	20	Perchlorate	EPA 314.0		15	See Below	\$ 42.00
Quarterly	Potable	5	20	PFC's in Water by LC/MS	EPA 537M		15	See Below	\$ 289.00
Quarterly	Potable	5	20	Polybrominated Diphenyl Ethers (PBDE's)	PA 905.0 by 1614M		20	See Below	\$ 263.00
Quarterly	Potable	5	20	Morphine by LCMSMS - ESI+ PPCP 1694	EPA 1694M		20	See Below	\$ 315.00
Quarterly	Potable	5	20	PPCP - Pharmaceuticals by LCMSMS - ESI + PPCP 1694 List B	EPA 1694M		20	See Below	\$ 315.00
Quarterly	Potable	5	20	PPCP - Pharmaceuticals by LCMSMS - ESI - PPCP 1694 List C	EPA 1694M		20	See Below	\$ 315.00
Quarterly	Potable	5	20	PPCP - Hormones by LCMSMS - APCI+	EPA 1694M APCI		20	See Below	see above
Quarterly	Potable	5	20	Alkyl Phenols by GCMS	ASTM D7065		15	See Below	\$ 263.00
Quarterly	Potable	5	20	Pyrethroid Pesticides by GC/MS Sim	GC/MS NCI-SIM		20	See Below	\$ 237.00

Quarterly	Potable	5	20	Gross Alpha	EPA 900.0		15	See Below	\$ 42.00
Quarterly	Potable	5	20	Gross Beta	EPA 900.0		15	See Below	\$ 42.00
Quarterly	Potable	5	20	Uranium (pCi/L)	EPA 200.8		15	See Below	\$ 21.00
Quarterly	Potable	5	20	Semivolatile Organics - Extended	EPA 525.2		15	See Below	\$ 210.00
Quarterly	Potable	5	20	Mod-OPP low-level	EPA 525.2M		15	See Below	\$ 200.00
Quarterly	Potable	5	20	Dioxin 2378TCDD-	EPA 1613B		15	See Below	\$ 200.00
Quarterly	Potable	5	20	Asbestos, Water-TEMP	EPA 100.2		20	See Below	\$ 179.00
Quarterly	Potable	5	20	Radium - 226	EPA 903.1		20	not available	\$ 116.00
Quarterly	Potable	5	20	Radium - 228	EPA 904.0		15	not available	\$ 116.00
Quarterly	Potable	5	20	Strontium - 90	EPA 905.0		15	not available	\$ 142.00
Quarterly	Potable	5	20	Tritium	EPA 906.0		15	not available	\$ 74.00
Quarterly	Potable	5	20	EPA 524.2 -TBA	EPA 524.2		15	See Below	\$ 63.00
Quarterly	Potable	5	20	Volatile Organic Compounds	EPA 524.2		15	See Below	\$ 84.00
Quarterly	Potable	5	20	Bacteriological Coliform and E.Coli	SM 9223B		15	See Below	\$ 32.00
Quarterly	Potable	5	20	Hexavalent Chromium	EPA 218.6		15	See Below	\$ 42.00
Quarterly	Potable	5	20	Dissolved Oxygen	EPA 360.1		15	See Below	\$ 32.00
Quarterly	Potable	5	20	Oxidation Reduction Potential	ASTM D1498		15	See Below	\$ 37.00

Quarterly	Potable	5	20	Hydrogen Sulfide	EPA 150.1 / SM 4500SH/ CAL		15	See Below	\$ 32.00
Quarterly	Potable	5	20	Specific Conductance	SM 2510B		15	See Below	\$ 11.00
Total Annual Estimated Cost:									
Mark up on Rush Samples							%		

Notes:

Sample frequency may change once State requirements for sampling become official

Courier on Tuesday/Wednesday - No Charge

Courier on other than Tuesday/Wednesday (work days) - \$220

RUSH SURCHARGES (available as capacity permits)

150% - Same Workday

100% - One Workday

75% - 2 to 3 Workdays

30% - 4 to 5 Workdays

Agreement 32600066 with Eurofins Eaton Analytical, LLC for Lab Testing Services

Public Works and Transportation Committee
July 22, 2025

City Council
September 2, 2025

Tim Beaman, P.E.
Assistant Director of Public Works

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Eurofins Eaton Analytical, LLC for an initial term of one year from October 1, 2025, to September 30, 2026, with the option for four consecutive one-year period extensions ending September 30, 2030, for a total contract amount not to exceed \$2,325,000 for laboratory testing services for the Public Works Department.

That the City Council approve and authorize the Mayor to execute an Agreement with Eurofins Eaton Analytical, LLC for an initial term of one year from October 1, 2025, to September 30, 2026, with the option for four consecutive one-year period extensions ending September 30, 2030, for a total contract amount not to exceed \$2,325,000 for laboratory testing services for the Public Works Department.

- The City of Oxnard must comply with State and Federal permits that require regular sampling, analysis, and certified reports for water, wastewater, and recycled water
- The Wastewater Division operates a small certified lab capable of basic testing, but lacks the resources and equipment to perform complex analyses
- Due to cost and complexity, specialized analyses are contracted out to a third party laboratory
- These services ensure the City remains in compliance with State and Federal regulations

- Request for Proposal (RFP) PW 25-126 for Laboratory Testing Services
 - Released April 28, 2025
 - Due date May 28, 2025
- The RFP was directly sent to two laboratory firms and published on
 - [Publicpurchase.com](https://www.publicpurchase.com)
 - [Oxnard.gov](https://www.oxnard.gov)
- RFP PW 25-126 received three proposals

- The submittals were reviewed by the following staff:
 - Water - Regulatory Compliance Coordinator
 - Recycled Water - Operations Manager
 - Wastewater - Laboratory Manager
 - Wastewater - Sr. Analyst
- Staff determined Eurofins to be qualified based on the following comprehensive scoring criteria:
 - Company Profile/ Qualifications
 - Proposed Staff/ Staff Expertise
 - Relevant Project Experience
 - Methodology/ Quality Assurance
 - Cost

- Eurofins hold the following certifications
 - ELAP - Environmental Laboratory Accreditation Program
 - NELAP - National Environmental Laboratory Accreditation Program
- Eurofins will conduct analytical testing for the Public Works Department
 - Including drinking water, wastewater, solids, and recycled water
 - Primarily out of CA labs in Pomona, Tustin, and Ventura
- Standard turnaround time is 10 days with rush options available

- Total cost for this Agreement with Eurofins for Laboratory Testing Services shall not exceed \$2,325,000 through September 30, 2030, if all years are extended
- Funding for this Agreement has been programmed and is available in the Fiscal Year 2025-26 Adopted Budget from the Water Operating Fund (601), the Wastewater Operating Fund (611) and the Environmental Resources Fund (631)
- Funding for subsequent fiscal years will be requested through the annual budget process.



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600021 with Joseph Garcia DBA Casamar Group LLC for On-Call Labor Compliance Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Joseph Garcia DBA Casamar Group LLC for a total amount not to exceed \$1,000,000 with an initial term of one year from October 15, 2025, to October 14, 2026, with an option for four consecutive one-year period extensions ending October 14, 2030, for on-call labor compliance services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/9NokcC9tuJU>

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed and/or technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The services covered under this request include, but are not limited to, providing labor compliance work to support the CIP and other Departmental projects and agreements that require tasks in this discipline. This may include project administration, project coordination, preparation and processing of labor compliance documents, monitoring and auditing contractor labor compliance documents, periodic labor compliance reporting, and such other services as may be required by the City.

DISCUSSION

On April 2, 2025, the Purchasing Department issued a Request for Proposal (RFP) 25-109 for On-Call Labor Compliance Services. The RFP was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due April 30, 2025, and a total of 6 proposals were received from the following vendors:

TSG Enterprise	MVN & Associates	MNS Engineers
Comprehensive Housing Services	Joseph Garcia DBA Casamar Group	Crede Construction Advisory

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After the panel scored the proposals based upon the criteria listed in the RFP, Joseph Garcia DBA Casamar Group LLC was the top-rated firm. It should be noted that Joseph Garcia DBA Casamar Group LLC is the current provider of these services for the City and has been performing well.

Following further review by the Purchasing Division, it was determined that the Joseph Garcia DBA Casamar Group LLC meets all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that Joseph Garcia DBA Casamar Group LLC is capable of successfully performing the On-Call Professional Services to the City of Oxnard.

Professional services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement shall not exceed \$1,000,000 over five years if all extension options are fully executed. Although varying amounts of labor compliance services are required year-to-year, it is anticipated that up to \$200,000 per year will be sufficient to meet the needs of the CIP program. Funding for individual tasks will be sourced from projects identified in the City Council-approved CIP or, on rare occasions, the FY 2025-26 Adopted Operating Budget for City Divisions with non-CIP project requirements (e.g., Facilities Maintenance Division making minor office improvements). The Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement No. 32600021
2. Prior Agreement Rate Sheet
3. Presentation

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND JOSEPH GARCIA DBA CASAMAR GROUP LLC**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Joseph Garcia DBA Casamar Group LLC ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

The Labor Compliance Services Consultant (Consultant) shall provide governmental labor compliance services, including but not limited to, project administration; project coordination; preparation and processing of labor compliance documents, monitor and audit contractor labor compliance documents; periodic labor compliance reporting; and such other services as may be required by the City of Oxnard (City). Services shall be provided by the Consultant on projects as authorized and directed by the City under a duly executed and approved Task Order.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Joseph Garcia DBA Casamar Group LLC an LLC of the State of California, located at 23335 Alamos Lane, Newhall, CA 91321.

4. TERM OF AGREEMENT: From: October 15, 2025 To: October 14, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,000,000 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy
- Exhibit F: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: KJ May Title: Construction Project Manager Senior Phone: 805-393-3871 Email: kuo.may@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Sophia Espinoza Title: Project Manager Phone: (909) 929-5797 Email: sophiae@casamargroup.com Address: 23335 Alamos Lane, Newhall, CA 91321
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall

coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy

and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written

notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15.[RESERVED].

16.INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17.LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term

of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to

immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the

Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
- (1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
- (2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees
- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as

specified in “Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in

Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the

performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in "Exhibit A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a

condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any

subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed

delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

**JOSEPH GARCIA DBA
CASAMAR GROUP LLC**

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Joseph J. Garcia, _____ Date
P.E., Board President, CEO

Janet A. Garcia,⁴ _____ Date
Vice President, Corporate Secretary

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, _____ Date
City Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

SCOPE OF SERVICES

Project Manager: KJ May
Title: Construction Project Manager Senior
Phone: 805-393-3871
Email: kuo.may@oxnard.org

The Labor Compliance Services Consultant (Consultant) shall provide governmental labor compliance services, including but not limited to, project administration; project coordination; preparation and processing of labor compliance documents, monitor and audit contractor labor compliance documents; periodic labor compliance reporting; and such other services as may be required by the City of Oxnard (City). Services shall be provided by the Consultant on projects as authorized and directed by the City under a duly executed and approved Task Order.

Labor Compliance Services under this agreement will be composed of task orders for each individual project assigned by the City. Projects shall include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. The task order proposal shall identify a concise schedule for completion of the Work. It is Labor Compliance Services consultant's (Consultant) responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 – Labor Compliance

- Monitor and audit contractor CPRs and related documents; monitor contractors' compliance with apprenticeship requirements; identify potential labor compliance issues and conduct investigations; document receipt, data entry, and requests for missing documents.

- Conduct jobsite reviews and worker interviews as required by the City, Federal, State, County, and any agency providing grant to the project. Verify interview against submitted payrolls.
- Provide project closeout and archiving support.
- Provide the most current and applicable wage determination information and provide this to the City for each contract.
- Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
- Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements. Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
- Monitor receipt of documents required by federal grant agencies, e.g., certificate of employee authorization and statement of fringe benefits and apprentice programs.
- Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
- Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
- Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
- Provide Title VI verification and reports upon the request of the City.
- Review labor standard provisions of contract specifications upon the request of the City.
- Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
- Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administered by your firm. Immediately inform the City of changes or developments regarding issues of federal or state compliance.

Subcategory 1.2 – Project Administration and Coordination

- Assist in project coordination, pre-bid, pre-construction, and progress meetings related to labor compliance.
- Prepare materials for and attend pre-bid and pre-construction conferences to explain labor

standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms.

- Provide administrative reviews, project management and staff assignment status meetings.
- Assist the City with contractors' applications for progress payments.
- Prepare monthly reports on the status of labor compliance.
- Prepare periodic reports on the status of labor compliance documents as requested.
- Meet with grantor agencies and other government representatives and be prepared to respond to compliance issues as required.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

SCHEDULE OF COMPENSATION

	Hourly Billing Rates	Hourly Billing Rates	Hourly Billing Rates	Hourly Billing Rates	Hourly Billing Rates
Job Classification Title	> 10/2025	> 10/2026	> 10/2027	> 10/2028	> 10/2029
<i>Project Principal</i>	\$198.93	\$204.90	\$211.04	\$217.38	\$223.90
<i>Project Manager / Senior Compliance Officer</i>	\$171.42	\$176.56	\$181.86	\$187.32	\$192.93
<i>Senior Compliance Analyst</i>	\$103.99	\$107.11	\$110.32	\$113.63	\$117.04
<i>Labor Compliance Analysts</i>	\$85.77	\$88.34	\$90.99	\$93.72	\$96.53

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER			CANCELLATION		
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		

[illegible]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after

concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Joseph Garcia DBA Casamar Group LLC)

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION (TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT) Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19 day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This Second Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant. The Agreement previously had been amended by a First Amendment on July 20, 2021.

City and Consultant agree as follows:

1. Item (5) of the Cover Page of the Agreement, the Agreement Ending Date "October 14, 2022" is hereby deleted and replaced with "October 14, 2025".
2. Item (6) of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed value of "\$500,000" is hereby deleted and replaced with "\$1,000,000".
3. Section 5. Compensation of the Agreement, is hereby replaced in its entirety to read as follows:

For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, as amended, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through October 14, 2022. Effective October 15, 2022, a three percent (3%) per year rate increase will become effective. Effective dates of rate increases are: October 15, 2022, October 15, 2023 and October 15, 2024. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

4. The following Section 41 Iran Contracting Act Certification shall be added to the Agreement.

"In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public



Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.”

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

RATES AND COSTS EXHIBIT

Job Title	Task Description(s)	Hourly Rate
Project Principal	<i>Project Team Executive Administration, oversight of final deliverables to Agency</i>	\$168.40
Project Manager / Senior Compliance Officer	<i>Responsible for managing Project Team's execution of scope of service, maintaining schedule & budget</i>	\$145.10
Compliance Analysts	<i>Responsible for reviewing and auditing payroll & related labor law records</i>	\$72.60
DBE/WBE Coordinator	<i>Responsible for ensuring contractor compliance with DBE & Title VI requirements</i>	\$88.03
CDBG "Section 3" Compliance Analyst	<i>Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting</i>	\$72.60

Agreement 32600021 with Joseph Garcia DBA Casamar Group LLC for On-Call Labor Compliance Services

Public Works and Transportation Committee
July 22, 2025

Morgan Kessler, PE
City Engineer

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Joseph Garcia DBA Casamar Group LLC for a total amount not to exceed \$1,000,000 with an initial term of one year from October 15, 2025, to October 14, 2026, with an option for four consecutive one-year period extensions ending October 14, 2030, for on-call labor compliance services.

- The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the Capital Improvement Program (CIP).
- Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff.
- It is in the City's interest to have a pool of these professional service contractors available on-call so that work can proceed in fairly short order.
- On-call professional service agreements reduce the amount of time to procure service contractors, and facilitate the timely completion of CIP and other projects.

- These specialized services include but are not limited to;
 - Monitor and audit contractor Certified Payrolls and related documents;
 - Monitor contractors' compliance with apprenticeship requirements;
 - Identify potential labor compliance issues and conduct investigations;
 - Conduct jobsite reviews and worker interviews;
 - Provide project closeout and archiving support;
 - Establish and maintain payroll files in conformance with standards established by the City and grantor agencies;
 - Prepare materials and attend pre-bid and pre-construction conference to explain labor standards requirements;
 - Assist the City with contractor's applications for progress payments.

- The Purchasing Department released Request for Proposals (RFP) 25-109 for On-Call Professional Labor Compliance Services
 - Released April 2, 2025
 - Due date April 30, 2025
- RFP 25-109 was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website.

- The qualifications were reviewed by:
 - Engineering Division (Division Manager),
 - Senior Construction Project Manager,
 - Construction Project Manager
- Joseph Garcia DBA Casamar Group LLC was determined to be the top vendor based on the following scoring criteria:
 - Company profile
 - Assigned staff
 - Relevant experience
 - Overall responsiveness
- Joseph Garcia DBA Casamar Group LLC is the current provider of these services for the City and has been performing well.

- Agreement shall not exceed \$1,000,000, over five years if all options are extended.
- Funding will be per identified in the CIP, or by Division Adopted Budget.
- The respective Division/Project Manager will ensure sufficient funding is available for each task.
- Subsequent fiscal year allocations will be requested during the annual budget process.



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600043 with Arborpro Inc. for Urban Forestry Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Arborpro Inc. for a total amount not to exceed \$363,186 with an initial term of two years from September 3, 2025 to September 2, 2027, with the option for one consecutive one-year period extension ending September 2, 2028, for Urban Forestry Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l0ho6yrxJT4>

BACKGROUND

The USDA Forest Service is disbursing approximately \$1 billion for urban and community forestry investments through the Inflation Reduction Act - Urban and Community Forestry grant program. Projects that are eligible for this grant include those that protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits. Additionally, projects that involve long-term urban forest planning, assessment, and management; projects that enact proactive and systematic maintenance and monitoring of urban trees and projects that advance the use of tree inventories, monitoring, and assessment tools, among other objectives, are eligible. The City Council approved the Grant Application and Resolution for the Inflation Reduction Act – Urban and Community Forestry Grant Program on July 18, 2023.

On August 20, 2024, the City of Oxnard was awarded the Grant in the amount of \$984,925.00 from the USDA Forest Service through a Subaward Agreement (Attachment) with Green Latinos, Project Number: 00000023. This project includes the award of an agreement to perform the inventory of the City's trees, a Level 2 Risk Assessment of each City tree, a list of trees that are recommended for removal, use of a LiDAR drone to measure the citywide tree canopy cover and provide an analysis to improve cooling in disadvantaged neighborhoods, and provide Urban Forestry Management Training to staff along with Community Outreach and Education. This grant will fund the removal of an estimated 600 trees that will be identified as part of the Level 2 Risk Assessment. The tree removals will be bid separately from this Agreement.

This project is designed to serve as a critical first step towards the long-term resiliency and health of the City's Urban Forest, and is consistent with the 2022 Tree Program Review performed by Dudek and presented to the City Council on January 18, 2022.

DISCUSSION

On May 12, 2025, the Purchasing Division published a Request for Proposals (RFP) PW 25-132 for Urban Forestry Services within the City. Two potential vendors were directly notified of the RFP, as well as the RFP being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by May 28, 2025 and the City received four submissions. An Evaluation Committee reviewed all four proposals and each Committee Member (Asst. Public Works Director, Parks Manager, and Parks Supervisor) scored each proposal individually based on: 1) Completeness of Response; 2) Qualifications, experience, and education of key staff; 3) Scope of Services to be provided; 4) Proposer's experience with public agencies; and, 5) References. The collective Committee scores rated Arborpro, Inc. as the most responsive to the RFP.

Staff has confirmed that Arborpro Inc. meets all required City contractual provisions, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement.

After the completion of this Agreement by Arborpro, Inc., the remaining grant funds will be applied towards future contract services for the removal of identified hazardous trees, the planting of new trees, and the development of the City Urban Forest Master Plan, following scope and budget amendment approval by the grantor (Green Latinos).

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Arborpro Inc. shall not exceed \$363,186 over the term of the contract. Services will commence on September 3, 2025, and grant funds have been awarded from the Inflation Reduction Act - Urban and Community Forestry grant program to cover 100% of the project costs (City Project #G2509, account 2003301-53200-G2509).

Please note that the Agreement attached to this agenda report is in draft format. Staff is currently working with ArborPro, Inc., to finalize the terms of the agreement and anticipates presenting the finalized version at the September 2, 2025, City Council meeting.

Prepared by: Steve Howlett, Assistant Public Works Director, Brandon Lopez, Parks Manager

ATTACHMENTS

1. DRAFT Agreement No. 32600043
2. Green Latinos Agreement for Project No. 00000023
3. Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ARBORPRO INC.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of ArborPro Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP), for Project seeking Professional Services to provide Urban Forestry Services for Parks and the RFP notified proposers that the project was subject to grant funding and included the terms and conditions of the specific grant; and

WHEREAS, the City applied for and was awarded a USDA Forest Service Grant through a Subaward Agreement with GreenLatinos Project: 00000023 awarded on August 20, 2024.

WHEREAS, Consultant submitted a proposal dated May 27, 2025 (the “Proposal”) in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP, and Consultant acknowledged the project was subject to grant funding; and

WHEREAS, the City desires at this time to implement the project; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Urban Forest Inventory and Level 2 Assessment Project Number: 00000023 on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

The Consultant will support the City's Urban Forest through a citywide Tree Inventory, Level 2 Tree Assessment, identification of hazardous trees, LiDAR analysis, Urban Forestry training, community outreach, and a Final Report aligned with the USDA's Ten-Year Urban Forestry Action Plan. The project also supports the Federal Justice40 Executive Order and California's Forest Action Plan, with a focus on heat impacts in disadvantaged communities.

A Communications Plan, including a City-hosted webpage and social media, will share project details, funding sources, goals, and updates. Community engagement will prioritize involvement from disadvantaged communities and local youth in the City of Oxnard.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

ArborPro Inc., a corporation of the State of California, located at 22605 E La Palma Ave #509, Yorba Linda, CA 92887.

4. TERM OF AGREEMENT: From: September 3, 2025 To: September 2, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (1) consecutive (1) one-year term extension, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$363,186.00

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Grant Agreement
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Steve Howlett Title: Assistant Department Director II Phone: (805) 385-7830 Email: steve.howlett@oxnard.org Address: 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Mason Burdick Title: Project Manager Phone: (657) 274-1331 Email: mburdick@arborprousa.com Address: 22605 E. La Palma Ave, Suite 509, Yorba Linda, CA 92887
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City

Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and

the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part with federal assistance under the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance – CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIL) number is 24-CA-11132544-013. A Federal Grants Requirement Rider is attached hereto [in its entirety] as Exhibit D and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit D.

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not

materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project

Manager”), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT’S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the

same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above

in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required

pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED].

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the

performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to

the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

- 40. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 41. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by

reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

ARBORPRO INC.

☐ Luis A. Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

Keith Hennig, President _____ Date

Heather Hiatt Hennig,³ _____ Date
Vice President

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, _____ Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and ArborPro Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: Steve Howlett

Title: Assistant Department Director II

Phone: (805) 385-7830

Email: steve.howlett@oxnard.org

1. Project Description:

This project includes a citywide Tree Inventory, a Level 2 Risk Assessments of approximately 49,000 trees, and identifying any dead, dying, and potentially hazardous trees that need to be removed. This determination will be the result of the findings from the Tree Inventory and Risk Assessment process. Additionally, this project includes a LiDAR Analysis of the City's tree canopy cover, Training for the City's Urban Forest staff, and Community Outreach. This project will be completed with a Final Report that will serve as the foundation for the City's future Urban Forest Management Plan for long-term Urban Forest planning, management, and resilience to climate changes.

2. Project Scope:

- A. Urban Forest Inventory and Level 2 Assessment: The City of Oxnard manages approximately 49,000 trees within its Urban Forest, but does not have an accurate tree inventory. In order to address the health of the City's Urban Forest, especially with the impacts from pests and disease that have been exacerbated by climate changes, a Level 2 Tree Assessment is also necessary for effectively measuring each tree's condition for long-term implementation of a more resilient Urban Forest.
- B. Identify Trees for Removal: As a result of changing climate, multiple droughts, and the State's mandates to reduce or completely eliminate water use in response to the droughts, the City's Urban Forest has sustained long-term impacts from these conditions. Therefore, during the Inventory and Level 2 Risk Assessment of the City trees, a prioritized list of unhealthy and hazardous trees will be identified that provides the size, species, location, and reason for the recommended removal.
- C. LiDAR Analysis: This project includes using Light Detection and Ranging technology (LiDAR) to map the gaps in canopy cover and identifying areas of heat impacts that can be addressed through strategic planting of additional trees to mitigate local climate change. According to data from NOAA, Ventura County is warming faster than any other county in the continental U.S. Therefore, the residents of the City of

Oxnard, especially those in disadvantaged communities, would benefit from the increased tree canopy cover that provides cooling and improves air quality.

- D. **Training in Urban Forestry:** This project includes an Urban Forestry Management training class for Oxnard's Urban Forest staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining tree management software.
- E. **Community Outreach:** This project requires Community Outreach to the residents of the City of Oxnard, including youth and those within the disadvantaged communities. The outreach will include online information, through a City hosted webpage and social media outlets, about the City's Urban Forestry Project, the funding source of the project, the status of the project, and any other relevant public information about the City's Urban Forest. This Community Outreach will provide information about the purpose of the Tree Inventory, Level 2 Risk Assessment, and LiDAR Analysis.

3. Action Items and Deliverables:

- 1. **Tree Inventory and Level 2 Risk Assessment.** The Tree Inventory and Level 2 Risk Assessment will serve as the foundation for all future City of Oxnard Urban Forest planning and management, including the building of long-term resilience to climate impacts.
- 2. **Identify Trees for Removal.** The prioritized list of trees that are recommended for removal, as a result of the findings from the Tree Inventory and Level 2 Risk Assessment, will include the size, species, location, and reason for the recommended removal. This abatement is a necessary step in restoring the City's Urban Forest by removing the trees that were impacted by drought conditions and the secondary effect from insects and disease. The itemized list of recommended tree removals will be provided separately from the Final Report.
- 3. **LiDAR Analysis.** An Analysis LiDAR aerial imagery, based on image processing and land use classification, is necessary to provide a report that assesses the canopy cover throughout the City of Oxnard. This report will also include the impacts within the disadvantaged census tracts of the City. This information will provide estimates of vegetation height, cover, and canopy structure that the City of Oxnard will use for the future citywide planning and sustainable goals for improving the Urban Forest and reducing heat impacts.
- 4. **Training.** This project includes paid Training for the City's Urban Forestry staff. This Training will provide the most advanced practices, information, and technology that is available to continue to establish and maintain the City's Urban Forest in perpetuity. Training must include: continuing education classes for ISA Certified Arborists, continuing education classes for ISA Certified Tree Workers, classes for

the ISA Certified Arborist Prep Course, classes for ISA Certified Tree Workers, an ISA Certified

Tree Worker Aerial Lift Specialist Prep Course in both English and Spanish, classes for

the ISA Tree Risk Assessment Qualification, a Tree Injection Workshop, a Tree Biology Workshop, a Tree Pruning Workshop, and training for a Municipal Specialist.

5. **Community Outreach and Education Plan:** Consultant will develop and implement a Community Outreach and Education Plan that includes: developing a webpage dedicated to the City's Urban Forest, a minimum of four community meetings, and a program for youth engagement that may include schools and Community Services programs.

- A webpage that is dedicated to the City's Urban Forest will be developed as a component of the Community Outreach that will include information on the Tree Inventory, Level 2 Risk Assessment, and LiDAR Analysis.
- Direct community involvement will be provided through public presentations and workshops such as the Parks, Recreation, and Community Services Commission meeting and the Inter-Neighborhood Council Organization (INCO) meeting.
- Consultant will explore opportunities to work with selected Title I schools in disadvantaged communities, to provide education and involvement with this project. The exact number of schools, classes, and students to be involved will be determined once the Consultant is selected and able to engage in outreach with potential schools. It is estimated that approximately 5 school sites will be identified and approximately 250 students will be involved. However, these are estimates to be finalized once the project starts.

All deliverables must be provided as open-source data for integration into asset management software.

4. Final Report:

The Consultant will develop a **Final Report** consisting of the Tree Inventory and map, the Level 2 Risk Assessment of each tree, the LiDAR Analysis of canopy cover, and any other support documentation of the project including photos, cost estimates, training outcomes, and results of the Community Outreach and Education.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and ArborPro Inc.)

SCHEDULE OF COMPENSATION

Unit and Lump Sum Basis

Description	U/M	Quantity	Cost	Total
City Wide Tree Inventory and Level 2 Risk Assessment	Per Site	49,000	\$5.45	\$267,050.00
Community Engagement	Lump Sum	1	\$54,402.00	\$54,402.00
Training for Oxnard Staff	Lump Sum	1	\$12,734.00	\$12,734.00
Lidar for Canopy Cover Analysis	Per Acre	16,667	\$1.74	\$29,000.00
Total				\$363,186.00

Costs per the Latinos Urban & Community Forestry Program Subaward Agreement

Description	U/M	Quantity	Cost	Total
City Wide Tree Inventory and Level 2 Risk Assessment	Per Site	49,000	\$7.00	\$343,000.00
Community Engagement	Lump Sum	1	\$55,533.00	\$55,533.00
Training for Oxnard Staff	Lump Sum	1	\$15,000.00	\$15,000.00
Lidar for Canopy Cover Analysis	Per Acre	16,667	\$1.80	\$29,999.99
Total				\$443,532.99

Hourly Rates

City Wide Tree Inventory and Level 2 Risk Assessment	Rate	Hours	Total
General Manager	\$205.00	104	\$21,320.00
Project Manager	\$175.00	260	\$45,500.00
Arborist - Supervisor	\$140.00	500	\$70,000.00
Arborist - Data Collector	\$125.00	1100	\$137,500.00
Total			\$274,320.00

Community Engagement

Community Engagement Specialist	\$135.00	415	\$56,025.00
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Training Oxnard Staff

Arborist - Supervisor	\$140.00	60	\$8,400.00
Director of Urban Forestry	\$175.00	30	\$5,250.00
			\$13,650.00

Lidar for Canopy Cover Analysis

Drone Pilot with Drone	\$130.00	\$230.77	\$30,000.00
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Hourly Rate Project Total			\$373,995.00
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EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ArborPro Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

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**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.



INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

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ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE						

INS-A.doc

Rev. 1/23

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ArborPro Inc.)

GRANT AGREEMENT

[SEE NEXT PAGES]

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GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Oxnard Oxnard Urban Forestry Project

This Subaward Agreement ("Agreement") is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 ("GreenLatinos") and City of Oxnard, with its principal offices at 305 West Third St., Oxnard, CA, 93030 ("Subrecipient"). GreenLatinos and Subrecipient may be collectively referred to as "Parties" or each, individually, as a "Party."

Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award. Any revision to key personnel identified in this agreement requires notification by the Subrecipient by email to GreenLatinos within 10 business days.

Principal Subaward Contacts:

Subaward Program Contact:

Eric Humel

305 West Third St., Oxnard, CA, 93030

Telephone: (805) 271-2231

Email: eric.humel@oxnard.org

Subaward Financial Contact:

Chandra Crudup

305 West Third St., Oxnard, CA, 93030

(805) 200-5234

Email: chandra.crudup@oxnard.org



Principal GreenLatinos Contacts:

GreenLatinos Program Contact	Subaward Financial Contact
Rachna Vas 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (202) 677-0991 Email: rachnavas@greenlatinos.org	Joe Toolan 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (443) 713-9026 Email: joetoolan@greenlatinos.org

Whereas, the originating source of Federal assistance funds for this Agreement is made under the authority of the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIN) number is 24-CA-11132544-013, and the originating grant period is **December 13, 2023 to November 30, 2028**; and

Whereas, the purpose of this Agreement is to outline Parties' collaborative efforts to develop and implement an urban and community forestry project ("Project") funded, supported by, and meeting the United States Department of Agriculture (USDA) Forest Service's Urban and Community Forestry Program guidelines and objectives; and

Whereas, Parties aim to support frontline communities in restoring and expanding urban forest canopy in areas with low tree cover, and engaging residents in community forestry, resulting in (1) increased resilience to heat, flood, and storm events; (2) increased wellness and recreational opportunities; and (3) reductions in greenhouse gas and air quality pollutants in frontline communities across Oxnard, representing disadvantaged census tracts as identified in the attached table.

Now, therefore, the Parties do hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the Parties for the period **[8/20/2024 | 4:57 PM PDT]** (the "Effective Date") through November 30, 2027, unless earlier terminated by either



party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF WORK AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

- a. Scope of Work and Budget. Subrecipient shall, in a satisfactory manner as determined by GreenLatinos, perform all activities described in the scope of work as approved by GreenLatinos and attached hereto as **Exhibit A**, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by GreenLatinos and attached hereto as **Exhibit B**, as may be amended from time to time (the “Approved Budget”).
- b. Prior Approval for Changes. Subrecipient may not transfer more than 10% allocated funds among cost categories within a budgeted program account without the prior written approval of GreenLatinos nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of GreenLatinos.

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
 - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$984,926 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
 - ii. Invoices. Invoices are to be submitted through GreenLatinos’ subrecipient portal.
 - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance



- with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.
- iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
 - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
- b. Community Lead. City of Oxnard, Unique Entity Identifier UEI: JKLU9N3DXH7, serving as the Community Lead for the City of Oxnard, shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
- i. Program Participation. Actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
 - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.
 - iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward.



Subrecipient is also responsible for submitting quarterly reimbursement requests tying program activities to approved budget expenses, to access grant funding.

iv. Reporting.

- 1) Quarterly Financial Check-ins and Reimbursement Reports: Subrecipient shall submit quarterly reimbursement reports with reimbursement requests as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Quarterly reimbursement reports will be due on April 10 for Q1 ending on March 31; July 10 for Q2 ending on June 30; October 10 for Q3 ending on September 30 and January 10 for Q4 ending December 31. There will be informal quarterly progress check-ins in April and October where reimbursements and performance accomplishments will be discussed. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.
- 2) Semi-annual Reports: Subrecipient shall submit semi-annual reports as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Semi-annual reports will be due on November 10th for the period of May 1 to October 31 and May 10th for the period of November 1 to April 31. Quantitative and qualitative project



accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.

- 3) Ongoing Reporting: Ongoing project reporting may include providing GreenLatinos and the USDA with success stories with brief project descriptions, outcomes, photographs and testimonials via the USDA Forest Service reporting system.
- 4) Final Deliverables and Report. By February 28, 2028, submitting all substantial products and outputs, a final reporting form, high resolution .jpg photographs of project work (by submitting a photograph Subrecipient consents to allow GreenLatinos and USDA Forest Service to use those photographs in communications and reporting and represents and warrants that Subrecipient has obtained all necessary consents, permissions or licenses necessary to permit GreenLatinos and USDA Forest Service to do so), and a detailed record of project expenditures, including a comparison of the original proposed budget to award expenditures.



- v. GreenLatinos Communications. Subrecipient shall actively communicate their project achievements, impact, and outcomes with the media. Subrecipients shall work with GreenLatinos and GreenLatinos' media consultant to promote their projects to the media. Clear recognition of USDA's support shall be included in all press releases, digital, and print media. Subrecipient shall acknowledge GreenLatinos and the Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. GreenLatinos may provide plaques and certificates to all sub-awardees to acknowledge USDA's support. If plaques and certificates are provided, they shall be publicly displayed. Subrecipients may be asked to present Project outcomes during a GreenLatinos virtual or in person meeting, if requested.¹

4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.

- a. JUSTICE40. The federal match requirement for this award has been waived under the provision of Public Law 117-169 (Inflation Reduction Act), with the requirement that 100% of work and funding under this subaward must benefit disadvantaged communities.
- b. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as **Exhibit D**, including any amendments thereto; (ii) the Subaward Data attached hereto as **Exhibit E**, including any amendments thereto, which provides a summary of the Federal Subrecipient agreement data that is required by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (iii) the Approved Services attached hereto as **Exhibit A**; (iv) the Approved Budget attached hereto as **Exhibit B**, including any amendments thereto; and (v) the

¹ This request is subject to GreenLatinos' communications schedule and is not guaranteed to be made.



applicable additional terms and conditions in **Exhibit C** (each of (i)-(v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with GreenLatinos in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

- c. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.
- d. Collaborative Arrangements. Where permitted by terms of the award and federal law, Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award. Subrecipient must obtain approval in writing from GreenLatinos before entering into any collaborative arrangements using Forest Service funds. GreenLatinos will not approve any subaward arrangements between Subrecipient and other organizations. Collaborative arrangements are to be restricted to contractual agreements as set forth by the procurement standards in 2 CFR Part 200 Subpart D.
- e. Disclosures. Subrecipient must promptly disclose to GreenLatinos all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. Risk and Receipt of Funding. Subrecipient represents and warrants that, at all times during the Term, it does NOT have active exclusions in the System for Award Management (sam.gov). Subrecipient’s risk profile must be



- evaluated in accordance with 2 CFR § 200.332(b) and deemed favorable, and Subrecipient's award will be reported at fhrs.gov in compliance with 2 CFR §170, prior to Subrecipient's receipt of funds. If the Subrecipient has any active exclusion, it will not be eligible for receipt of funding.
- g. SAM.GOV Requirement: Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- h. Debarment and Suspension. Subrecipient shall immediately inform GreenLatinos if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Subrecipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify GreenLatinos without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, attached hereto as **Exhibit H**.
- i. Restrictions on Lobbying. If the Subaward amount exceeds \$100,000, Subrecipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used



Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos. Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. 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.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.



5. **FINANCIAL MANAGEMENT AND ADMINISTRATION.**

- a. Office of Management and Budget (OMB) Guidance.
 Subrecipient is subject to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow regulations found in 2 CFR 200.331 through 2 CFR 200.333. Electronic copies of the CFRs can be found at: ecfr.gov.
- b. Use of Award Funds. Award funds and any interest earned on them shall not be used:
 - i. To carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
 - ii. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii. To make any awards to individuals or organizations (unless pre-approved in writing by GreenLatinos).
 - iv. No part of the Award funds shall be paid to any GreenLatinos official, and Awardee acknowledges that no gifts or services were or will be rendered to GreenLatinos or any GreenLatinos official in exchange for this Award.
- c. Allowable Expenditures. All expenditures made with funds provided under this subaward must be exclusively for allowable program expenditures incurred during the period of this subaward.
- d. Purchase of Equipment. Subrecipient may not use the funds received under this Agreement for any purchase of equipment.
- e. Single Audit. In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in section 200.501(a), audit requirements for federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with



section 200.514 Scope of Audit. Further, section 200.512 requires that the final report for such an audit be completed within nine months of the entity's fiscal year end. As a condition of this award, the subrecipient will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. If required, the subrecipient will complete any required Single Audit no later than nine months after the end of the entity's fiscal year, and will send the Single Audit report to GreenLatinos within 10 business days of its completion.

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *Subrecipient has chosen to waive recovery of indirect costs related to this Project.*

City of Oxnard hereby elects to waive recovery of indirect costs for this project.  (Please initial)

6. REPORTING.

- a. Financial Status Reporting.
- i. Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through 2 CFR 200.333.
 - ii. All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment for full text.
 - iii. All financial and programmatic records and supporting documents pertinent to this award must be kept for a **period of three years** from the date of submission of the final financial statement report including expenditures from this award, per federal regulations. These records may be subject to an audit by the federal donor agency, GreenLatinos and/or their representatives. All records are to be maintained for the additional duration



- necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.
- iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.
- b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

7. **INSURANCE.**

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
 - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.
 - ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in



connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.

- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

8. INDEMNIFICATION. Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.

9. COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest



Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.

- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media.
 Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby assigns to GreenLatinos all right, title and interest in any Work Product.

10. TERMINATION.



- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby



become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

11. GENERAL PROVISIONS.

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a



- waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
 - f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
 - g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement. GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.
 - h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement.

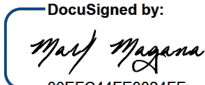


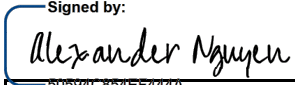
Accordingly, Subrecipient shall be responsible for the terms described in [2 CFR 200](#).

- i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature  Date 8/20/2024 | 4:57 PM PDT
Mark Magaña, Executive Director
GreenLatinos

Signature  Date 8/20/2024 | 3:54 PM PDT
Alexander Nguyen, City Manager
City of Oxnard



APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions



EXHIBIT A SCOPE OF Work

GreenLatinos USDA IRA Urban & Community Forestry Program Attachment A: Scope of Work for City of Oxnard Oxnard Urban Forestry Project

I. Project Participants & Primary Points of Contact

- a. **Community Lead: City of Oxnard**
- b. **Mailing Address: 305 West Third St., Oxnard, CA, 93030**
- c. **Project Director (Award/Organization Point of Contact): Steve Howlett, Assistant Public Works Director, (805) 385-7830, steve.howlett@oxnard.org**
- d. **Program Manager: TBD; cc Eric Humel, Grants Coordinator, (805) 271-2231, eric.humel@oxnard.org**
- e. **Finance Point of Contact: Chandra Crudup, Financial Analyst, (805) 200-5234**
- f. **Cross Departmental Participants: N/A**
- g. **External Partners: N/A**

II. Project Background

- a. **Project Title:** Oxnard Urban Forestry Project
- b. **Project Description:** The project involves a tree inventory and Level 2 Risk Assessment of the approximately 56,000 trees that are managed by the City of Oxnard. The project also includes training for the City's urban forest staff, LiDAR for analyzing canopy cover, and the removal of approximately 325 dead and dying trees that pose risks and have been impacted by climate impacts and subsequent stressors such as pests and disease. The project will serve as the foundation for all future City urban forest planning and management, including for building long-term resilience to climate impacts and forest and people wellness.
- c. **Total Funding:** \$984,925.00
- d. **Period of Performance:** [8/20/2024 | 4:57 PM] to November 30, 2027

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- e. **Priority Census Tracts (Disadvantaged Communities) Served:** Please refer to the attached table of census tracts

III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule

Project reports, due dates, and reimbursements are scheduled below.

GreenLatinos will make quarterly reimbursements over the course of this project, in accordance with satisfactory progress reports.

Table 1. Schedule of Project Deliverables and Payments

September 2024:	Begin procurement process for tree inventory and risk assessment, and LiDAR canopy cover analysis consultant
September 2024:	Begin procurement process for arboriculture training for City staff involved in urban forest management
Oct. 2024:	Contracts awarded to consultants for the above procurements
Feb. 2025:	Training complete for City tree staff
March 2026:	Tree inventory, Level 2 Risk Assessment, and LiDAR canopy cover analysis complete
June 2026:	Tree removal work procurement initiated
Oct. 2026:	Tree removal work contract awarded
Oct. 2027:	Tree removal work complete (an estimated 325 trees)
Dec. 2027:	Final Project Report, Photos, and Financial Report

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Schedule of Quarterly Financial Reimbursement Reports

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10



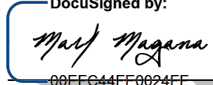
Schedule of Semi-Annual Program Reports

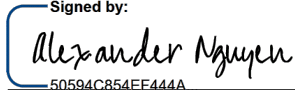
Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10

IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature  Date 8/20/2024 | 4:57 PM PDT
 Mark Magaña, Executive Director
 GreenLatinos

Signature  Date 8/20/2024 | 3:54 PM PDT
 Alexander Nguyen, City Manager
 City of Oxnard



PROJECT NARRATIVE

1. Project Scope Alignment:

The City of Oxnard manages approximately 48,806 trees within its urban forest. The City does not have a current inventory of all of these trees. The City is comprised of multiple areas that are designated as disadvantaged (about half of the City by area). In order to maximize the positive impact of urban forestry on disadvantaged communities, specifically access to the health, social, ecological, and economic benefits of urban forests, an accurate inventory and assessment is necessary to determine the City's urban forest needs. There are many areas with low tree canopy cover, especially within the disadvantaged census tracts of the City. These census tracts are also those most impacted by dense populations, with more need for no-cost recreation within walking distance, and with the most vulnerability to extreme heat impacts.

The Public Health Institute conducted an urban heat monitoring project in 2021, focusing on 20 Oxnard parks. The study focused on parks in census tracts with high heat impact and low tree canopy. The study's results indicated that low tree canopy impacted temperature extremes in the parks. However, more information is required in order to extend the study to all City parks, and to recommend tree canopy increase amounts across the City in order to reduce urban heat impacts, especially in the most disadvantaged neighborhoods.

The project will encourage proactive and systematic maintenance and monitoring of urban trees in order to improve urban forest health. The project will assess risk to Oxnard's urban forest from pests, disease, and adverse climate impacts. For example, Oxnard has had to reduce irrigation to its parks due to long-term drought. At the same time, Oxnard's urban forest has been negatively impacted by the effects of the drought as well as adverse climate impacts such as an increased amount of hot and dry wind events, and increased high temperatures. In order to address the urban forest's health, especially impacts from pests and disease that have been exacerbated by these climate impacts, a Level 2 Tree Inventory Assessment is critical in effectively maintaining and monitoring the forest's health into the future. The inventory and assessment is especially critical as a more resilient urban forest is to be put in place through the findings of the proposed Level 2 Tree Inventory Assessment. The project thus advances the health and wellness of forests and people, in line with the objectives of the Ten-Year Urban and Community Forestry Action Plan.

The project will contribute to the goals of Justice40, State Forest Action Plan, and Ten-Year Urban and Community Forestry Action Plan priorities, as described below.



Paid Training in Urban Forestry: The project will include paid training experiences for the City's urban forestry staff, so that they can continue to establish and maintain the urban forest in the future using the most advanced skills and perspective on project management, and understand urban forest management with the most current holistic methodology. The project contributes in this way to increasing workforce development of the City's urban forest management team. The project will thus improve urban forest management, maintenance, and arboricultural practices in the City.

Mitigation and Adaptation: The project works to address State Forest Action Plan objectives, including mitigation and adaptation to the effects of climate change on the City's urban forest. The proposed project is a critical step in terms of addressing the anticipated rise in temperatures, and the fluctuations and uncertainty in precipitation that Oxnard and the west coast is forecast to experience in the future. The project thus is a critical foundation to address the building of the long-term resilience of the City's urban forest, and in increasing the health and resilience of the trees. The project is a critical step in restoring a resilient and sustainable urban forest as it assesses tree health, analyzes canopy cover, in the urban forest that has been impacted by climate change challenges. The project will determine areas at greatest risk from the threats of climate change, and initiates proactive measures to reduce and mitigate risks.

Resource Conservation and Protection: The project works to conserve existing tree resources, and provides plans for adapting them to climate impacts and subsequent pest and disease stressors. The project protects existing tree resources by addressing immediate pest and disease issues that threaten the trees. The project thus serves as a comprehensive resource for enhancing the City's urban forestry stewardship of the 48,806 trees managed by the City. The inventory/assessment and educational components of the project promote better use of technology and tools in urban forestry.

Urban Forest Enhancement: The project enhances the existing urban forest by mapping gaps in canopy cover that can be addressed with increased trees, areas with increased heat impacts that can be addressed by increased canopy, and helping to mitigate climate change. According to data from NOAA, Ventura County is warming faster than any other county in the continental U.S. Thus residents of the City of Oxnard, especially its residents in disadvantaged communities, would strongly benefit from the increased canopy cover, cooling effects and air quality improvements that trees offer and that will be improved as a result of this comprehensive assessment, which will inform future tree plantings.

Advancing environmental justice: The project addresses components of the Climate Change category of benefits of the White House Environmental Justice⁴⁰ Initiative by initiating the building of resilience in Oxnard's urban forest, and by addressing



the needs of the disadvantaged communities of Oxnard, through laying the foundation for the future management of the City's urban forests, including mitigating heat islands with increased tree cover and sustainable shade in these communities.

2. Implementation Strategy/Methodology/Timeline:

Proposed approach: The project includes the following elements:

1. Tree Inventory and Level 2 Risk Assessment for the City's approximately 48,806 trees
2. LiDAR aerial imagery, image processing, land use classification, analysis and report to assess canopy cover throughout the disadvantaged census tracts of the project.
3. Tree removals of those trees recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment, as a first step in restoring the urban forest using a methodology rooted in increased resilience. An estimated 325 trees will be removed.
4. Training: The project includes an urban forestry management training class for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software.
5. Community engagement to involve the community in the urban forestry project, including presentations/workshops, a webpage, and outreach and education for youth.

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The proposed approach involves the completion of a citywide tree inventory and Level 2 Risk Assessment. The City will contract with a consultant to complete the inventory and risk assessment, with the support of City of Oxnard Parks Division staff and the City's certified arborist staff. The report will be conducted in tandem with training for existing City staff.

Proposed methodology: The City will contract with a consultant to create an inventory and map of the estimated 48,806 trees managed by the Public Works Department. The inventory will also include the basic (Level 2) risk assessment of each tree.

Project Schedule/Timeline with goals/milestones: The project will be initiated upon grant award.

- September 2024: Begin procurement process for tree



inventory and risk assessment, and LiDAR canopy cover analysis consultant, and outreach

- September 2024: Begin procurement process for arboriculture training for City staff involved in urban forest management
- Oct.-Nov. 2024: Contracts awarded to consultants for the above procurements
- Feb. 2025: Training complete for City tree staff
- March 2026: Tree inventory, Level 2 Risk Assessment, and LiDAR canopy cover analysis complete
- June 2026: Tree removal work procurement initiated
- Oct. 2026: Tree removal work contract awarded
- Oct. 2027: Tree removal work complete
- Dec. 2027: Final Project Report, Photos, and Financial Report

Expected accomplishments or measurable outcomes:

Inventory and Assessment: The project will yield a citywide tree inventory and basic (Level 2) risk assessment of 48,806 trees. The inventory and risk assessment will serve as the foundation for all future City of Oxnard urban forest planning and

management, including for building long- term resilience to climate impacts and forest and people wellness. The project will result in the removal of problem trees that pose risks, and have been impacted by climate impacts and subsequent stressors such as pests and disease that have impacted the trees. Risk assessment will include both qualitative and quantitative methodologies to determine hazard, clarify preventative maintenance and other tree risk abatement necessary per tree, assess pest and disease factors, and assess decay. Tree inventory will include assessing of each tree, stump, and vacant planting location. The inventory is a critical step in strategically managing the City's urban forest, and identifying planting opportunities. A tree inventory report will be created.

Light Detection and Ranging (LiDAR): LiDAR aerial imagery, image processing, land use classification, analysis and a report to assess canopy cover throughout the disadvantaged census tracts that compose the project. The project will utilize the spectral, height, and spatial information contained in the obtained datasets in order to estimate tree canopy cover. The outcomes will be spatially explicit and will provide highly accurate estimates of vegetation height, cover and canopy structure. The LiDAR data will allow the City to utilize citywide planning and analysis leading to more informed urban forest management.



Tree Removals: Trees recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment will be a first step in restoring the urban forest using a methodology rooted in increased resilience. An estimated 325 dead, dying, or trees that pose a risk will be removed. Drought conditions, followed by the secondary effect of the insects attacking the trees (aphids, thrips, scale, and shothole borer), are responsible for the tree mortality as assessed by the City's ISA certified arborist on staff.

Training: The project includes urban forestry management training classes for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software.

Community Engagement: Funding for this category will include the creation of a Trees page on the City's website, including information on the tree inventory, risk assessment, LiDAR canopy cover analysis, and dead/dying tree removals. The community will be able to be more involved in the inventory and analyses through public presentations and workshops such as at an estimated 4 Parks, Recreation, and Community Services Commission meetings. Also, the goal is to work with selected Title I schools in disadvantaged communities, to provide education and involvement in the tree inventory and canopy cover analysis process. The exact number of schools, classes, and students to be involved will be determined once the consultants are on board and able to engage in outreach with potential schools, especially those that are adjacent to parks and parkways that have trees. It is estimated that approximately 5 school sites will be identified, and approximately 250 students will be involved, but these numbers are estimates and remain to be finalized. Once the project starts, principals and teachers of potential schools will be engaged in the planning process. Engagement of schools will be very promising based on past efforts of the City.

Project assessment/evaluation methods:

City staff, including the City arborist, will oversee the inventory and risk assessment work conducted by the consultants. City staff will ensure that the reports meet the objectives and deliverables specified, in order to serve as a foundation for the future tree removal and tree replanting needs of the City, especially in terms of planting more resilient tree species that can withstand the climate impacts, and associated pest and disease impacts that are expected in the future. Tree removal work will also be evaluated by City staff, including the City Arborist.

Communications Plan:

GreenLatinos: 1919 14th Street, Suite 700, Boulder, CO 80302 | <https://www.greenlatinos.org/>

Email: usdausfs@greenlatinos.org

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The City will create a website regarding the project, to provide information to the community about the source of funding, and the goals and objectives of the funding. The information will also be posted on the City's social media outlets. Funding information will also be communicated in press materials when distributed. The project will also include community engagement efforts, focused on involving the disadvantaged communities of Oxnard in the project as relevant.

4. Disadvantaged Community Outreach:

The project scope will benefit and provide outreach to residents of Oxnard's disadvantaged communities. The outreach will include online posting of details of the tree inventory and risk assessment, presentations at the Parks, Recreation, and Community Services Commission meetings. The project will also engage the Inter-neighborhood Council organization, to relay findings and gather contacts to be involved in the upcoming Urban Forest Management Plan process, which will include a community advisory committee that will utilize the findings of this project. The community will be engaged in determining how canopy data collected will be shared and benefit the disadvantaged communities of the City. Youth will be able to be involved in the tree inventory and canopy cover analysis, as described above.

There are 3 census tracts, out of the 39 census tracts of the City, which are not classified as disadvantaged. However, note that census tract 06111003609 has Oxnard Beach Park within it, which is a large park at the beach that is used by residents from the disadvantaged communities of Oxnard. Also, tract 06111003612 has the Channel Islands Harbor area in it, which is used by residents from Oxnard's disadvantaged communities as a recreational venue. And tract 06111003605 has Via Marina Park in it, a public park used by residents from adjacent disadvantaged communities.

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003011	Yes	Yes		
06111003012	Yes	Yes		
06111003201	Yes	Yes		
06111003700	Yes	Yes		
06111003801	Yes	Yes		
06111003802	Yes	Yes		
06111003900	Yes	Yes		
06111004000	Yes	Yes		
06111004101	Yes	Yes		
06111004503	Yes	Yes		
06111004504	Yes	Yes		
06111004506	Yes	Yes		
06111004704	Yes	Yes		
06111004710	Yes	Yes		
06111004711	Yes	Yes		
06111004715 Only inside Oxnard city boundaries	Yes	Yes		
06111004716	Yes	Yes		
06111004717	Yes	Yes		
06111004902	Yes	Yes		
06111005002	Yes	Yes		
06111005003	Yes	Yes		

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111008600	Yes	Yes		
06111008700	Yes	Yes		
06111009100	Yes	Yes		
06111002901	No			
061110029011	No	Yes	Yes	93% Less Than High School Education
				82% Low Income
				78% Limited English Speaking Household
				91% Wastewater Discharge
				91% RMP Facility Proximity
				89% Ozone
				86% Traffic Proximity
				85% Hazardous Waste Proximity
				83% Diesel Particulate Matter
				80% Superfund Proximity
				77% Flood Risk
061110029012	No	No	Yes	93% Over Age 64
				83% Limited English Speaking Households
				74% RMP Facility Proximity
				72% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				80% Ozone
				76% Traffic Proximity
				72% Hazardous Waste Proximity
				97% Flood Risk
06111002905	No			
061110029051	No	No	Yes	83% Limited English Speaking Households
Only inside Oxnard city boundaries				74% Unemployment Rate
				81% RMP Facility Proximity
				79% Wastewater Discharge
				76% Ozone
				74% Hazardous Waste Proximity
				72% Traffic Proximity
061110029052	No	No	Yes	80% Limited English Speaking Households
				77% Unemployment Rate
				78% RMP Facility Proximity
				76% Wastewater Discharge
				72% Ozone
				72% Hazardous Waste Proximity
				70% Traffic Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				74% Diesel Particulate Matter
06111003013	No			
061110030131	No	No	Yes	81% Unemployment Rate
				97% RMP Facility
				91% Wastewater Discharge
				83% Traffic Proximity
				80% Ozone
				71% Hazardous Waste Proximity
				98% Flood Risk
061110030132	No	No	Yes	86% Less Than High School Education
				84% Limited English Speaking Households
				83% Unemployment Rate
				77% Low Income
				81% RMP Facility Proximity
				80% Wastewater Discharge
				78% Traffic Proximity
				77% Ozone
				70% Hazardous Waste Proximity
				97% Flood Risk
06111003100	No	Yes	Invalid?	

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003101	No			
061110031011	No	Yes	Yes	96% Less Than High School Education
				91% Limited English Speaking Households
				88% RMP Facility Proximity
				86% Wastewater Discharge
				85% Ozone
				83% Lead Paint
				82% Traffic Proximity
				81% Hazardous Waste Proximity
				79% Diesel Particulate Matter
				77% Superfund Proximity
061110031012	No	No	Yes	99% RMP Facility Proximity
				88% Wastewater Discharge
				81% Ozone
				78% Traffic Proximity
				77% Hazardous Waste Proximity
				71% Diesel Particulate Matter
061110031013	No	No	Yes	97% Under Age 5
				91% Less Than High School Education
				73% Limited English Speaking Households

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				77% RMP Facility Proximity
				74% Wastewater Discharge
				71% Ozone
				78% Traffic Proximity
				75% Hazardous Waste Proximity
06111003102	No			
061110031021	No	No	Yes	84% Limited English Speaking Households
				99% RMP Facility Proximity
				89% Wastewater Discharge
				81% Ozone
				77% Traffic Proximity
				77% Hazardous Waste Proximity
				73% Diesel Particulate Matter
061110031022	No	No	Yes	87% Less Than High School Education
				79% Limited English Speaking Households
				78% RMP Facility Proximity
				75% Wastewater Discharge
				72% Ozone
				72% Traffic Proximity
				76% Hazardous Waste Proximity
				70% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003300	No	Yes	Invalid?	BGs 061110033012, 061110033023, 061110033021 in EPA IRA DACs
06111003301	No			
061110033011	No	No	Yes	74% Low Income
				84% RMP Facility Proximity
				83% Wastewater Discharge
				81% Ozone
				78% Hazardous Waste Proximity
				77% Traffic Proximity
				75% Diesel Particulate Matter
				73% Superfund Proximity
061110033012	No	Yes	Yes	88% Limited English Speaking Households
				88% Less Than High School Education
				70% Under Age 5
				91% RMP Facility Proximity
				90% Wastewater Discharge
				88% Ozone
				87% Wastewater Discharge
				85% Traffic Proximity
				84% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				79% Superfund Proximity
				83% Hazardous Waste Proximity
06111003302				
061110033021	No	Yes	Yes	95% Under Age 5
				88% Less Than High School Education
				83% Limited English Speaking Households
				83% Unemployment Rate
				86% RMP Facility Proximity
				84% Wastewater Discharge
				82% Ozone
				79% Traffic Proximity
				78% Hazardous Waste Proximity
				75% Diesel Particulate Matter
				74% Superfund Proximity
061110033022	No	No	Yes	70% RMP Facility Proximity
				89% Wastewater Discharge
				80% Ozone
				76% Hazardous Waste Proximity
				76% Traffic Proximity
				75% Lead Paint
				70% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110033023	No	Yes	Yes	96% Limited English Speaking Households
				92% Less Than High School Education
				84% Unemployment Rate
				95% RMP Facility Proximity
				94% Wastewater Discharge
				93% Ozone
				91% Hazardous Waste Proximity
				90% Traffic Proximity
				88% Diesel Particulate Matter
				86% Superfund Proximity
				81% Lead Paint
				76% Particulate Matter 2.5
06111003608	No			
061110036081	No	No	Yes	91% Less Than High School Education
				82% Limited English Speaking Households
				86% RMP Facility Proximity
				83% Wastewater Discharge
				82% Ozone
				81% Diesel Particulate Matter
				81% Hazardous Waste Proximity
				78% Traffic Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				77% Superfund Proximity
061110036082	No	No	Yes	81% Limited English Speaking Households
				79% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				76% Diesel Particulate Matter
				75% Hazardous Waste Proximity
				72% Traffic Proximity
				72% Superfund Proximity
06111003608	No			
061110036081	No	No	Yes	91% Less Than High School Education
				82% Limited English Speaking Households
				86% RMP Facility Proximity
				83% Wastewater Discharge
				82% Ozone
				81% Diesel Particulate Matter
				81% Hazardous Waste Proximity
				78% Traffic Proximity
				77% Superfund Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110036082	No	No	Yes	81% Limited English Speaking Households
				79% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				76% Diesel Particulate Matter
				75% Hazardous Waste Proximity
				72% Traffic Proximity
				72% Superfund Proximity
06111003605	No	No	Invalid?	
06111003613	No			
061110036131	No	No	Yes	90% Under Age 5
				75% Limited English Speaking Households
				72% Less Than High School Education
				79% RMP Facility Proximity
				76% Wastewater Discharge
				74% Ozone
				73% Diesel Particulate Matter
				70% Traffic Proximity
				70% Superfund Proximity
				72% Hazardous Waste Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110036132	No	Yes	Yes	88% Unemployment Rate
				73% Less Than High School Education
				70% Low Income
				83% RMP Facility Proximity
				80% Wastewater Discharge
				79% Ozone
				77% Diesel Particulate Matter
				75% Traffic Proximity
				74% Superfund Proximity
				74% Hazardous Waste Proximity
06111003614	No			
061110036141	No	No	Yes	78% Over Age 64
				77% RMP Facility Proximity
				73% Diesel Particulate Matter
				73% Wastewater Discharge
				71% Ozone
				74% Hazardous Waste Proximity
				72% Traffic Proximity
061110036142	No	No	Yes	82% Over Age 64
				78% Unemployment Rate

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				71% Less Than High School Education
				76% RMP Facility Proximity
				73% Wastewater Discharge
				72% Diesel Particulate Matter
				71% Ozone
				74% Traffic Proximity
				73% Hazardous Waste Proximity
061110036143	No	No	Yes	83% Limited English Speaking Households
				76% Over Age 64
				77% RMP Facility Proximity
				73% Wastewater Discharge
				72% Diesel Particulate Matter
				71% Ozone
				75% Hazardous Waste Proximity
				73% Traffic Proximity
06111004901	No			
061110049011	No	No	Yes	80% Under Age 5
				73% Limited English Speaking Households
				71% Less Than High School Education
				74% RMP Facility Proximity
				70% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				81% Ozone
				81% Hazardous Waste Proximity
				76% Traffic Proximity
				74% Diesel Particulate Matter
061110049012	No	No	Yes	83% Less Than High School Education
				80% Limited English Speaking Households
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				74% Hazardous Waste Proximity
				73% Traffic Proximity
				71% Diesel Particulate Matter
061110049013	No	Yes	Yes	91% Limited English Speaking Households
				77% Less Than High School Education
				85% RMP Facility Proximity
				83% Wastewater Discharge
				81% Ozone
				79% Traffic Proximity
				78% Hazardous Waste Proximity
				74% Diesel Particulate Matter
				72% Superfund Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111005004	No			
061110050041	No	No	Yes	77% Limited English Speaking Households
				70% Less Than High School Education
				78% RMP Facility Proximity
				78% Wastewater Discharge
				75% Traffic Proximity
				75% Ozone
				98% Flood Risk
06111008800	No			
061110088001	No	Yes	Yes	95% Less Than High School Education
				93% Limited English Speaking Households
				77% Low Income
				94% RMP Facility Proximity
				92% Wastewater Discharge
				92% Ozone
				90% Diesel Particulate Matter
				88% Traffic Proximity
				88% Hazardous Waste Proximity
				87% Superfund Proximity
				77% Particulate Matter 2.5

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110088002	No	No	Yes	90% Unemployment Rate
				71% Under Age 5
				70% RMP Facility Proximity
				85% Wastewater Discharge
				82% Diesel Particulate Matter
				79% Ozone
				76% Hazardous Waste Proximity
				73% Traffic Proximity
061110088003	No	No	Yes	86% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				77% Diesel Particulate Matter
				76% Ozone
				74% Hazardous Waste Proximity
				73% Superfund Proximity
				72% Traffic Proximity
06111008900	No			
061110089001	No	Yes	Yes	98% Less Than High School Education
				70% Limited English Speaking Households
				89% RMP Facility Proximity
				86% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				86% Diesel Particulate Matter
				86% Ozone
				84% Superfund Proximity
				81% Traffic Proximity
				81% Hazardous Waste Proximity
061110089002	No	No	No	92% Less Than High School Education
				81% RMP Facility Proximity
				78% Diesel Particulate Matter
				76% Ozone
				76% Superfund Proximity
				76% Wastewater Discharge
				75% Lead Paint
				71% Hazardous Waste Proximity
06111003010	No			
061110030101	No	No	Yes	77% Less Than High School Education
				71% Limited English Speaking Households
				80% RMP Facility Proximity
				79% Wastewater Discharge
				76% Ozone
				74% Traffic Proximity
				70% Hazardous Waste Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111004505	No			
061110045051	No	Yes	Yes	96% Less Than High School Education
				93% Limited English Speaking Households
				87% Unemployment Rate
				86% Under Age 5
				73% Low Income
				95% Diesel Particulate Matter
				95% RMP Facility Proximity
				94% Ozone
				94% Superfund Proximity
				92% Wastewater Discharge
				89% Hazardous Waste Proximity
				88% Traffic Proximity
				88% Lead Paint
				82% Particulate Matter 2.5



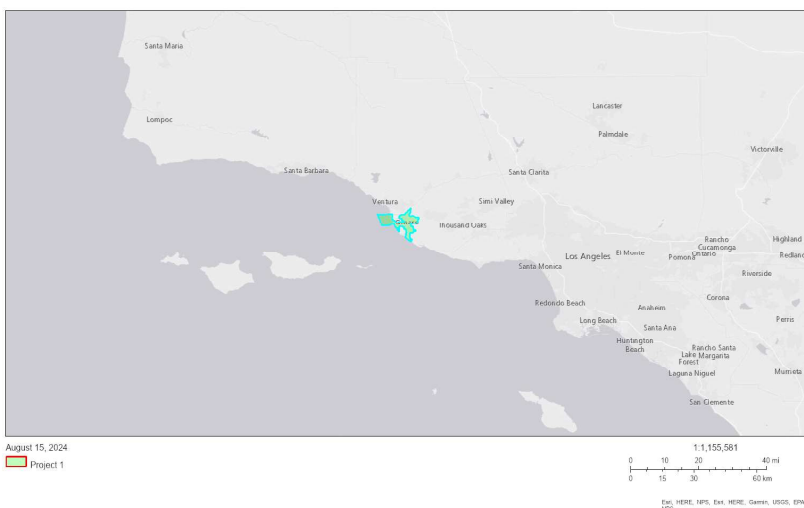
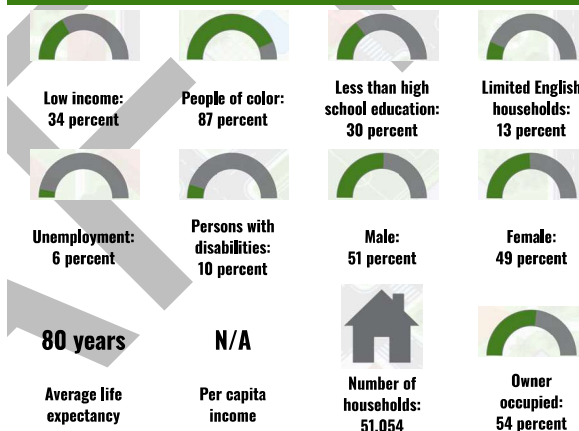
EJScreen Community Report

This report provides environmental and socioeconomic information for user-defined areas, and combines that data into environmental justice and supplemental indexes.

Oxnard, CA

City: Oxnard
Population: 202,117
Area in square miles: 39.15

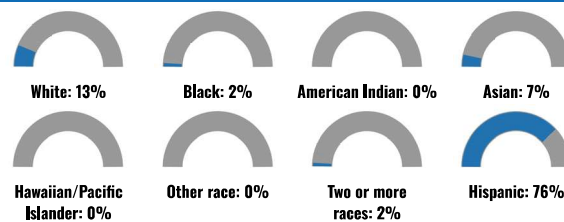
COMMUNITY INFORMATION



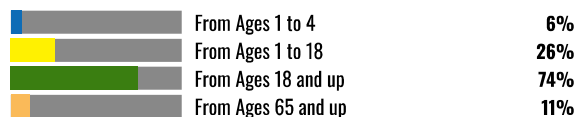
LANGUAGES SPOKEN AT HOME

LANGUAGE	PERCENT
English	34%
Spanish	59%
Vietnamese	1%
Tagalog (including Filipino)	3%
Other and Unspecified	2%
Total Non-English	66%

BREAKDOWN BY RACE



BREAKDOWN BY AGE



LIMITED ENGLISH SPEAKING BREAKDOWN



Notes: Numbers may not sum to totals due to rounding. Hispanic population can be of any race. Source: U.S. Census Bureau, American Community Survey (ACS) 2018-2022. Life expectancy data comes from the Centers for Disease Control.

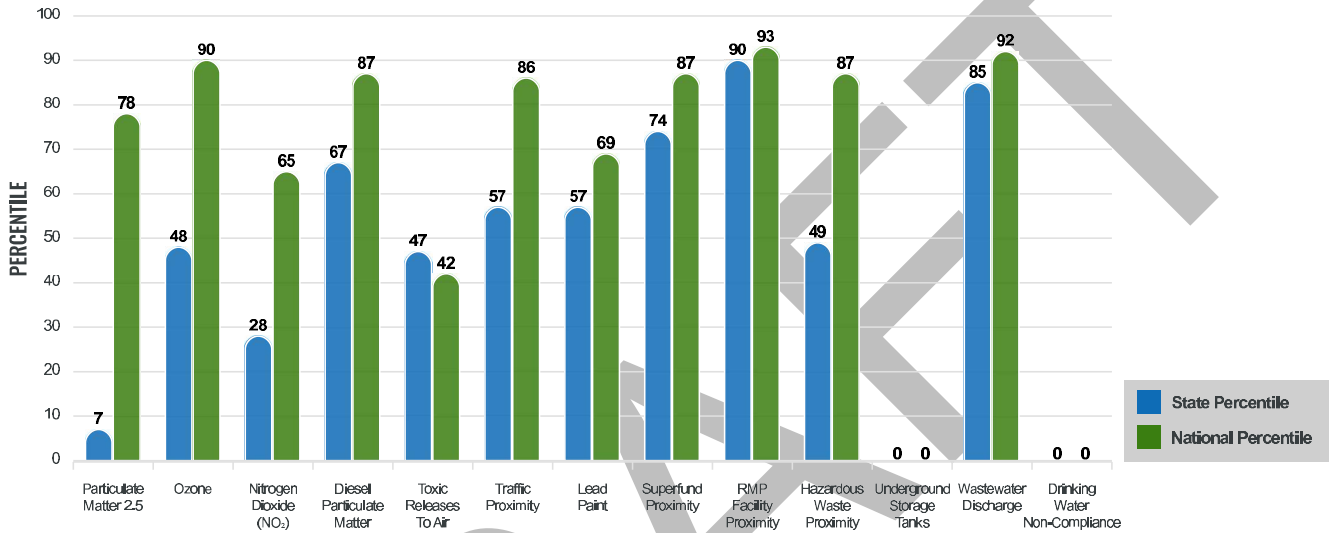
Environmental Justice & Supplemental Indexes

The environmental justice and supplemental indexes are a combination of environmental and socioeconomic information. There are thirteen EJ indexes and supplemental indexes in EJScreen reflecting the 13 environmental indicators. The indexes for a selected area are compared to those for all other locations in the state or nation. For more information and calculation details on the EJ and supplemental indexes, please visit the [EJScreen website](#).

EJ INDEXES

The EJ indexes help users screen for potential EJ concerns. To do this, the EJ index combines data on low income and people of color populations with a single environmental indicator.

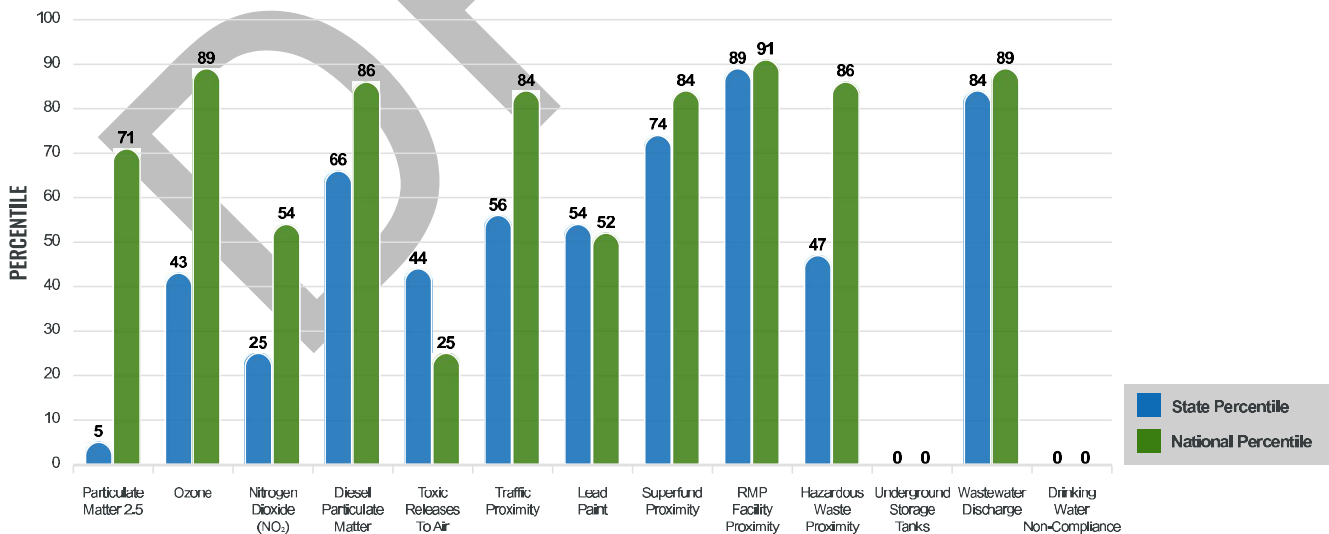
EJ INDEXES FOR THE SELECTED LOCATION



SUPPLEMENTAL INDEXES

The supplemental indexes offer a different perspective on community-level vulnerability. They combine data on percent low income, percent persons with disabilities, percent less than high school education, percent limited English speaking, and percent low life expectancy with a single environmental indicator.

SUPPLEMENTAL INDEXES FOR THE SELECTED LOCATION



Report for City: Oxnard

Report produced August 15, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

SELECTED VARIABLES	VALUE	STATE AVERAGE	PERCENTILE IN STATE	USA AVERAGE	PERCENTILE IN USA
ENVIRONMENTAL BURDEN INDICATORS					
Particulate Matter 2.5 (µg/m ³)	8.26	12.3	3	8.45	53
Ozone (ppb)	67.6	74.2	29	61.8	80
Nitrogen Dioxide (NO ₂) (ppbv)	6.4	9.1	15	7.8	38
Diesel Particulate Matter (µg/m ³)	0.263	0.286	49	0.191	78
Toxic Releases to Air (toxicity-weighted concentration)	65	780	35	4,600	20
Traffic Proximity (daily traffic count/distance to road)	2,200,000	4,000,000	38	1,700,000	75
Lead Paint (% Pre-1960 Housing)	0.18	0.31	46	0.3	46
Superfund Proximity (site count/km distance)	0.24	0.68	63	0.39	73
RMP Facility Proximity (facility count/km distance)	3.9	0.83	97	0.57	99
Hazardous Waste Proximity (facility count/km distance)	4.5	11	30	3.5	76
Underground Storage Tanks (count/km ²)	0	0.00036	0	3.6	0
Wastewater Discharge (toxicity-weighted concentration/m distance)	8400	11000	78	700000	87
Drinking Water Non-Compliance (points)	0	0.5	0	2.2	0
SOCIOECONOMIC INDICATORS					
Demographic Index USA	2.18	N/A	N/A	1.34	82
Supplemental Demographic Index USA	1.99	N/A	N/A	1.64	73
Demographic Index State	2.47	1.83	75	N/A	N/A
Supplemental Demographic Index State	1.83	1.49	71	N/A	N/A
People of Color	87%	62%	75	40%	87
Low Income	34%	28%	67	30%	62
Unemployment Rate	6%	6%	56	6%	65
Limited English Speaking Households	13%	8%	75	5%	88
Less Than High School Education	30%	16%	82	11%	92
Under Age 5	6%	5%	64	5%	65
Over Age 64	11%	16%	35	18%	28

*Diesel particulate matter index is from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

Sites reporting to EPA within defined area:

Superfund	1
Hazardous Waste, Treatment, Storage, and Disposal Facilities	12
Water Dischargers	256
Air Pollution	6
Brownfields	0
Toxic Release Inventory	24

Other community features within defined area:

Schools	43
Hospitals	5
Places of Worship	65

Other environmental data:

Air Non-attainment	Yes
Impaired Waters	Yes

Selected location contains American Indian Reservation Lands*	No
Selected location contains a "Justice40 (CEJST)" disadvantaged community	Yes
Selected location contains an EPA IRA disadvantaged community	Yes

Report for City: Oxnard

Report produced August 15, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

HEALTH INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Low Life Expectancy	17%	18%	44	20%	26
Heart Disease	4.5	4.8	46	5.8	24
Asthma	9.7	9.6	57	10.3	36
Cancer	4.2	5.6	26	6.4	11
Persons with Disabilities	9.8%	11.3%	43	13.7%	28

CLIMATE INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Flood Risk	14%	13%	72	12%	77
Wildfire Risk	0%	30%	0	14%	0

CRITICAL SERVICE GAPS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Broadband Internet	11%	9%	67	13%	53
Lack of Health Insurance	16%	7%	93	9%	86
Housing Burden	Yes	N/A	N/A	N/A	N/A
Transportation Access Burden	Yes	N/A	N/A	N/A	N/A
Food Desert	Yes	N/A	N/A	N/A	N/A

Report for City: Oxnard

Report produced August 15, 2024 using EJScreen Version 2.3



**EXHIBIT B
PROGRAM BUDGET**

DRAFT



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program
Operations: Urban & Community Forestry Program Budget Summary
USDA Grant Period of Performance: 2024 - 2027

Unique Entity Identifier: JKLUB9N3DXH7 *Example: GL #192394* **Organization Name:** City of Oxnard *Example: City of Trees, CA*

On this summary worksheet, please fill in ONLY your unique entity identifier, and your organization name, then, proceed to worksheets A. through F.

2 CFR 200: [Link Here](#)

Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Category	Federal	Federal	Federal	Federal	Federal
A. Personnel	\$0	\$0	\$0	\$0	\$0
B. Fringe	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0
F. Contractual	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00
H. Other Direct Costs	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00
Total Indirect Charges	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00

DRAFT

A. Personnel

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1 (7/1/24-6/30/25)			Year 2 (7/1/25-6/30/26)			Year 3 (7/1/26-6/30/27)			Year 4 (7/1/27-11/30/27)			Subtotal	
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total		
					\$0	\$0		\$0		\$0		\$0		\$0		\$0
Federal Request			Year 1 Total:		\$0	Year 2 Total:		\$0	Year 3 Total:		\$0	Year 3 Total:		\$0	All Years:	\$0
Cost of Living Adjustment Justification																

B. Fringe

Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contribution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.

Position	Name	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Request		\$0	\$0	\$0	\$0	\$0

Fringe Category	Rate
FICA/Medicare	
State unemployment	
Retirement contribution	
Health insurance	
Workers compensation	
Total	0.00%

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C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:

[Link Here](#)

GSA Guidance:

[Link Here](#)

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Citywide Tree Inventory and Level 2 Risk Assessment	Costs are estimated at \$7/tree, 48,806 trees	\$170,821.00	\$170,821.00	\$0.00	\$0.00	\$341,642.00
Community Engagement	Costs estimated by consultant for workshops, classroom education, webpage content, social media ads	\$27,766.50	\$27,766.50	\$0.00	\$0.00	\$55,533.00
Training for City of Oxnard Tree Staff	Estimated at \$50/hour of training	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
LiDAR for Canopy Cover Analysis	Estimated at \$1.80/acre, 16,666.66 acres	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$30,000.00
Tree Removals	Removal of an estimated 325 dead, dying trees, or hazardous trees. Estimated at \$1,670/tree	\$0.00	\$0.00	\$270,540.00	\$272,210.00	\$542,750.00
Federal Request		\$228,587.50	\$213,587.50	\$270,540.00	\$272,210.00	\$984,925.00

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Budget Narrative

Contractual

Tree Inventory and Level 2 Risk Assessment: The cost of the Tree Inventory and Level 2 Risk Assessment is estimated at \$7 per tree. This estimate was provided by the City's Parks Manager based on their recent experience. As there are 48,806 trees estimated that are managed by the City, the total budget for this item is \$341,642.

- \$7 X 48,806 = 341,642
 - Year 1: 7 X \$24,403 trees = \$170,821
 - Year 2: 7 X \$24,403 trees = \$170,821

Community Engagement: This line item will fund a community engagement process, including 4 community presentations/workshops, the creation of a webpage with content for residents to track ongoing progress, including the tree inventory, risk assessment, and justification for dead and dying tree removals. The community engagement will also integrate outreach regarding the LiDAR canopy cover analysis, including with local schools where available through classroom-based presentations. The cost is estimated at \$55,533. This cost was estimated after a phone cost estimate was provided by a consultant who does tree inventories, tree risk assessments, and community engagement.

Training: Urban forestry management training classes for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software. The cost is estimated at \$15,000. These costs were estimated by the City's certified arborist on staff based on their experience, and a quote was also requested from a training provider. This training line item covers exam fees, test fees, courses, study guides, and test preparation training for certified arborist and certified tree worker exams and certifications.

- \$50/hour X 300 hrs = \$15,000

LiDAR for canopy cover analysis: The estimated cost for the LiDAR canopy cover analysis is a lump sum based on the area of the City of Oxnard. The cost is estimated at \$30,000. The analysis includes aerial imagery, image processing, land use classification, analysis and a report assessing canopy cover. This quote was provided by a consultant.

- For 16,640 acres = \$30,000



Tree Removals: It is estimated that 325 trees will be recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment process. The trees cost an estimated \$1,670 each to remove. This cost was provided by the City's Parks Manager, based on recent experience. The total is \$542,750 for the removal of the 325 trees.

- Year 2: 162 trees X \$1,670 = \$270,540
- Year 3: 163 trees X \$1,670 = \$272,210



EXHIBIT C ADDITIONAL TERMS AND CONDITIONS

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov. If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."



2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
 - i. Subrecipient and its employees, may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1) Associated with performance under this award; or



- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- c. Provisions applicable to any Subrecipient:
 - i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
 - i. "Employee" means either:
 - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity"
 - 1) Means any entity other than a state, local government, Indian tribe, or foreign public



entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

- (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- (b) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- a. Subrecipient may not require its employees, contractors, or Subrecipients 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 of a federal department or agency authorized to receive such information.
- b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
- c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
 - i. Will prohibit the Subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient 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 award.
5. FREEDOM OF INFORMATION ACT. 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 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
 - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including



Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- b. Specify the actions subawardee will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



- C. Without the GreenLatinos Case Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
- D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
- E. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

10. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



EXHIBIT D NOTICE OF PRIME AWARD

FEDERAL FINANCIAL ASSISTANCE AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013 Between GREENLATINOS And The USDA, FOREST SERVICE COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY WASHINGTON OFFICE

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: sm.fs.wospfreports@usda.gov

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at rhonda.horn@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



Caring for the Land and Serving People

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City of Oxnard
Project Amount: \$984,925.00
Project Completion Date: 11/30/2027
Project Number: 00000023

OMB 0596-0217
Expiration Date: 11/30/2017
Rev. (12-13)

B. **STATEMENT OF SUBSTANTIAL INVOLVEMENT.** The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
4. Review and approve any proposed competitive process for new subawards.
5. Consult in the selection of key personnel, if requested.
6. Participate in the presentation of results in publications and/or conference presentations, if requested.

C. **NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES:** To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.



Award Number: 24-CA-11132544-013

4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Magaña 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: markmagana@greenlatinos.org	Joan Kato 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: joankato@greenlatinos.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kasey Yturralde, PhD, National Program Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: kasey.yturralde@usda.gov	Rhonda Horn, Grants Management Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: rhonda.horn@usda.gov

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



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F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (mandatory): SM.FS.asc_ga@usda.gov	Kasey Yturralde
FAX: 877-687-4894	Kasey.yturralde@usda.gov
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

G. ELECTION OF DE MINIMIS INDIRECT RATE. GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

H. PRIOR WRITTEN APPROVAL. GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

I. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior



Award Number: 24-CA-11132544-013

to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark
Magaña

Digitally signed by Mark
Magaña
Date: 2023.12.13
15:15:41 -05'00'

MARK MAGAÑA, President & CEO
GreenLatinos

Date

STEVEN
KOEHN

Digitally signed by
STEVEN KOEHN
Date: 2023.12.13
15:49:12 -05'00'

STEVEN W. KOEHN, Director
Cooperative Forestry
USDA Forest Service, State, Private and Tribal
Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

Rhonda Horn

Digitally signed by
Rhonda Horn
Date: 2023.12.13
11:43:03 -07'00'

RHONDA HORN
USDA Forest Service Grants Management Specialist

Date



Award Number: 24-CA-11132544-013

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later



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than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30th and December 31st to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting

- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service 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.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.

- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the



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recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GreenLatinos is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or



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retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.



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- O. AWARD CLOSEOUT. GreenLatinos must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. DEBARMENT AND SUSPENSION. GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of subrecipients or contracts for debarment and suspension. All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.



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- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
 2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or



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- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

- 1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



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3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients 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 of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations



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regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). 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). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.



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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most



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- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
 If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.



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5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170



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ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee



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to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.





EXHIBIT E
SUBAWARD DATA

(i)	Subrecipient Name	City of Oxnard
(ii)	Subrecipient Unique Entity Identifier:	JKLUB9N3DXH7
(iii)	Federal Award Identification Number (FAIN):	24-CA-11132544-013
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	October 12, 2023
(v)	Subaward Period of Performance Start Date:	8/20/2024 4:57 PM PDT
(vi)	Subaward Period of Performance End Date:	11/30/2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$984,925
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$984,925
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$984,925
(x)	Federal Award Project Description:	The project involves a tree inventory and Level 2 Risk Assessment of the approximately 48,806 trees that are managed by the City of Oxnard, urban forest training for the City's urban forest staff, LiDAR for analyzing canopy cover, the removal of approximately 325 dead and dying trees in disadvantaged communities and involve youth who will participate in the tree inventory and LiDAR canopy cover analysis. This project will serve as the foundation for all future City urban forest planning and management.



EXHIBIT F WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;



- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



EXHIBIT G 2 CFR PART 170

1. Reporting Subawards and Executive Compensation.
 - a. *Reporting of First-Tier Subawards.*
 - i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or Federal agency (see definitions in paragraph e. of this award term).
 - ii. *Where and When to Report.*
 - 1) The non-federal entity or federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - 2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - iii. *What to Report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
 - b. *Reporting Total Compensation of Recipient Executives for Non-Federal Entities.*
 - i. *Applicability and What to Report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2) in the preceding fiscal year, you received
 - (a) 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance



- subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - 1) As part of your registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.
 - c. *Reporting of Total Compensation of Subrecipient Executives.*
 - i. *Applicability and What to Report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-federal entity Subrecipient under this award, you shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if
 - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
 - (a) 80% or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC



- § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the Subrecipient by November 30 of that year.
 - d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
 - e. *Definitions.* For purposes of this award term:
 - i. “Federal Agency” means a Federal agency as defined at 5 USC section 551(1) and further clarified by 5 USC section 552(f).
 - ii. “Non-Federal Entity” means all of the following, as defined in 2 CFR part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization; and,
 - 4) A domestic or foreign for-profit organization
 - iii. “Executive” means officers, managing partners, or any other employees in management positions.
 - iv. “Subaward”:
 - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



- 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. "Subrecipient" means a non-federal entity or federal agency that:
 - 1) Receives a subaward from you (the recipient) under this award; and
 - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).



EXHIBIT H
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
 AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

OMB No. 0505-0027
 Date: 09/30/2025

Expiration



**Certification Regarding
 Debarment, Suspension,
 Ineligibility and Voluntary
 Exclusion Lower Tier Covered
 Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

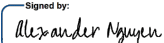
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;



City of Oxnard
 Project Amount: \$984,925.00
 Project Completion Date: 11/30/2027
 Project Number: 00000023

B. 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 City of Oxnard	PR/AWARD NUMBER OR PROJECT NAME JKLUB9N3DXH7
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Alexander Nguyen, City Manager	
SIGNATURE 	DATE 8/20/2024 3:54 PM PDT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)



632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

Form AD-1048 (REV 12/22)

Certificate Of Completion

Envelope Id: A10727FC7C0E4B2E9A782C31844F47DB

Status: Completed

Subject: Complete with DocuSign: Oxnard GreenLatinos USDA IRA UCF Grant Package.Signed.Initialled.8.23.24.pdf

Source Envelope:

Document Pages: 99

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 3

Molly

AutoNav: Enabled

72632 Coyote Rd.

Envelope Stamping: Enabled

Pendleton, OR 97801

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

molly.hass@cayusegov.com

IP Address: 73.229.196.232

Record Tracking

Status: Original

Holder: Molly

Location: DocuSign

8/23/2024 10:01:03 AM

molly.hass@cayusegov.com

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Cayuse Shared Services

Location: DocuSign

Signer Events**Signature****Timestamp**

Eric Humel

Initial

eric.humel@oxnard.org



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Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

Using IP Address: 76.81.180.50

Electronic Record and Signature Disclosure:

Accepted: 8/23/2024 10:40:24 AM

ID: 51760599-e121-4f12-88af-753233d294ab

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Joe Toolan

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joetoolan@greenlatinos.org

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rachna Vas

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rachnavas@greenlatinos.org

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2024 10:01:29 AM
Certified Delivered	Security Checked	8/23/2024 10:40:24 AM
Signing Complete	Security Checked	8/23/2024 10:40:46 AM
Completed	Security Checked	8/23/2024 10:40:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

DRAFT

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cayuse Shared Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cayuse Shared Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: chris.leonard@cayusegov.com

To advise Cayuse Shared Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.leonard@cayusegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cayuse Shared Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.leonard@cayusegov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cayuse Shared Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chris.leonard@cayusegov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cayuse Shared Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cayuse Shared Services during the course of your relationship with Cayuse Shared Services.



Award Administration Guide for Grantees

INFLATION REDUCTION ACT - URBAN AND COMMUNITY FORESTRY GRANT (U&CF)



Cover image: [Chicago skyline](#) of urban forest. USDA Forest Service photo by Preston Keres.

This guide addresses high level and general components of grants administration process for recipients/grantees. For general assistance or inquiries on your IRA-UCF grants award, contact your local Grants & Agreements office or Access Branch, accessga@usda.gov

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Part I: Forest Service Awards

The Award and Administration Guide provides general guidance to USDA Forest Service policies regarding the award and administration of domestic grants (DG) and Cooperative Agreements (CA), Commonly referred to as awards. Refer to [2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements](#) for Federal Awards as they apply to Forest Service financial instruments. This guide addresses both high level and general components of the grant administration process for recipients who apply for federal financial assistance through the USDA Forest Service. In instances where there is a discrepancy between this Award Administration Guide, or any previously mentioned statutory codes, the original Forest Service Handbook and Manual and Federal Regulatory Code maintains precedence.

CONTACT FOR FURTHER INFORMATION

For general questions related to this Forest Service Award Administration Guide, please contact the following shared inbox: SM.FS.UCF_IRA@usda.gov. For inquiries specific to a Forest Service Award, contact the Grants and Agreements Specialist listed in the Award Notification package.

A. Grant Award Life Cycle

In general, once the Federal agency completes the application review process, the Award phase begins. The final award decisions rest solely in the hands of the federal agency staff with fiduciary responsibility and legal authority to enter into a binding instrument, i.e., domestic grants (DG) and Cooperative Agreements (CA). Federal staff review and make award recommendations based on the programmatic and financial reviews of the applications. These recommendations are reviewed within a series of levels to ensure compliance with all prescribed regulatory language.

Award: After the review of all applications, the awarding agency makes award determination and sends out notifications of award.

Post Award (Award Administration): This phase begins with a successful applicant, known as grantee, awardee or recipient. This phase consists of grant implementation, monitoring and reporting. This guide primarily addresses this phase.

Close Out: Closeout is when the grant process ends. In order to complete a closeout, award recipient, must submit the final financial and programmatic reports for Program Managers and other FS staff to review.

Notice of Award

Once the final award decision is made, the awarding agency sends the notification to the entities selected for funding. The award package specifies key factors such as the award amount, performance measures, reporting requirements, etc. It is considered the formal, legally binding document. When you or your organization accepts the award (i.e., by signing the award package) you become legally obligated to carry out the full terms and conditions of the award or known as a grant or an agreement instrument. As an award recipient, you are also subject to federal statutory and regulatory requirements as outlined in the agreement.

Awardees are free to accept or reject the grant or cooperative agreement as awarded. The FS recognizes a recipient's formal acceptance of the award upon the recipient's provision of a signature on the award package. If an awardee chooses not to accept an award, the award form does not need to be signed; however, as a courtesy, a documented notification should be sent to the recipient's FS staff such as Grants Management Specialist (GMS) and Program Manager (PM) informing them of the withdrawal.

Composition of a FS Award

Composition of a FS award includes:

- Award Notice: In most instances, FS transmits award notices to organizations via e-mail.
- Administrative Federal Award Requirements ([2 CFR Chapter II](#))
- the budget, which indicates the amounts, by categories of expense, and any other requirements.
- any FS general conditions referenced in the award;
- the proposal referenced in the award;
- any FS program announcement, or other documents or special requirements incorporated in the award.

B. Grant Periods

Apart from fixed amount awards, a FS grant gives authority to the grantee to commit and expend funds for allowable costs in support of the project, up to the amount specified in the grant. This action can be performed at any time during the grant period. Expenditures may not be charged prior to the start date without prior approval from a program manager.

All funding agreements will be for a period of 5 years. All activities and expenses must be completed within 5 years of award. Funding agreements will not be extended beyond 5 years.

Grantees will be expected to implement and demonstrate measurable progress within twelve (12) months of award.

Definitions

Execution Date or *Award Date* is the date of last signature on Forest Service Award.

Start Date- is the date specified in the grant notice on or after which, except for fixed amount awards, expenditures may be charged to the grant. Typically, the start date is the same as the execution date, however, there could in instances where the *start date is after the execution (but should not be before, unless there is approval from an authorized FS personnel (i.e., Partnership Coordinator, Program Manager, Grants Management Specialist))*.

End Date- is the date specified in the grant notice after which expenditures may not be charged against the grant except to satisfy obligations to pay allowable project costs committed on or before that date.

Grant Period or *Period of Performance*- is the period between the start date and the end date of a Forest Service grant shown as the duration.

Budget Period- the period of time that a grantee can incur expenses. This time generally occurs during a period of performance but may be different based on the structure of your award. Please consult your Partnership Coordinator, Program Manager or Grants Management Specialist if you have questions.

Changes in a Grant Period

Once an award is made, the start date cannot be changed. However, grantees have the authority to incur pre-award costs by written approval from a Program Manager. The end date may be changed with an approved request for continued support, a no-cost grant extension, or with approval of a request for supplemental support. When appropriate, the FS Grants Management Specialist will issue an amendment to the grant.

No-cost extension requests should be routed to the appropriate FS official (i.e., PM, GMS) for review and approval. The final approval will come from the FS Grants & Agreements Specialist. If a request is approved, there will be amendment to the grant specifying a new end date.

Grantees are cautioned not to make new commitments or incur new expenditures after the end date of the approved budget period.

The request must explain the need for the extension and include *an estimate of the unobligated funds remaining and a plan for their use*. Unobligated funds that remain at the end of the grant is not in itself sufficient justification for an extension. The plan must adhere to the previously approved objectives of the project.

C. Domestic Grant & Cooperative Agreement Checklist

FORM NUMBER	FORM TITLE	REQUIREMENT TO USE
SF-424	Application for Federal Assistance	Always required.
SF-424A	Budget Information – Non-Construction Programs	Required for non-construction projects.
SF-424B	Assurances – Non-Construction Programs	Required for non-construction projects.
Project Narrative	Detailed description of project activities.	Always required.
Expanded/Detailed Project Budget	Detailed Budget - Optional format is available	Always required.
AD-1047	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Always required.
AD-1048	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Require when a contractual line is included in the budget. ONLY for use with a subrecipient. The recipient keeps the form in their records and does not submit to the Forest Service.
AD-1049	Certification Regarding Drug-Free Workplace Requirements	Required for all new packages, except for individuals and State governments.
AD-1052	Certification Regarding Drug-Free Workplace Requirements, State and State Agencies	Required for all new packages that are with State agencies.
AD-3030	Representations Regarding Felony Conviction And Tax Delinquent Status For Corporate Applicants	Required for profit or non-profit entity that has filed articles of incorporation.
SF-LLL	Certification Regarding Lobbying Disclosure of Lobbying Activities	This may be required when an award exceeds \$100,000.
NICRA	Negotiated Indirect Cost Rate Agreement	Required if Grantee/Cooperator is asking for reimbursement of indirect costs and not using the Di Minimus rate of 10%.

D. Pass Through Funding (Sub-Awards)

Section D applies only to Pass-Through Funding Entities selected to administer a national, regional, or sub-regional level competitive sub-award program. Pass Through Funding Entities greatly expand the capacity of the USDA Forest Service to expedite funding to small community-based organizations and other administratively and technically burdened partners serving disadvantaged communities.

Funding to Pass-Through Entities will be executed through a grant, or a cooperative agreement with substantial Forest Service involvement, at the full discretion of the USDA Forest Service.

Pass-Through Funding Entities with national sub-award portfolios will be managed through the Urban and Community Forestry Program in the Washington Office, and will be comprised of

:

- 1) A suite of pre-selected applications submitted through the USDA Forest Service Urban and Community Forestry IRA NOFO grant portal that are below the minimum funding threshold for direct award by the USDA Forest Service; and
- 2) Applications competitively awarded directly by the Pass-Through Funding Entity.

All national, regional and sub-regional Pass Through Funding Entities administering a competitive sub award program must comply with the following requirements:

1. Competitively subaward a minimum of 80% of funding to community-based organizations, or other partners serving disadvantaged communities.
2. Design an equal opportunity competitive project application submission and evaluation process that alleviates burden, including but not limited to technical and administrative burden, on small, capacity-constrained applicants.
3. Develop outreach efforts and plans to reach all underserved or disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and public minority land grant institutions, for awareness of the availability of sub-award funding.
4. Develop a sub-award process that ensures efficient and effective fund dispersal and completion of sub-awardee projects within a 1 year period. All sub-awardee projects must be completed within the five-year, Pass-Through Entity grant performance period.
5. Create an efficient progress and financial tracking and accomplishment reporting system for Urban and Community Forestry IRA sub-award projects.
6. Manage the application in-take processes, evaluations, subawards process, project risk through ongoing monitoring, and project tracking and reporting for communities. Subawards to communities will not be individually approved by the Forest Service. Submit timely financial and progress reports and success stories (brief project description and outcomes, with project photographs and recipient testimonials where feasible) with the USDA Forest Service.
7. Assist sub-awardee with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

Part II: Grant Administration

The post award phase comprises a significant amount of work over the duration of the award dates, which includes implementing the grant, reporting progress, and completing the closeout requirements. The federal agency that makes the award to you is also there to assist and ensure you or your organization complies with the grant terms and conditions.

E. Terms and Definitions

Advance Payment - means a payment that FS makes by any appropriate payment mechanism, including a predetermined payment schedule, before the grantee disburses the funds for program purposes.

Cognizant - Having a legal awareness or jurisdiction over an award. This is usually a FS employee, such as, a Grants Management Specialist or Program Manager.

Community Based Organization - means a public or nonprofit organization that supports and/or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders. A "community" can be characterized by a particular geographic area and/or by the relationships among members with similar interests and can be characterized as part of a broader national or regional community where organizations can be focused on the needs of urban, rural and/or tribal areas, and other similar groups.

Cooperative Agreement - Cooperative agreement means a legal instrument of financial assistance between a

Federal awarding agency and a recipient or a pass-through entity and a subrecipient that, consistent with [31 U.S.C. 6302–6305](#):

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see [31 U.S.C. 6101\(3\)](#)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(2) Is distinguished from a grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

(3) The term does not include:

(i) A cooperative research and development agreement as defined in [15 U.S.C. 3710a](#); or

(ii) An agreement that provides only:

(A) Direct United States Government cash assistance to an individual;

(B) A subsidy;

(C) A loan;

(D) A loan guarantee; or

(E) Insurance.

Disbursements/Outlays/Expenditures – means charges made by the grantee to a project or program for which an FS award was received.

Domestic Grant Agreement - Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with [31 U.S.C. 6302, 6304](#):

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see [31 U.S.C. 6101\(3\)](#)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

(3) Does not include an agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(vi) A loan guarantee; or

(v) Insurance.

Grantee - means the organization or other entity that receives a grant and assumes legal and financial responsibility and accountability both for the awarded funds and for the performance of the grant-supported activity. FS grants are normally made to organizations rather than to individual Principal Investigator/Project Director(s). Categories of eligible proposers may be found in GPG Chapter I.E.

Obligations – means funds authorized by an FS Signatory Official for a specific FS award creating a balance payable to a grantee.

Grantee Obligations – means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the grantee during the same or a future period.

Instrument - a means by which something is affected or done. A legal document or policy giving agency to a partner or grantee.

Payments – means the funds transferred from FS to the grantee by electronic funds transfer (Automated Clearing House (ACH)) and on some rare occasions by check or by wire for same day electronic funds transfer or international payments.

Pass-through entity (PTE) – means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Unliquidated Obligations – for grantee financial reports prepared on a cash basis, means obligations incurred by the grantee that have not been paid (liquidated). For grantee reports prepared on an accrual expenditure basis, means obligations incurred by the grantee for which an expenditure has not been recorded.

Unobligated Balance – means the amount of funds under an FS award that the grantee has not obligated. The amount is computed by subtracting the cumulative amount of the grantee's unliquidated obligations and expenditures of funds under the FS award from the cumulative amount of the funds that FS has authorized the grantee to obligate.

Sub-Award - an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient - an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Program Income - means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the grant during the period of performance. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under the grant, the sale of commodities or items fabricated under the grant, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the grant, program income does not include rebates, credits, discounts, and interest earned on any of them.

Suspension - means an action by FS that temporarily withholds Federal support of a project pending corrective action by the grantee or a decision by FS to terminate the grant.

Termination - means the ending of the FS award, in whole or in part at any time prior to the planned end of the period of performance.

F. Monitoring Project Performance

Roles and Responsibilities

Grantees: Domestic Grant Award grantee has full responsibility for the conduct of the project or activity supported under an FS grant and for the results achieved. A Cooperative Agreement is distinguished from a domestic grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award. Regardless of award type, all grantees should monitor the performance of the project to assure adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms and conditions of the grant. To carry out these responsibilities, each grantee organization shall agree to comply with the applicable Federal requirements for grants and to the prudent management of all expenditures and actions affecting the grant. Documentation for each expenditure or action affecting the grant shall reflect appropriate organizational reviews or approvals, which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary, and reasonable for the conduct of the project, and that the proposed action:

- is consistent with grant terms and conditions;
- is consistent with FS and grantee policies;
- represents effective utilization of resources; and
- does not constitute changes in objectives or scope.

Forest Service Program Managers (PM): A PM may conduct a review on behalf of the agency. They can review project accomplishments, grantee management control systems and administration and management of the grant and to provide technical assistance as may be required. If any site visit is made by the FS on the premises of the

grantee or a subrecipient under a grant, the grantee shall provide and shall require its subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the FS representatives. PMs are generally responsible with the following:

- Monitoring of financial and performance standards
- Evaluating project data to ensure compliance with the grant agreement.
- Completing desk audits or site visits as needed.
- Reviewing invoices (SF-270) for accuracy and approval of payments
- Monitoring financial capability
- Maintain an ongoing, periodic assessment of current and cumulative project activities for all their grants and agreements.

Grants Management Specialist (GMS):

- Assist the PM as needed to provide direction regarding equipment justification, purchase, reporting, and disposition.
- Ensuring that any required forms are completed and placed in the official files.
- Upon disposition of equipment, the GMS follow the collection process through to completion in financial systems.

Notwithstanding these responsibilities, FS continues to encourage communication between grantees, PMs, and GMS on the progress of projects supported by FS as well as on project changes.

Support under Continuing Grants

Unless otherwise provided for in the original grant notice, each increment of a continuing grant will be funded at the level indicated in the original award notice without a formal request, subject to FS's judgment of satisfactory progress, availability of funds, and receipt and approval of the required annual report. FS makes every attempt to honor continuing grant commitments.

G. Changes & Prior Approval

Budget Revisions

FS understands the need for flexibility in adhering to the proposal budget and allow for changes in various line items, provided such changes do not affect the scope of work. This means that actual expenditures in many budget categories may vary from the original proposal. However, there may be limitations on shifts into or out of certain expense categories; may not allow any single expense category to be "overdrawn;" or may limit the budget changes to a certain dollar amount or percentage. Because rebudgeting is could be a key or significant change, prior approval may be needed. Prior approval should generally be requested in the following instances:

- If the rebudgeting will involve moving substantial sums into or out of a budget category
- If the rebudgeting will result in a change in the scope of work regardless of the dollar amount being re-budgeted.
- .
- Scope
- Significant changes from what was originally proposed and approved always require notification and/or approval from the appropriate FS official (i.e., PM, GMS). Grantees are advised to contact appropriate FS official as soon as possible in the following situations: changes in objectives or scope, changes in methodology, and significant changes, delays or events of unusual interest.

The request must be signed and submitted, and FS authorization will be indicated by an amendment to the grant signed by the GMS. The grant terms and conditions will identify which articles flow-down to subrecipients.

Key Personnel

Grantee must request approval for a change in Key Personnel identified in the grant award. The regulation defines

a change in Key Personnel as the replacement or change in status (such as an absence for any continuous period of 3 months or more, or a significant reduction of time devoted to the from the level in the approved application.

Cost Sharing

Most Forest Service awards of Federal Financial Assistance require a cost share or match. The terms are used interchangeably. Cost sharing or matching means the portion of project costs not paid by Federal funds. Match may be comprised of an organization's cost for salary, travel, materials and supplies, and even indirect costs. Match can be contributed through employees paid by another non-Federal organization or volunteers working to accomplish the project. Cost sharing or matching is addressed in detail in the OMB grant regulations in [2 CFR 200, specifically §200.306](#) goes into detail about the requirements for match.

There are two kinds of matching/cost-share: cash and third-party in-kind. Cash includes cash spent for project-related costs. The allowable cash match must include costs that are necessary, reasonable, and allowable (further explained below) under the federal program.

Matching and cost share funds have the same restrictions as federal funds. These funds must follow the same *allowable* and *unallowable guidelines* in their federal award. If, for example, a conference is unallowable under the grant award that has matching requirements, then grantees would not be able to use the matching funds instead. The expense must be allowable with federal funds for it to be allowable with matching or cost share funds.

Third Party In-Kind includes, but is not limited to, the valuation of non-cash contributions provided by a third party. An in-kind match may be in the form of services, supplies, real property, and equipment. The value of the service may be used for the matching requirements, if the services are necessary, reasonable, and allowable under that federal program. Grantees are allowed to use unrecovered indirect costs for matching or cost sharing requirements; however, this requires prior approval. Third-party in-kind matching—such as supplies, equipment, or space—the value must not exceed the fair market value at the time of the donation.

Grantees are required to maintain records, which clearly show the source, amount, and timing for all matched contributions. While grantees are not required to submit their supporting documentation to the FS, their records must be available in the event of an audit or site visit.

Match Waiver: Any Non-Federal cost-share requirement otherwise applicable to projects carried out under this section may be waived at the discretion of the Secretary. **Match may be waived for proposals that deliver 100 percent of the funding/program benefits to disadvantaged communities.**

All work must be tracked at the level that designates disadvantaged communities. Applicants receiving match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass the match waiver to sub-awardees performing the work.

While the pace of federal expenditures and cost sharing/matching may vary throughout the award period, the agency will actively monitor expenditure rates and cost sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award period of performance end date. Additional details about cost sharing or matching funds/contributions are located at [2 CFR 200.306](#).

Reporting Requirements

The Forest Service requires project reports for all assistance awards through various programmatic and financial reporting procedures. These reports also provide FS program officials with information on the progress of supported projects and the way these funds are used, maintain transparency, and prevent fraud and abuse. Information in these reports may be made available to the general public through the Freedom of Information Act (FOIA).

The USDA Forest Service typically has a Grant Management Specialist and a Program Manager assigned to each grant, both of which will maintain throughout the life of the grant. Both will administer the grant including reviewing reports, conducting site visits and ensure performance objectives are met. Grantees are encouraged to build an open line of communication with these staff members to be proactive, clarify grant terms or expectations, thus

preventing performance issues down the line.

Types of Reporting

Financial Reporting:

Standard Form SF-425 must be used for financial reporting.

The submission of an interim SF-425 must be submitted on a semi-annual basis. A final SF-425 must be submitted at the completion of the award. The following reporting period end dates will be used: 6/30 and 12/31. For final SF-425s, the reporting period end date must be the end date of the project or grant period (see table below) Semi-annual interim reports must be submitted no later than 30 days after the end of each reporting period. . Final reports will be submitted no later than 120 days after the project or grant period end date.

Performance Reporting:

Optional Project Performance Report, FS-1500-23, may be used for Federal Financial assistance progress reporting. Alternatively, the recipient may utilize reporting templates provided by the Regional Grants and Agreement Office, or the recipient's own reporting format to fulfill the progress reporting requirement of the agreement provided the information includes:

- Recipient's name
- Federal Identifier Number
- Reporting period
- Written, narrative summary of project progress including quantitative and qualitative data and success stories, photos, etc. that illustrate performance progress,

Reporting Frequency

For Federal financial assistance, monitoring and reporting program performance requires that recipients provide a performance report of the project no less frequent than annually and no more frequent than quarterly. **Semi-annual** financial and performance reports are required for IRA grants: Financial and Progress reports will be submitted for the periods ending June 30 and December 31. Reports are due 30 days from the period end. Timely submittal of financial and performance reports for each grant as indicated in your award agreement will be required.

Performance reports should highlight direct quantitative and qualitative investment activities and outcomes and include success stories and photographs that illustrate these. If a justified request is submitted by a recipient, the Program Manager may extend the due date for any performance report.

The FS Program Manager should ensure that all required performance reports are received from the performing entity. If the recipient fails to provide a performance report, or performance report reveal significantly delays or problems, FS may be required to take additional action, such as taking steps to obtain additional information, suspend the grant, or withhold payments until the required reports are obtained.

Report Due	Form Required	Frequency	Due Date
Advance/Reimbursement Request	SF-270	Monthly-Quarterly	
Financial Report	SF-425	Semi-annually	7/30 & 1/30
Performance Report	Not specified or optional FS-1500-23	Semi-annually	7/30 & 1/30
Final Report	SF-425	Once per grant period	120 days after Period of Performance Ends

Final Performance Report

The Final Performance Report should address progress in all activities of the project. This report is cumulative; it is the final report of the project and covers the entire grant period.. You may send a Final Performance Report to

your program monitor for review before officially submitting it. Unless otherwise specified in the award, the final performance report should be submitted electronically no later than 120 days following expiration of the grant. The report becomes overdue the day after the 120-day period ends.

Final Financial Report

A Federal Financial Report, SF-425, is due at the above schedule per the award. We recommend that grant match is documented in each financial report. The Final Financial Report should cover the entire grant period. Unless otherwise specified in the award, the Final Financial Report should be submitted electronically no later than 120 days following expiration of the grant. The report becomes overdue the day after the 120-day period ends.

In addition, the grantee also shall provide to the cognizant FS Program Officer, within 120 days following the expiration of the grant:

- any unique reports or other end items specified in the award, including any reporting requirements set forth in any FS brochure, guide, solicitation, etc., referenced in the award as being directly related to either the award or the administration of the award.
- a final cost share notification documented for awards where there is mandatory cost sharing established for the program.

H. Grant Closeout

Grant closeout is the process by which FS determines that all applicable administrative actions and all required work of the grant have been completed. The close out amount will be based on the costs recorded at that time. In the event a final audit has not been performed prior to the closeout of the grant, FS reserves the right to recover appropriate amounts after fully considering the recommendations on disallowed costs resulting from the final audit.

Grantee shall, no later than 120 calendar days after the end date of the period of performance (Grant Expiration), all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

In addition, grantee must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.346, for requirements regarding unreturned amounts that become delinquent debts.

Grantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with [2 CFR 200 Subpart D](#).

I. Record Retention and Audit

Per [2 CFR § 200.334](#), 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. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Part III - Financial Requirements and Payments

The acceptance of an award from FS creates a legal duty on the part of the grantee organization to use the funds or property made available in accordance with the terms and conditions of the award. Payments may be made in advance of work performed or as a reimbursement for work performed and/or costs incurred by the grantee. Payments, however, may not be made in advance of an award being signed by an FS Grants & Agreements Specialist for the project period.

FS has a reversionary interest in the unused balance of advance payments, in any funds improperly applied (whether or not received as an advance payment), and in property acquired through the award, to which FS specifically either retains title or reserves the right to require title transfer.

Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. To approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service. The Program Manager reserves the right to request additional information prior to approving a payment.

FS grantees are required to have financial management systems that meet the requirements of [2 CFR § 200.302](#).

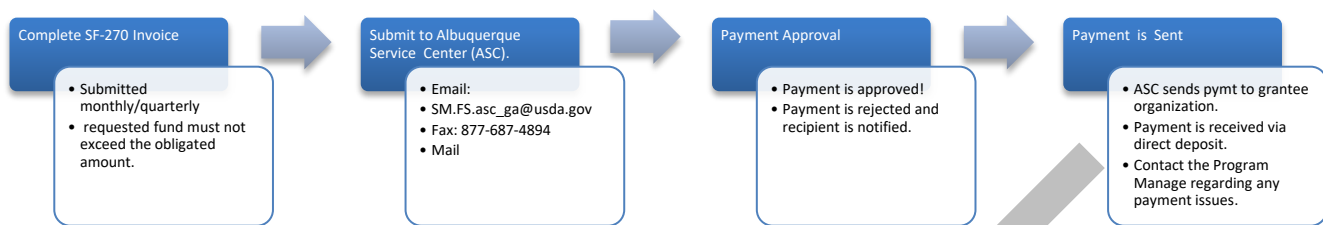
J. Payment Requirements

Requesting Payments

The standard form 270 invoice is required payment of grant funds. This form is to be completed at least quarterly and no more than monthly. Invoices can be sent to your program manager through the Albuquerque Service Center (ASC).

EMAIL (preferred): SM.FS.asc_ga@usda.gov
FAX: 877-687-4894
POSTAL: Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Payment Process



Request for Advance

Grantees may submit requests for payments either quarterly or monthly and are authorized to receive payments from FS in advance of costs incurred provided that the following conditions exist:

- Funds for the project period have been obligated by a Grants & Agreements Specialist in the form of an electronically signed grant;
- The grantee has established written procedures that will minimize the time elapsing between the transfer of funds from the US Treasury and their disbursement by the grantee; and
- The grantee's financial management system meets the standards for fund control and accountability prescribed in [2 CFR § 200.302](#).
- Grantees shall maintain advances of FS funds in interest bearing accounts as specified in the award.

Grantee Banking Information for Payments

The System for Award Management (SAM) is the FS system of record for organizational financial information. Once a grant is awarded, failure to maintain current and complete financial information within SAM could prevent the grantee from receiving funds.

Final Unobligated Balance

FS has a reversionary interest in the unobligated balance of an award upon the end date or completion of the award. Based on final payment amounts submitted; the final unobligated balance will be computed by FS and deobligated from the award amount.

Erroneous Payments

Advances or reimbursements made in error must be refunded to the FS.

Other Cost Credits

Purchase discounts, rebates, allowances, credits resulting from overhead rate adjustments and other credits relating to any allowable cost received by or accruing to the grantee shall be credited against FS award costs if the award has not been financially closed out.

Part IV: Grantee Standards

2 CFR § 200 prescribes three separate sets of standards related to the financial and program management of Federal grants, each governing a different area: financial management, property management, and procurement management.

K. Financial Management Systems Standards

Recipients are required to meet the standards and requirements for financial management systems set forth or referenced in 2 CFR Part 200.302, as applicable. The standards and requirements for a financial management system are essential to the grant relationship.

Recipients must have in place accounting and internal control systems that provide for appropriate monitoring of grant accounts to ensure that obligations and expenditures are reasonable, allocable, and allowable. Internal controls in accounting are procedures that are put in place within an organization to ensure business is carried out in an orderly, effective, and accurate manner. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligation and expenditure of funds.

L. Property Management Standards

[2 CFR §§ 200.310-316](#) prescribe standards for managing and disposing of property furnished by the Federal government or whose cost was charged to a project supported by a Federal grant. In the rare instances where FS grants involve the acquisition of real property, the real property standards of [2 CFR § 200.311](#) are applicable to such FS grants.. The title to materials developed and supplies purchased under an FS grant will vest in the grantee. State governments will use, manage, and dispose of equipment acquired under a grant in accordance with state laws and procedures as specified in.

Equipment

Equipment purchases are rarely approved and will be reviewed prior to grant award. Equipment rental or short-term leasing contracts within the grant period should be considered as an alternative. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Equipment can only be purchased with Federal funds with written approval of Federal Awarding agency ([2 CFR 200.439](#)). Instructions for how to handle equipment purchased can be found in [2 CFR 200.313](#). In addition, review the award carefully to address any additional equipment requirements. Below is a synopsis to give you a broad understanding, it is recommended to carefully review the entire equipment section referenced in 2 CFR 200.

- Must get written prior approval to purchase
- The Title will Vest upon acquisition with the Non-Federal entity
- The equipment must be properly used and disposed of.
- Equipment must be used in the program or project for which it was acquired.
- Very Detailed records must be kept of the Equipment and damage, or loss must be investigated.
- Must be maintained
- When no longer needed the equipment must be disposed of according to awarding agency.

General Purpose Equipment

Expenditures for general purpose equipment are typically not available for support.

Equipment Usage

The equipment must remain in use for the specific project for which it was obtained in accordance with [2 CFR § 200.313](#) unless the provision in 2 CFR § 200.313(c)(4) applies.

Equipment Sharing

The equipment must be shared on other projects or programs in accordance with 2 CFR § 200.313(c)(1).

Property Management Standards

The grantee shall maintain a property management system which, at a minimum, meets the requirements of 2 CFR § 200.313(d).

Competition

In accordance with 2 CFR § 200.313(c)(3), grantees shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by statute, for as long as the Federal Government retains an interest in the equipment.

Right to Transfer Title

In accordance with 2 CFR § 200.313(e), FS may identify items of equipment having a unit acquisition cost of \$5,000 or more where FS reserves the right to transfer the title to the Federal government or to a third party named by the Federal government.

In such cases where FS elects to transfer the title, disposition instructions will be issued no later than 120 days after the end date of the FS-supported project for which it was acquired.

Property Management Standards When Title Retained by FS

In the event that title to equipment or property is vested in the Federal Government, such property shall be marked, tagged or segregated in such a manner as to indicate clearly its ownership by the government. Unless otherwise provided in the grant, such government property shall be used only for the performance of the project. The grantee shall submit an annual inventory report by FS grant number of such property having an original acquisition cost of \$5,000 or more.

M. Procurement Standards

Recipients may acquire a variety of goods or services in connection with a grant-supported project, ranging from those that are routinely purchased goods or services to those that involve substantive programmatic work. States may follow the same policies and procedures they use for procurements from non-Federal funds and ensure that every purchase order or other contract includes any clauses required by [2 CFR Part 200.327](#). All other recipients must follow the requirements in 2 CFR Part 200.317 through 200.327 and the purchase of goods or services through contracts under grants, as applicable.

Part V: Allowability of Costs

Uniform Guidance is a government-wide framework for grants management. It is an authoritative set of rules and requirements for Federal awards, including post-award administration. [Code of Federal Regulations \(CFR\) – Chapter II, Part 200](#) covers Grants and Agreements. You will see Subpart A-F; [Subpart E addresses cost principles](#) that might be beneficial to review while administering your grant.

N. Basic Considerations

Allowable

The cost must be allowable under [2 CFR 200 Section E](#) – Cost Principles. Keep in mind that for a cost to be considered allowable, it must also be included in the approved budget/budget breakdown for the grant. This means that the program manager is knowledgeable about the cost and approves. Costs expressly unallowable or mutually agreed to be unallowable should be identified and excluded from any billing, claim, application, or proposal related to the award. Inclusion of an unallowable cost in a proposal does not make the cost allowable. Adding a justification to an unallowable cost in a proposal also does not make the cost allowable.

Allocable

The cost must be able to be properly allocated to the grant. Is this a portion of a larger cost incurred to the recipient organization? Does it benefit the Award and/or other funding sources? Can it be distributed to all benefited funding sources using reasonable methods? Does the basis for allocating the cost represent a reasonable estimation of the benefit provided to the Award objectives? There must be a methodology in place to demonstrate how the costs were allocated to the grant and other cost centers of the recipient. Proper allocation of costs that benefit the entire operation of the recipient is usually accomplished through an indirect rate (NICRA or de minimis).

Reasonable

A cost is considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made. To determine if a cost is reasonable, ask the following questions: Is the cost necessary for the performance of the award?

Does incurring this cost violate the restraints or requirements imposed by federal and state laws and regulations, or the award's terms and conditions?

Is the price of the goods or services comparable from multiple vendors/sources that have no vested interest or relationship to the award or to the person involved in the purchase?

Have the individuals incurring this cost acted with due prudence (discretion and good sense) in the circumstances? Have they considered their responsibilities to the institution, its employees and students, the federal government, and the public at large?

Were the actions that were taken in respect to incurring the cost consistent with established institutional policies and practices applicable to the awards?

Consistent

Costs must be treated consistently and applied uniformly to all recipient programs whether federally funded or not. All costs incurred for the same purpose and in like circumstances must be treated uniformly either as direct costs or as indirect (facilities and administrative or F&A) costs. Since certain costs, such as administrative salaries and office supplies, are normally treated as F&A costs, these costs cannot be charged directly to federal awards unless the circumstances of an award are clearly different from the normal operations of the unit. If a rate methodology is selected for valuing volunteers, the same methodology must be used consistently throughout.

Volunteer Time

For volunteer services, the rates must be consistent with the rates normally paid for similar work in the organization. If an employee from another organization conducts services free of charge, the services should be valued at that employee's regular rate of pay, in addition to their fringe benefits and allowable indirect costs. There are online resources to help you determine the value of volunteer time, such as:

<https://independentsector.org/resource/value-of-volunteer-time/>. It is important to maintain a record for tracking and reporting volunteer time and services.

The following uses the basic considerations applicable under volunteer time:

- **Allowable:** is the work that's being performed allowable? Volunteers and staff time are generally allowable, but the work being performed must also be considered. If they are fundraising for the recipient organization, that is not an allowable expense, and that time or cost may not be used as match.
- **Allocable:** is the volunteer working on only the grant funded project or are they working on a number of different projects for the recipient organization. If so, what is the methodology to allocate the hours to each project and is it documented?
- **Reasonable:** There are several different organizations that provide rates for volunteers. The recipient organization must decide if the rate is reasonable for the work performed in their area. If the organization were paying for the work rather than valuing the hours, is that a rate they would pay? Does it track with the actual costs for the recipient organization? For example, if staff members work on a project side by side with volunteers are their rates consistent? Or is the staff member cost (wages and fringe) \$16/hour and the volunteer valued at \$23.25/hour for the performance of similar work? There can be disparity, but the reasonableness and basis of the rates must be considered and documented.
- **Consistent:** Are the values for volunteers used consistently on both the federal award and other work? A recipient organization should pick a methodology and stick to it unless there's compelling and documented reason for change.

Volunteers that are not paid by any party for their services. These volunteers are performing work in support of a grant funded project or program: A good example of this type of volunteer might be community members that volunteer to plant trees in a city park on a Saturday morning. They show up with their shovels ready to go to work. To document the volunteer time, there must be a sign-in sheet that includes the time each volunteer spent working on the project. A good source for reasonable, documented rates for volunteers may be found at the Bureau of Labor and Statistics website at [U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov/). Another source is [Value of Volunteer Time Report | Independent Sector Resources](#). A copy of the document showing the rate should be placed in the file. Children may not be included as volunteers.

Employees of another organization

Employees of organizations like non-profits or local governments that are working on the grant funded project or program may be counted as third-party in-kind or categorized as subrecipients, depending on the relationship with the organization. In this case, the time spent must follow the regulations above and be recorded in the same manner as salaries and wages would be recorded for reimbursement. Simply put, an employee's time must be recorded on some manner of timesheet or system to reflect all of their time worked and break out the actual time spent on the grant funded project. See §200.430(i) (1). The actual cost of these employees, including fringe, may be used as cost share or match.

Other Considerations

Maximum Obligation

The maximum obligation of FS for support of the project will not exceed the amount specified in the grant, as amended. FS does not amend grants to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates, or for increases in salaries, fringe benefits and other costs.

Pre-Award Costs

Grantees may incur allowable pre-award costs within the 90-day period immediately preceding the start date of the grant providing:

- The Grantee seeks and attains respective FS Grant Manager (national or regional, as applicable) approval and complies with respective national or regional guidance for advances and pre-award costs; and
- FS approval of a request for advanced spending is documented in accordance with the grantee's procedures; and
- the advanced funding is necessary for the effective and economical conduct of the project.

Pre-award expenditures are made at the grantee's risk. Grantee authority to approve pre-award costs does not impose an obligation on FS: (1) in the absence of appropriations; (2) if an award is not subsequently made; or (3) if an award is made for a lesser amount than the grantee anticipated.

Requests for pre-award costs for periods exceeding 90 days must be submitted to FS via use of FS's electronic systems. Pre-award expenditures prior to funding of an increment within a continuing grant are not subject to this limitation or approval requirement but are subject to paragraph (ii) above.

Post-End Date Costs

FS funds may not be expended subsequent to the end date of the grant, except to liquidate valid commitments that were made on or before the end date, e.g., commitment of project funds for subrecipient or contractor for services rendered during that award period but not billed to the grantee until after the grant expired. Generally, the costs of equipment or materials and supplies ordered after the end date, may not be charged to the project.

In addition, the grantee typically should not purchase items of equipment, computing devices, or restock materials and supplies in anticipation of grant expiration where there is little or no time left for such items to be utilized in the actual conduct of the research.

However, in accordance with [2 CFR § 200.461](#), Publication and Printing costs, awardees may charge the FS award before closeout for the costs of publication or sharing of research results, if the costs are not incurred during the period of performance of the award.

Prior Written Approvals

The funding of items identified in the FS award budget constitutes FS's authorization for the grantee to incur these costs, provided there is not a specific limitation in the grant language and the costs are otherwise allowable, allocable, and reasonable in accordance with the cost principles contained in 2 CFR § 200, Subpart E. If required in furtherance of the project, the grantee is authorized to transfer funds from one budget category to another for allowable expenditures. Grantees should refer to the applicable grant terms and conditions referenced in the grant.

When a change requires FS approval, the request must be submitted to the appropriate FS official. The request should clearly state which budget items, if any, are to be changed and by what amounts, and should explain the reasons for any changes.

O. Direct Costs

Compensation - Personal Services

Salaries and Wages

Compensation paid or accrued by the organization for employees working on the FS-supported project during the grant period is allowable, in accordance with [2 CFR § 200.430](#).

Fringe Benefits

If the recipient's usual accounting practices provide that its contributions to employee benefits (leave, employee insurance, social security, retirement, other payroll-related taxes, etc.) be treated as direct costs, FS grant funds may be requested to fund fringe benefits as a direct cost. These are typically determined by application of a calculated fringe benefit rate for a particular class of employee (full time or part-time) applied to the salaries and wages requested. They also may be paid based on actual costs for individual employees, if that institutional policy has been approved by the cognizant federal agency.

Fringe benefits that are not accrued but are charged as direct costs and incurred under "pay as you go plans" may be subject to reasonableness determination where the benefits are earned under other work and charged to the last activity the employee was working on. This is of particular concern for large lump sum payments for leave, disability, pregnancy or other employee fringe benefits. See [2 CFR § 200.431](#) for the definition and allowability of fringe benefits.

Administrative and Clerical Salaries & Wages

In accordance with [2 CFR § 200.413](#), the salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these may be appropriate only if all the conditions identified below are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the approved budget or have the prior written approval of the cognizant FS Grants Officer; and
- The costs are not also recovered as indirect costs.

Federal Employees

Employees of the Federal government (other than FS) may be utilized as lecturers or staff members on a project and may receive compensation and/or expenses if they obtain prior approval from their agencies to participate, and if services to the project are performed outside their regular working hours or while they are on leave status from official duties. Under no circumstances may FS employees receive compensation from an FS-supported project.

P. Other Direct Costs

Rearrangements and Alterations (Construction)

Except under certain programs, FS does not normally make grants for construction or facility improvements. However, rearrangement and alteration costs that do not constitute construction (i.e., rearrangements and alterations aggregating less than \$25,000) may be allowable under FS grants to adapt space or utilities within a completed structure to accomplish the objective of the FS-supported activity, provided that the:

- grantee is not an individual or a foreign organization;
- building has a usable life consistent with project purposes and is architecturally suitable for conversion;
- rearrangement and alteration are essential to the project supported by the grant; and
- space involved will actually be occupied by the project. In situations where the space is rented, in order for the costs of the rearrangement and alteration to be allowable, the grantee must secure a lease for the length of the project. (See AAG Chapter V.C.3.)

See [2 CFR § 200.462](#) for additional information on rearrangement and reconversion costs.

News Release Costs

Costs of communicating with the public and press to announce the results and accomplishments of an FS-supported project are allowable. Grantees should be aware of the restrictions on advertising, organizational promotion, and lobbying costs as outlined in the applicable cost principles. See [2 CFR § 200.421](#) for additional information on advertising and public relations.

Rental or Lease of Facilities or Special Purpose Equipment

On occasion, it may be necessary to use facilities or equipment not under the control of the grantee. See [2 CFR § 200.465](#) for additional information on rental costs of real property and equipment.

Relocation Costs

Relocation costs may be charged to an FS grant as other direct costs in accordance with the cost principles contained in 2 CFR § 200, Subpart E. See [2 CFR § 200.464](#) for additional information on relocation costs.

Temporary Dependent Care Travel Costs

Temporary dependent care costs (a dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences are allowable costs provided that the costs are:

- a direct result of the individual's travel for the FS conference award;
- consistent with the awardee's documented travel policy for all employee travel; and
- only temporary during the travel period.

See [2 CFR § 200.474](#) for additional information on travel costs.

Q. Indirect Costs

It is FS's policy that grantees are entitled to reimbursement from grant funds for indirect costs (F&A) allocable to the FS share of allowable direct costs of a project. FS program staff are not authorized to negotiate indirect costs as a discrete item of a proposal budget. FS program staff also are not authorized to suggest or request that grantee seek reductions or waivers of indirect costs.

The awarded indirect cost rate is generally based upon a grantee's current federally negotiated indirect cost rate agreement. When establishing an indirect rate for an award where the domestic grantee does not have a current negotiated rate agreement, FS will consider the rate proposed in the budget, the grantee's indirect cost proposal submission, the amount of total funding requested and other pertinent financial factors. Supporting documentation is not required for organizations that request a *de minimis* rate of 10% (or less) of modified total direct costs. Since some types of rates limit indirect cost recoveries and require adjustments, grantees receiving awards should ensure that they understand the type of indirect cost rate, the applicable base and the type of rate used in the grant.

FS Cognizant Organizations

If the Forest Service (FS) is your cognizant Agency and you need to obtain a NICRA, please visit FS Resource Audit branch (RAB) [Audit and Assurance Staff | US Forest Service \(usda.gov\)](#). Refer to the Appendix for the FS NICRA application that you may be required to submit. Please contact the RAB before filling out the form bel

Part VI: Other Post Award Requirements and Considerations

R. Common Federal Statutes

Non-Discrimination Statutes

A number of statutes bar recipients of Federal financial assistance from excluding persons, because of their race, color, national origin, disability, sex, or age, from participation in Federally supported activities. These include Title VI of the Civil Rights Act of 1964 (barring discrimination on grounds of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973 (barring discrimination against qualified individuals with disabilities); Title IX of the Educational Amendments of 1972 (barring sex discrimination in Federally assisted education programs or activities); and the Age Discrimination Act of 1975 (barring discrimination on the grounds of age). In addition to statutory prohibitions, Executive Order (E.O.) 11246 bars various types of discriminatory employment practices under grants for construction, and E.O. 13166 "Improving Access to Services for Persons with Limited English Proficiency" requires government agencies to take steps to provide meaningful access to its programs and activities to members of the public who are limited in their English proficiency (LEP).

Title VI of the Civil Rights Act of 1964

Section 602 of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) provides that no person in the US shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 602 requires that each Government agency which is empowered to extend such financial assistance issue rules or regulations implementing Title VI with respect to such programs or activities administered by the agency.

Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) provides that "no otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Before any organization serves as a subrecipient on an FS grant (for other than the purchase of commercially available materials and supplies, equipment or general support services), it must first file an Assurance of Compliance with the grantee.

Section 504 Certification - Subrecipients

In lieu of requiring grantees to obtain separate certifications from subrecipients receiving financial assistance under an FS grant, grantees will include in all subawards (for other than the purchase of commercially available materials and supplies, equipment or general support services), a certification of compliance comparable to that included in FS grants.

Title IX of the Education Amendments of 1972 (Sex Discrimination)

Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All FS grantees must comply with Title IX.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), provides that pursuant to regulations issued by DHHS "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial

assistance.”

Equal Employment Opportunity under E.O. 11246

E.O. 11246, as amended, requires contractors and subcontractors performing Federally assisted construction projects to provide equal opportunity, without regard to race, color, religion, sex or national origin, to persons employed or seeking employment with them. This E.O. may apply to some FS grants for construction.

Limited English Proficiency (LEP) under E.O. 13166

E.O. 13166 requires government agencies to take steps to provide meaningful access to its programs and activities to members of the public who are limited in their English proficiency (LEP). The primary purpose of the E.O., in regard to Federally assisted and conducted programs, is to ensure that people for whom English is not a first language, people who may be said to be “limited” in their English proficiency, may still enjoy meaningful access to the programs and services offered by Federal agencies.

S. Suspension and Termination Procedures

A grant may be suspended or terminated in whole or in part in pursuant to [2 CFR 200.340](#) this includes:

- If the grantee fails to comply with the terms and conditions of the grant;
- to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- mutual agreement of FS and the grantee; or
- the grantee on written notice to FS setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if FS determines that the unterminated portion will not accomplish the purposes of the grant it may suspend or terminate the entire grant).

Normally, action by FS to suspend or terminate a grant will be taken only after the grantee has been informed by FS of the proposed action or informed of any deficiency on its part and given an opportunity to correct it. FS, however, may immediately suspend or terminate a grant without notice when it believes such action is reasonable to protect the interests of the government.

No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of FS, the grantee could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the grant and the governing cost principles.

Within 30 days of the termination date the grantee will furnish a summary of progress under the grant and an itemized accounting of costs incurred prior to the termination date or pursuant to (iii) above. Final allowable costs under a termination settlement shall be in accordance with the terms of the grant, including this section, and the governing cost principles, giving due consideration to the progress under the grant. In no event will the total of FS payments under a terminated grant exceed the grant amount or the FS pro rata share when cost sharing was anticipated, whichever is less. A notice of termination other than by mutual agreement and/or the final settlement amount may be subject to review FS will report award terminations to the OMB-designated integrity and performance system in accordance with Federal regulation, but only after the grantee has had an opportunity to exhaust the review procedures. Procedures for Suspension or Termination by FS

When it is believed that a grantee has failed to comply with one or more of the terms and conditions of a grant, the FS Grants & Agreements Specialist will normally advise the grantee in writing of the nature of the problem and that failure to correct the deficiency may result in suspension or termination of the grant. The grantee will be

requested to respond in writing within 30 calendar days of the date of such letter, describing the action taken or the plan designed to correct the deficiency. Copies of such correspondence will be furnished to the grantee and to the cognizant FS Program Officer. FS, however, may immediately suspend or terminate a grant without notice when it believes such action is reasonable to protect the interests of the government.

If a satisfactory response is not received within the above period, the FS Grants & Agreements Specialist may issue a notice immediately suspending authority to further obligate grant funds, in whole or in part. Notice of suspension is sent to the Authorized Organizational Representative, with a copy to the PI/PD. Within FS, copies are furnished to the FS Division of Financial Management and to the cognizant FS Program Officer. The notice will set forth the terms of the suspension and its effective date.

Normally, the suspension will remain in effect for a maximum of 60 days to allow the grantee to take corrective action. In the event that the deficiency is not corrected to the satisfaction of FS, the FS Grants & Agreements Specialist may issue a notice of termination, addressed as in b., above. The notice will set forth the reasons for the action and its effective date.

- The Forest Service reserves the right to terminate the award and de-obligate award funds when the grantee fails to demonstrate satisfactory performance and timely completion of project activities, or when financial and performance standards are non-compliant with the grant agreement.

T. Termination by Mutual Agreement

Circumstances may arise in which either FS or the grantee wishes to terminate a project. If both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds, or if there arises any other reason, the grant may be terminated by mutual agreement.

Procedures

If the grantee wishes to terminate the project, the grantee should advise the FS Grants & Agreements Specialist in writing and send a copy to the cognizant FS Program Officer.

If FS wishes to terminate the project, the FS Grants & Agreements Specialist will advise the in writing and send copies the cognizant FS Program Officer.

Within 30 days after receipt of request from either party for termination by mutual agreement, the other party will provide an appropriate written response. In the event of disagreement between the parties, the FS Grants & Agreements Specialist will make a final decision, subject to the review procedures and FS policies.

Following termination, grant closeout procedures will be initiated.

Appendix

Please refer to the separate appendix file for samples of forms and documents.

ATTACHMENT D-1 CITY AWARD

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIRMENTS

**U.S. DEPARTMENT OF THE TREASURY CORONOVIRUS STATE AND LOCAL
FISCAL RECOVERY FUNDS**

DRAFT

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:

Alexander Nguyen

50594C854EE444A

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen
 Authorized Representative Title: City Manager
 Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
 Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
 Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

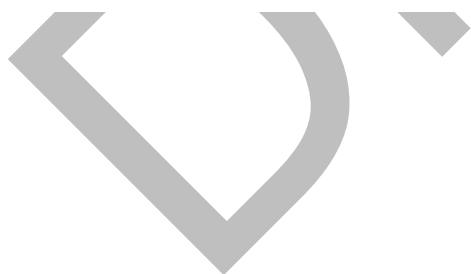
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: *Alexander Nguyen*
50594C854EF444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT D-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the Services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. 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.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 meaning set out in the Definition 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.
4. The prospective lower tier participant agrees by submitting this Agreement 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 proposed for debarment, 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.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. 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 proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. 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.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

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

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

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

5. 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.

Name (Typed)

Title and Organization Name (Typed)

Signature

Date

ATTACHMENT D-3**S/M/WBE AND LSA FIRM OUTREACH PLAN**

Project Number: _____

CONSULTANT: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

DRAFT

ATTACHMENT D-4

NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

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

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

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

Signature of Consultant's Authorized Officer

Date

Name and Title of Consultant's Authorized Officer

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ArborPro Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ArborPro Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation,

finances, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

DRAFT



City of Oxnard

Project Amount: \$984,925.00

Project Completion Date: 11/30/2027

Project Number: 00000023

GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Oxnard Oxnard Urban Forestry Project

This Subaward Agreement (“Agreement”) is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 (“GreenLatinos”) and City of Oxnard, with its principal offices at 305 West Third St., Oxnard, CA, 93030 (“Subrecipient”). GreenLatinos and Subrecipient may be collectively referred to as “Parties” or each, individually, as a “Party.”

Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award. Any revision to key personnel identified in this agreement requires notification by the Subrecipient by email to GreenLatinos within 10 business days.

Principal Subaward Contacts:

Subaward Program Contact:

Eric Humel

305 West Third St., Oxnard, CA, 93030

Telephone: (805) 271-2231

Email: eric.humel@oxnard.org

Subaward Financial Contact:

Chandra Crudup

305 West Third St., Oxnard, CA, 93030

(805) 200-5234

Email: chandra.crudup@oxnard.org



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Principal GreenLatinos Contacts:

GreenLatinos Program Contact	Subaward Financial Contact
Rachna Vas 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (202) 677-0991 Email: rachnavas@greenlatinos.org	Joe Toolan 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (443) 713-9026 Email: joetoolan@greenlatinos.org

Whereas, the originating source of Federal assistance funds for this Agreement is made under the authority of the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIN) number is 24-CA-11132544-013, and the originating grant period is **December 13, 2023 to November 30, 2028**; and

Whereas, the purpose of this Agreement is to outline Parties' collaborative efforts to develop and implement an urban and community forestry project ("Project") funded, supported by, and meeting the United States Department of Agriculture (USDA) Forest Service's Urban and Community Forestry Program guidelines and objectives; and

Whereas, Parties aim to support frontline communities in restoring and expanding urban forest canopy in areas with low tree cover, and engaging residents in community forestry, resulting in (1) increased resilience to heat, flood, and storm events; (2) increased wellness and recreational opportunities; and (3) reductions in greenhouse gas and air quality pollutants in frontline communities across Oxnard, representing disadvantaged census tracts as identified in the attached table.

Now, therefore, the Parties do hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the Parties for the period **8/20/2024 | 4:57 PM PDT** (the "Effective Date") through November 30, 2027, unless earlier terminated by either



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party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF WORK AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

- a. Scope of Work and Budget. Subrecipient shall, in a satisfactory manner as determined by GreenLatinos, perform all activities described in the scope of work as approved by GreenLatinos and attached hereto as **Exhibit A**, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by GreenLatinos and attached hereto as **Exhibit B**, as may be amended from time to time (the “Approved Budget”).
- b. Prior Approval for Changes. Subrecipient may not transfer more than 10% allocated funds among cost categories within a budgeted program account without the prior written approval of GreenLatinos nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of GreenLatinos.

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
 - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$984,926 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
 - ii. Invoices. Invoices are to be submitted through GreenLatinos’ subrecipient portal.
 - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance



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- with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.
 - iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
 - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
 - b. Community Lead. City of Oxnard, Unique Entity Identifier UEI: JKLUB9N3DXH7, serving as the Community Lead for the City of Oxnard, shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
 - i. Program Participation. Actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
 - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.
 - iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward.



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Subrecipient is also responsible for submitting quarterly reimbursement requests tying program activities to approved budget expenses, to access grant funding.

iv. Reporting.

- 1) Quarterly Financial Check-ins and Reimbursement Reports: Subrecipient shall submit quarterly reimbursement reports with reimbursement requests as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Quarterly reimbursement reports will be due on April 10 for Q1 ending on March 31; July 10 for Q2 ending on June 30; October 10 for Q3 ending on September 30 and January 10 for Q4 ending December 31. There will be informal quarterly progress check-ins in April and October where reimbursements and performance accomplishments will be discussed. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.
- 2) Semi-annual Reports: Subrecipient shall submit semi-annual reports as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Semi-annual reports will be due on November 10th for the period of May 1 to October 31 and May 10th for the period of November 1 to April 31. Quantitative and qualitative project



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accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.

- 3) Ongoing Reporting: Ongoing project reporting may include providing GreenLatinos and the USDA with success stories with brief project descriptions, outcomes, photographs and testimonials via the USDA Forest Service reporting system.
- 4) Final Deliverables and Report. By February 28, 2028, submitting all substantial products and outputs, a final reporting form, high resolution .jpg photographs of project work (by submitting a photograph Subrecipient consents to allow GreenLatinos and USDA Forest Service to use those photographs in communications and reporting and represents and warrants that Subrecipient has obtained all necessary consents, permissions or licenses necessary to permit GreenLatinos and USDA Forest Service to do so), and a detailed record of project expenditures, including a comparison of the original proposed budget to award expenditures.



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- v. GreenLatinos Communications. Subrecipient shall actively communicate their project achievements, impact, and outcomes with the media. Subrecipients shall work with GreenLatinos and GreenLatinos' media consultant to promote their projects to the media. Clear recognition of USDA's support shall be included in all press releases, digital, and print media. Subrecipient shall acknowledge GreenLatinos and the Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. GreenLatinos may provide plaques and certificates to all sub-awardees to acknowledge USDA's support. If plaques and certificates are provided, they shall be publicly displayed. Subrecipients may be asked to present Project outcomes during a GreenLatinos virtual or in person meeting, if requested.¹

4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.

- a. JUSTICE40. The federal match requirement for this award has been waived under the provision of Public Law 117-169 (Inflation Reduction Act), with the requirement that 100% of work and funding under this subaward must benefit disadvantaged communities.
- b. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as **Exhibit D**, including any amendments thereto; (ii) the Subaward Data attached hereto as **Exhibit E**, including any amendments thereto, which provides a summary of the Federal Subrecipient agreement data that is required by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (iii) the Approved Services attached hereto as **Exhibit A**; (iv) the Approved Budget attached hereto as **Exhibit B**, including any amendments thereto; and (v) the

¹ This request is subject to GreenLatinos' communications schedule and is not guaranteed to be made.



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applicable additional terms and conditions in **Exhibit C** (each of (i)-(v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with GreenLatinos in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

- c. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.
- d. Collaborative Arrangements. Where permitted by terms of the award and federal law, Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award. Subrecipient must obtain approval in writing from GreenLatinos before entering into any collaborative arrangements using Forest Service funds. GreenLatinos will not approve any subaward arrangements between Subrecipient and other organizations. Collaborative arrangements are to be restricted to contractual agreements as set forth by the procurement standards in 2 CFR Part 200 Subpart D.
- e. Disclosures. Subrecipient must promptly disclose to GreenLatinos all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. Risk and Receipt of Funding. Subrecipient represents and warrants that, at all times during the Term, it does NOT have active exclusions in the System for Award Management (sam.gov). Subrecipient’s risk profile must be



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- evaluated in accordance with 2 CFR § 200.332(b) and deemed favorable, and Subrecipient's award will be reported at fsrs.gov in compliance with 2 CFR §170, prior to Subrecipient's receipt of funds. If the Subrecipient has any active exclusion, it will not be eligible for receipt of funding.
- g. SAM.GOV Requirement: Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
 - h. Debarment and Suspension. Subrecipient shall immediately inform GreenLatinos if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Subrecipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify GreenLatinos without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, attached hereto as **Exhibit H**.
 - i. Restrictions on Lobbying. If the Subaward amount exceeds \$100,000, Subrecipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used



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Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos.

Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. 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.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.



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5. **FINANCIAL MANAGEMENT AND ADMINISTRATION.**

- a. Office of Management and Budget (OMB) Guidance.
Subrecipient is subject to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow regulations found in 2 CFR 200.331 through 2 CFR 200.333. Electronic copies of the CFRs can be found at: ecfr.gov.
- b. Use of Award Funds. Award funds and any interest earned on them shall not be used:
 - i. To carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
 - ii. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii. To make any awards to individuals or organizations (unless pre-approved in writing by GreenLatinos).
 - iv. No part of the Award funds shall be paid to any GreenLatinos official, and Awardee acknowledges that no gifts or services were or will be rendered to GreenLatinos or any GreenLatinos official in exchange for this Award.
- c. Allowable Expenditures. All expenditures made with funds provided under this subaward must be exclusively for allowable program expenditures incurred during the period of this subaward.
- d. Purchase of Equipment. Subrecipient may not use the funds received under this Agreement for any purchase of equipment.
- e. Single Audit. In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in section 200.501(a), audit requirements for federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with



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section 200.514 Scope of Audit. Further, section 200.512 requires that the final report for such an audit be completed within nine months of the entity's fiscal year end. As a condition of this award, the subrecipient will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. If required, the subrecipient will complete any required Single Audit no later than nine months after the end of the entity's fiscal year, and will send the Single Audit report to GreenLatinos within 10 business days of its completion.

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *Subrecipient has chosen to waive recovery of indirect costs related to this Project.*

City of Oxnard hereby elects to waive recovery of indirect costs for this project.  (Please initial)

6. REPORTING.

- a. Financial Status Reporting.
- i. Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through 2 CFR 200.333.
 - ii. All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment for full text.
 - iii. All financial and programmatic records and supporting documents pertinent to this award must be kept for a **period of three years** from the date of submission of the final financial statement report including expenditures from this award, per federal regulations. These records may be subject to an audit by the federal donor agency, GreenLatinos and/or their representatives. All records are to be maintained for the additional duration



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- necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.
- iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.
- b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

7. **INSURANCE.**

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
 - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.
 - ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in



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connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.

- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

- 8. **INDEMNIFICATION.** Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.

9. **COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.**

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest



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Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.

- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby assigns to GreenLatinos all right, title and interest in any Work Product.

10. TERMINATION.



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- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby



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become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

11. **GENERAL PROVISIONS.**

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a



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waiver of any subsequent breach by the other party of the same or of different provisions.

- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
- f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
- g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement. GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.
- h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement.



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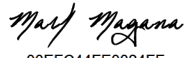
Accordingly, Subrecipient shall be responsible for the terms described in [2 CFR 200](#).

- i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



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This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature DocuSigned by:

00EECA4FE0024FE... Date 8/20/2024 | 4:57 PM PDT
Mark Magaña, Executive Director
GreenLatinos

Signature Signed by:

50594C854EF444A... Date 8/20/2024 | 3:54 PM PDT
Alexander Nguyen, City Manager
City of Oxnard



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APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions



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EXHIBIT A SCOPE OF Work

GreenLatinos USDA IRA Urban & Community Forestry Program Attachment A: Scope of Work for City of Oxnard Oxnard Urban Forestry Project

I. Project Participants & Primary Points of Contact

- a. **Community Lead:** City of Oxnard
- b. **Mailing Address:** 305 West Third St., Oxnard, CA, 93030
- c. **Project Director (Award/Organization Point of Contact):** Steve Howlett, Assistant Public Works Director, (805) 385-7830, steve.howlett@oxnard.org
- d. **Program Manager:** TBD; cc Eric Humel, Grants Coordinator, (805) 271-2231, eric.humel@oxnard.org
- e. **Finance Point of Contact:** Chandra Crudup, Financial Analyst, (805) 200-5234
- f. **Cross Departmental Participants:** N/A
- g. **External Partners:** N/A

II. Project Background

- a. **Project Title:** Oxnard Urban Forestry Project
- b. **Project Description:** The project involves a tree inventory and Level 2 Risk Assessment of the approximately 56,000 trees that are managed by the City of Oxnard. The project also includes training for the City's urban forest staff, LiDAR for analyzing canopy cover, and the removal of approximately 325 dead and dying trees that pose risks and have been impacted by climate impacts and subsequent stressors such as pests and disease. The project will serve as the foundation for all future City urban forest planning and management, including for building long-term resilience to climate impacts and forest and people wellness.
- c. **Total Funding:** \$984,925.00
- d. **Period of Performance:** [8/20/2024 | 4:57 PM] to November 30, 2027

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e. **Priority Census Tracts (Disadvantaged Communities) Served:** Please refer to the attached table of census tracts

III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule

Project reports, due dates, and reimbursements are scheduled below.

GreenLatinos will make quarterly reimbursements over the course of this project, in accordance with satisfactory progress reports.

Table 1. Schedule of Project Deliverables and Payments

September 2024:	Begin procurement process for tree inventory and risk assessment, and LiDAR canopy cover analysis consultant
September 2024:	Begin procurement process for arboriculture training for City staff involved in urban forest management
Oct. 2024:	Contracts awarded to consultants for the above procurements
Feb. 2025:	Training complete for City tree staff
March 2026:	Tree inventory, Level 2 Risk Assessment, and LiDAR canopy cover analysis complete
June 2026:	Tree removal work procurement initiated
Oct. 2026:	Tree removal work contract awarded
Oct. 2027:	Tree removal work complete (an estimated 325 trees)
Dec. 2027:	Final Project Report, Photos, and Financial Report

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Schedule of Quarterly Financial Reimbursement Reports

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10



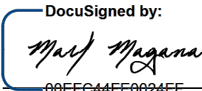
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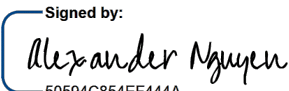
Schedule of Semi-Annual Program Reports
Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10

IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature  Date 8/20/2024 | 4:57 PM PDT
Mark Magaña, Executive Director
GreenLatinos

Signature  Date 8/20/2024 | 3:54 PM PDT
Alexander Nguyen, City Manager
City of Oxnard



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PROJECT NARRATIVE

1. Project Scope Alignment:

The City of Oxnard manages approximately 48,806 trees within its urban forest. The City does not have a current inventory of all of these trees. The City is comprised of multiple areas that are designated as disadvantaged (about half of the City by area). In order to maximize the positive impact of urban forestry on disadvantaged communities, specifically access to the health, social, ecological, and economic benefits of urban forests, an accurate inventory and assessment is necessary to determine the City's urban forest needs. There are many areas with low tree canopy cover, especially within the disadvantaged census tracts of the City. These census tracts are also those most impacted by dense populations, with more need for no-cost recreation within walking distance, and with the most vulnerability to extreme heat impacts.

The Public Health Institute conducted an urban heat monitoring project in 2021, focusing on 20 Oxnard parks. The study focused on parks in census tracts with high heat impact and low tree canopy. The study's results indicated that low tree canopy impacted temperature extremes in the parks. However, more information is required in order to extend the study to all City parks, and to recommend tree canopy increase amounts across the City in order to reduce urban heat impacts, especially in the most disadvantaged neighborhoods.

The project will encourage proactive and systematic maintenance and monitoring of urban trees in order to improve urban forest health. The project will assess risk to Oxnard's urban forest from pests, disease, and adverse climate impacts. For example, Oxnard has had to reduce irrigation to its parks due to long-term drought. At the same time, Oxnard's urban forest has been negatively impacted by the effects of the drought as well as adverse climate impacts such as an increased amount of hot and dry wind events, and increased high temperatures. In order to address the urban forest's health, especially impacts from pests and disease that have been exacerbated by these climate impacts, a Level 2 Tree Inventory Assessment is critical in effectively maintaining and monitoring the forest's health into the future. The inventory and assessment is especially critical as a more resilient urban forest is to be put in place through the findings of the proposed Level 2 Tree Inventory Assessment. The project thus advances the health and wellness of forests and people, in line with the objectives of the Ten-Year Urban and Community Forestry Action Plan.

The project will contribute to the goals of Justice40, State Forest Action Plan, and Ten-Year Urban and Community Forestry Action Plan priorities, as described below.



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Paid Training in Urban Forestry: The project will include paid training experiences for the City's urban forestry staff, so that they can continue to establish and maintain the urban forest in the future using the most advanced skills and perspective on project management, and understand urban forest management with the most current holistic methodology. The project contributes in this way to increasing workforce development of the City's urban forest management team. The project will thus improve urban forest management, maintenance, and arboricultural practices in the City.

Mitigation and Adaptation: The project works to address State Forest Action Plan objectives, including mitigation and adaptation to the effects of climate change on the City's urban forest. The proposed project is a critical step in terms of addressing the anticipated rise in temperatures, and the fluctuations and uncertainty in precipitation that Oxnard and the west coast is forecast to experience in the future. The project thus is a critical foundation to address the building of the long-term resilience of the City's urban forest, and in increasing the health and resilience of the trees. The project is a critical step in restoring a resilient and sustainable urban forest as it assesses tree health, analyzes canopy cover, in the urban forest that has been impacted by climate change challenges. The project will determine areas at greatest risk from the threats of climate change, and initiates proactive measures to reduce and mitigate risks.

Resource Conservation and Protection: The project works to conserve existing tree resources, and provides plans for adapting them to climate impacts and subsequent pest and disease stressors. The project protects existing tree resources by addressing immediate pest and disease issues that threaten the trees. The project thus serves as a comprehensive resource for enhancing the City's urban forestry stewardship of the 48,806 trees managed by the City. The inventory/assessment and educational components of the project promote better use of technology and tools in urban forestry.

Urban Forest Enhancement: The project enhances the existing urban forest by mapping gaps in canopy cover that can be addressed with increased trees, areas with increased heat impacts that can be addressed by increased canopy, and helping to mitigate climate change. According to data from NOAA, Ventura County is warming faster than any other county in the continental U.S. Thus residents of the City of Oxnard, especially its residents in disadvantaged communities, would strongly benefit from the increased canopy cover, cooling effects and air quality improvements that trees offer and that will be improved as a result of this comprehensive assessment, which will inform future tree plantings.

Advancing environmental justice: The project addresses components of the Climate Change category of benefits of the White House Environmental Justice⁴⁰ Initiative by initiating the building of resilience in Oxnard's urban forest, and by addressing

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Email: usdausfs@greenlatinos.org

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the needs of the disadvantaged communities of Oxnard, through laying the foundation for the future management of the City's urban forests, including mitigating heat islands with increased tree cover and sustainable shade in these communities.

2. Implementation Strategy/Methodology/Timeline:

Proposed approach: The project includes the following elements:

1. Tree Inventory and Level 2 Risk Assessment for the City's approximately 48,806 trees
2. LiDAR aerial imagery, image processing, land use classification, analysis and report to assess canopy cover throughout the disadvantaged census tracts of the project.
3. Tree removals of those trees recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment, as a first step in restoring the urban forest using a methodology rooted in increased resilience. An estimated 325 trees will be removed.
4. Training: The project includes an urban forestry management training class for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software.
5. Community engagement to involve the community in the urban forestry project, including presentations/workshops, a webpage, and outreach and education for youth.

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The proposed approach involves the completion of a citywide tree inventory and Level 2 Risk Assessment. The City will contract with a consultant to complete the inventory and risk assessment, with the support of City of Oxnard Parks Division staff and the City's certified arborist staff. The report will be conducted in tandem with training for existing City staff.

Proposed methodology: The City will contract with a consultant to create an inventory and map of the estimated 48,806 trees managed by the Public Works Department. The inventory will also include the basic (Level 2) risk assessment of each tree.

Project Schedule/Timeline with goals/milestones: The project will be initiated upon grant award.

- September 2024: Begin procurement process for tree

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Email: usdausfs@greenlatinos.org

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- inventory and risk assessment, and LiDAR canopy cover analysis consultant, and outreach
- September 2024: Begin procurement process for arboriculture training for City staff involved in urban forest management
- Oct.-Nov. 2024: Contracts awarded to consultants for the above procurements
- Feb. 2025: Training complete for City tree staff
- March 2026: Tree inventory, Level 2 Risk Assessment, and LiDAR canopy cover analysis complete
- June 2026: Tree removal work procurement initiated
- Oct. 2026: Tree removal work contract awarded
- Oct. 2027: Tree removal work complete
- Dec. 2027: Final Project Report, Photos, and Financial Report

Expected accomplishments or measurable outcomes:

Inventory and Assessment: The project will yield a citywide tree inventory and basic (Level 2) risk assessment of 48,806 trees. The inventory and risk assessment will serve as the foundation for all future City of Oxnard urban forest planning and

management, including for building long- term resilience to climate impacts and forest and people wellness. The project will result in the removal of problem trees that pose risks, and have been impacted by climate impacts and subsequent stressors such as pests and disease that have impacted the trees. Risk assessment will include both qualitative and quantitative methodologies to determine hazard, clarify preventative maintenance and other tree risk abatement necessary per tree, assess pest and disease factors, and assess decay. Tree inventory will include assessing of each tree, stump, and vacant planting location. The inventory is a critical step in strategically managing the City's urban forest, and identifying planting opportunities. A tree inventory report will be created.

Light Detection and Ranging (LiDAR): LiDAR aerial imagery, image processing, land use classification, analysis and a report to assess canopy cover throughout the disadvantaged census tracts that compose the project. The project will utilize the spectral, height, and spatial information contained in the obtained datasets in order to estimate tree canopy cover. The outcomes will be spatially explicit and will provide highly accurate estimates of vegetation height, cover and canopy structure. The LiDAR data will allow the City to utilize citywide planning and analysis leading to more informed urban forest management.



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Tree Removals: Trees recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment will be a first step in restoring the urban forest using a methodology rooted in increased resilience. An estimated 325 dead, dying, or trees that pose a risk will be removed. Drought conditions, followed by the secondary effect of the insects attacking the trees (aphids, thrips, scale, and shothole borer), are responsible for the tree mortality as assessed by the City's ISA certified arborist on staff.

Training: The project includes urban forestry management training classes for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software.

Community Engagement: Funding for this category will include the creation of a Trees page on the City's website, including information on the tree inventory, risk assessment, LiDAR canopy cover analysis, and dead/dying tree removals. The community will be able to be more involved in the inventory and analyses through public presentations and workshops such as at an estimated 4 Parks, Recreation, and Community Services Commission meetings. Also, the goal is to work with selected Title I schools in disadvantaged communities, to provide education and involvement in the tree inventory and canopy cover analysis process. The exact number of schools, classes, and students to be involved will be determined once the consultants are on board and able to engage in outreach with potential schools, especially those that are adjacent to parks and parkways that have trees. It is estimated that approximately 5 school sites will be identified, and approximately 250 students will be involved, but these numbers are estimates and remain to be finalized. Once the project starts, principals and teachers of potential schools will be engaged in the planning process. Engagement of schools will be very promising based on past efforts of the City.

Project assessment/evaluation methods:

City staff, including the City arborist, will oversee the inventory and risk assessment work conducted by the consultants. City staff will ensure that the reports meet the objectives and deliverables specified, in order to serve as a foundation for the future tree removal and tree replanting needs of the City, especially in terms of planting more resilient tree species that can withstand the climate impacts, and associated pest and disease impacts that are expected in the future. Tree removal work will also be evaluated by City staff, including the City Arborist.

Communications Plan:

GreenLatinos: 1919 14th Street, Suite 700, Boulder, CO 80302 | <https://www.greenlatinos.org/>

Email: usdausfs@greenlatinos.org



City of Oxnard
 Project Amount: \$984,925.00
 Project Completion Date: 11/30/2027
 Project Number: 00000023

The City will create a website regarding the project, to provide information to the community about the source of funding, and the goals and objectives of the funding. The information will also be posted on the City's social media outlets. Funding information will also be communicated in press materials when distributed. The project will also include community engagement efforts, focused on involving the disadvantaged communities of Oxnard in the project as relevant.

4. Disadvantaged Community Outreach:

The project scope will benefit and provide outreach to residents of Oxnard's disadvantaged communities. The outreach will include online posting of details of the tree inventory and risk assessment, presentations at the Parks, Recreation, and Community Services Commission meetings. The project will also engage the Inter-neighborhood Council organization, to relay findings and gather contacts to be involved in the upcoming Urban Forest Management Plan process, which will include a community advisory committee that will utilize the findings of this project. The community will be engaged in determining how canopy data collected will be shared and benefit the disadvantaged communities of the City. Youth will be able to be involved in the tree inventory and canopy cover analysis, as described above.

There are 3 census tracts, out of the 39 census tracts of the City, which are not classified as disadvantaged. However, note that census tract 06111003609 has Oxnard Beach Park within it, which is a large park at the beach that is used by residents from the disadvantaged communities of Oxnard. Also, tract 06111003612 has the Channel Islands Harbor area in it, which is used by residents from Oxnard's disadvantaged communities as a recreational venue. And tract 06111003605 has Via Marina Park in it, a public park used by residents from adjacent disadvantaged communities.

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003011	Yes	Yes		
06111003012	Yes	Yes		
06111003201	Yes	Yes		
06111003700	Yes	Yes		
06111003801	Yes	Yes		
06111003802	Yes	Yes		
06111003900	Yes	Yes		
06111004000	Yes	Yes		
06111004101	Yes	Yes		
06111004503	Yes	Yes		
06111004504	Yes	Yes		
06111004506	Yes	Yes		
06111004704	Yes	Yes		
06111004710	Yes	Yes		
06111004711	Yes	Yes		
06111004715 Only inside Oxnard city boundaries	Yes	Yes		
06111004716	Yes	Yes		
06111004717	Yes	Yes		
06111004902	Yes	Yes		
06111005002	Yes	Yes		
06111005003	Yes	Yes		

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111008600	Yes	Yes		
06111008700	Yes	Yes		
06111009100	Yes	Yes		
06111002901	No			
061110029011	No	Yes	Yes	93% Less Than High School Education
				82% Low Income
				78% Limited English Speaking Household
				91% Wastewater Discharge
				91% RMP Facility Proximity
				89% Ozone
				86% Traffic Proximity
				85% Hazardous Waste Proximity
				83% Diesel Particulate Matter
				80% Superfund Proximity
				77% Flood Risk
061110029012	No	No	Yes	93% Over Age 64
				83% Limited English Speaking Households
				74% RMP Facility Proximity
				72% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				80% Ozone
				76% Traffic Proximity
				72% Hazardous Waste Proximity
				97% Flood Risk
06111002905	No			
061110029051	No	No	Yes	83% Limited English Speaking Households
Only inside Oxnard city boundaries				74% Unemployment Rate
				81% RMP Facility Proximity
				79% Wastewater Discharge
				76% Ozone
				74% Hazardous Waste Proximity
				72% Traffic Proximity
061110029052	No	No	Yes	80% Limited English Speaking Households
				77% Unemployment Rate
				78% RMP Facility Proximity
				76% Wastewater Discharge
				72% Ozone
				72% Hazardous Waste Proximity
				70% Traffic Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				74% Diesel Particulate Matter
06111003013	No			
061110030131	No	No	Yes	81% Unemployment Rate
				97% RMP Facility
				91% Wastewater Discharge
				83% Traffic Proximity
				80% Ozone
				71% Hazardous Waste Proximity
				98% Flood Risk
061110030132	No	No	Yes	86% Less Than High School Education
				84% Limited English Speaking Households
				83% Unemployment Rate
				77% Low Income
				81% RMP Facility Proximity
				80% Wastewater Discharge
				78% Traffic Proximity
				77% Ozone
				70% Hazardous Waste Proximity
				97% Flood Risk
06111003100	No	Yes	Invalid?	

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003101	No			
061110031011	No	Yes	Yes	96% Less Than High School Education
				91% Limited English Speaking Households
				88% RMP Facility Proximity
				86% Wastewater Discharge
				85% Ozone
				83% Lead Paint
				82% Traffic Proximity
				81% Hazardous Waste Proximity
				79% Diesel Particulate Matter
				77% Superfund Proximity
061110031012	No	No	Yes	99% RMP Facility Proximity
				88% Wastewater Discharge
				81% Ozone
				78% Traffic Proximity
				77% Hazardous Waste Proximity
				71% Diesel Particulate Matter
061110031013	No	No	Yes	97% Under Age 5
				91% Less Than High School Education
				73% Limited English Speaking Households

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				77% RMP Facility Proximity
				74% Wastewater Discharge
				71% Ozone
				78% Traffic Proximity
				75% Hazardous Waste Proximity
06111003102	No			
061110031021	No	No	Yes	84% Limited English Speaking Households
				99% RMP Facility Proximity
				89% Wastewater Discharge
				81% Ozone
				77% Traffic Proximity
				77% Hazardous Waste Proximity
				73% Diesel Particulate Matter
061110031022	No	No	Yes	87% Less Than High School Education
				79% Limited English Speaking Households
				78% RMP Facility Proximity
				75% Wastewater Discharge
				72% Ozone
				72% Traffic Proximity
				76% Hazardous Waste Proximity
				70% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111003300	No	Yes	Invalid?	BGs 061110033012, 061110033023, 061110033021 in EPA IRA DACs
06111003301	No			
061110033011	No	No	Yes	74% Low Income
				84% RMP Facility Proximity
				83% Wastewater Discharge
				81% Ozone
				78% Hazardous Waste Proximity
				77% Traffic Proximity
				75% Diesel Particulate Matter
				73% Superfund Proximity
061110033012	No	Yes	Yes	88% Limited English Speaking Households
				88% Less Than High School Education
				70% Under Age 5
				91% RMP Facility Proximity
				90% Wastewater Discharge
				88% Ozone
				87% Wastewater Discharge
				85% Traffic Proximity
				84% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				79% Superfund Proximity
				83% Hazardous Waste Proximity
06111003302				
061110033021	No	Yes	Yes	95% Under Age 5
				88% Less Than High School Education
				83% Limited English Speaking Households
				83% Unemployment Rate
				86% RMP Facility Proximity
				84% Wastewater Discharge
				82% Ozone
				79% Traffic Proximity
				78% Hazardous Waste Proximity
				75% Diesel Particulate Matter
				74% Superfund Proximity
061110033022	No	No	Yes	70% RMP Facility Proximity
				89% Wastewater Discharge
				80% Ozone
				76% Hazardous Waste Proximity
				76% Traffic Proximity
				75% Lead Paint
				70% Diesel Particulate Matter

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110033023	No	Yes	Yes	96% Limited English Speaking Households
				92% Less Than High School Education
				84% Unemployment Rate
				95% RMP Facility Proximity
				94% Wastewater Discharge
				93% Ozone
				91% Hazardous Waste Proximity
				90% Traffic Proximity
				88% Diesel Particulate Matter
				86% Superfund Proximity
				81% Lead Paint
				76% Particulate Matter 2.5
06111003608	No			
061110036081	No	No	Yes	91% Less Than High School Education
				82% Limited English Speaking Households
				86% RMP Facility Proximity
				83% Wastewater Discharge
				82% Ozone
				81% Diesel Particulate Matter
				81% Hazardous Waste Proximity
				78% Traffic Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				77% Superfund Proximity
061110036082	No	No	Yes	81% Limited English Speaking Households
				79% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				76% Diesel Particulate Matter
				75% Hazardous Waste Proximity
				72% Traffic Proximity
				72% Superfund Proximity
06111003608	No			
061110036081	No	No	Yes	91% Less Than High School Education
				82% Limited English Speaking Households
				86% RMP Facility Proximity
				83% Wastewater Discharge
				82% Ozone
				81% Diesel Particulate Matter
				81% Hazardous Waste Proximity
				78% Traffic Proximity
				77% Superfund Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110036082	No	No	Yes	81% Limited English Speaking Households
				79% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				76% Diesel Particulate Matter
				75% Hazardous Waste Proximity
				72% Traffic Proximity
				72% Superfund Proximity
06111003605	No	No	Invalid?	
06111003613	No			
061110036131	No	No	Yes	90% Under Age 5
				75% Limited English Speaking Households
				72% Less Than High School Education
				79% RMP Facility Proximity
				76% Wastewater Discharge
				74% Ozone
				73% Diesel Particulate Matter
				70% Traffic Proximity
				70% Superfund Proximity
				72% Hazardous Waste Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110036132	No	Yes	Yes	88% Unemployment Rate
				73% Less Than High School Education
				70% Low Income
				83% RMP Facility Proximity
				80% Wastewater Discharge
				79% Ozone
				77% Diesel Particulate Matter
				75% Traffic Proximity
				74% Superfund Proximity
				74% Hazardous Waste Proximity
06111003614	No			
061110036141	No	No	Yes	78% Over Age 64
				77% RMP Facility Proximity
				73% Diesel Particulate Matter
				73% Wastewater Discharge
				71% Ozone
				74% Hazardous Waste Proximity
				72% Traffic Proximity
061110036142	No	No	Yes	82% Over Age 64
				78% Unemployment Rate

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				71% Less Than High School Education
				76% RMP Facility Proximity
				73% Wastewater Discharge
				72% Diesel Particulate Matter
				71% Ozone
				74% Traffic Proximity
				73% Hazardous Waste Proximity
061110036143	No	No	Yes	83% Limited English Speaking Households
				76% Over Age 64
				77% RMP Facility Proximity
				73% Wastewater Discharge
				72% Diesel Particulate Matter
				71% Ozone
				75% Hazardous Waste Proximity
				73% Traffic Proximity
06111004901	No			
061110049011	No	No	Yes	80% Under Age 5
				73% Limited English Speaking Households
				71% Less Than High School Education
				74% RMP Facility Proximity
				70% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				81% Ozone
				81% Hazardous Waste Proximity
				76% Traffic Proximity
				74% Diesel Particulate Matter
061110049012	No	No	Yes	83% Less Than High School Education
				80% Limited English Speaking Households
				81% RMP Facility Proximity
				78% Wastewater Discharge
				76% Ozone
				74% Hazardous Waste Proximity
				73% Traffic Proximity
				71% Diesel Particulate Matter
061110049013	No	Yes	Yes	91% Limited English Speaking Households
				77% Less Than High School Education
				85% RMP Facility Proximity
				83% Wastewater Discharge
				81% Ozone
				79% Traffic Proximity
				78% Hazardous Waste Proximity
				74% Diesel Particulate Matter
				72% Superfund Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111005004	No			
061110050041	No	No	Yes	77% Limited English Speaking Households
				70% Less Than High School Education
				78% RMP Facility Proximity
				78% Wastewater Discharge
				75% Traffic Proximity
				75% Ozone
				98% Flood Risk
06111008800	No			
061110088001	No	Yes	Yes	95% Less Than High School Education
				93% Limited English Speaking Households
				77% Low Income
				94% RMP Facility Proximity
				92% Wastewater Discharge
				92% Ozone
				90% Diesel Particulate Matter
				88% Traffic Proximity
				88% Hazardous Waste Proximity
				87% Superfund Proximity
				77% Particulate Matter 2.5

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
061110088002	No	No	Yes	90% Unemployment Rate
				71% Under Age 5
				70% RMP Facility Proximity
				85% Wastewater Discharge
				82% Diesel Particulate Matter
				79% Ozone
				76% Hazardous Waste Proximity
				73% Traffic Proximity
061110088003	No	No	Yes	86% Less Than High School Education
				81% RMP Facility Proximity
				78% Wastewater Discharge
				77% Diesel Particulate Matter
				76% Ozone
				74% Hazardous Waste Proximity
				73% Superfund Proximity
				72% Traffic Proximity
06111008900	No			
061110089001	No	Yes	Yes	98% Less Than High School Education
				70% Limited English Speaking Households
				89% RMP Facility Proximity
				86% Wastewater Discharge

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
				86% Diesel Particulate Matter
				86% Ozone
				84% Superfund Proximity
				81% Traffic Proximity
				81% Hazardous Waste Proximity
061110089002	No	No	No	92% Less Than High School Education
				81% RMP Facility Proximity
				78% Diesel Particulate Matter
				76% Ozone
				76% Superfund Proximity
				76% Wastewater Discharge
				75% Lead Paint
				71% Hazardous Waste Proximity
06111003010	No			
061110030101	No	No	Yes	77% Less Than High School Education
				71% Limited English Speaking Households
				80% RMP Facility Proximity
				79% Wastewater Discharge
				76% Ozone
				74% Traffic Proximity
				70% Hazardous Waste Proximity

Oxnard, CA Census Tracts and Block Groups				
Census Tract	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	Identified In EJ Screen or EPA IRA Tool (only described if not identified in CEJST) (cells highlighted in pink represent data from the EJ Screen supplemental indexes)
06111004505	No			
061110045051	No	Yes	Yes	96% Less Than High School Education
				93% Limited English Speaking Households
				87% Unemployment Rate
				86% Under Age 5
				73% Low Income
				95% Diesel Particulate Matter
				95% RMP Facility Proximity
				94% Ozone
				94% Superfund Proximity
				92% Wastewater Discharge
				89% Hazardous Waste Proximity
				88% Traffic Proximity
				88% Lead Paint
				82% Particulate Matter 2.5

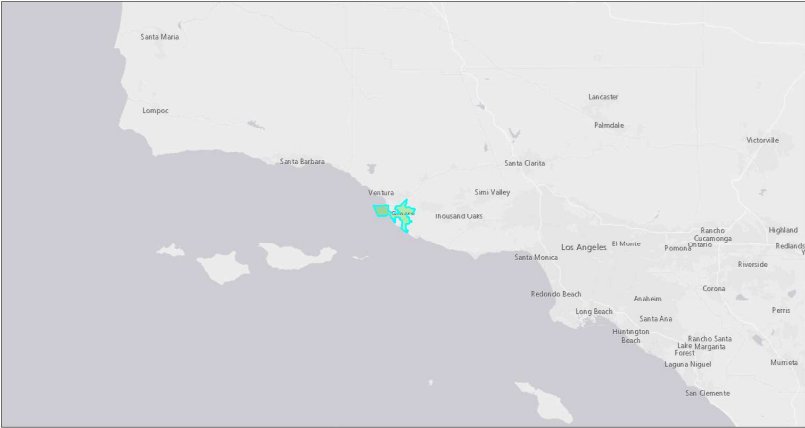


EJScreen Community Report

This report provides environmental and socioeconomic information for user-defined areas, and combines that data into environmental justice and supplemental indexes.

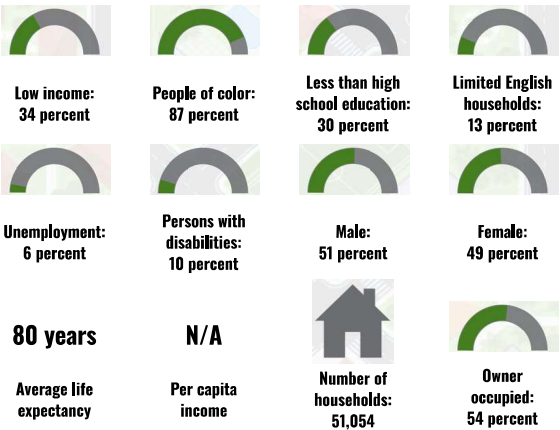
Oxnard, CA

City: Oxnard
Population: 202,117
Area in square miles: 39.15

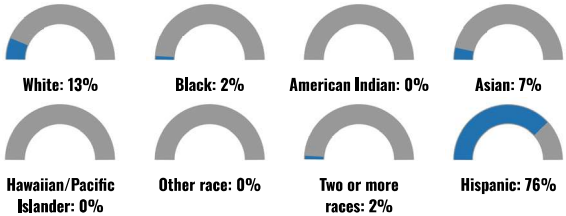


August 15, 2024
Project 1
1:1,155,581
0 10 20 30 40 mi
0 15 30 40 km
Data: HERE, NPS, Esri, HERE, Garmin, USGS, EPA, NPS

COMMUNITY INFORMATION



BREAKDOWN BY RACE



BREAKDOWN BY AGE



LIMITED ENGLISH SPEAKING BREAKDOWN



Notes: Numbers may not sum to totals due to rounding. Hispanic population can be of any race. Source: U.S. Census Bureau, American Community Survey (ACS) 2018-2022. Life expectancy data comes from the Centers for Disease Control.

LANGUAGES SPOKEN AT HOME

LANGUAGE	PERCENT
English	34%
Spanish	59%
Vietnamese	1%
Tagalog (including Filipino)	3%
Other and Unspecified	2%
Total Non-English	66%

Report for City: Oxnard
Report produced August 15, 2024 using EJScreen Version 2.3

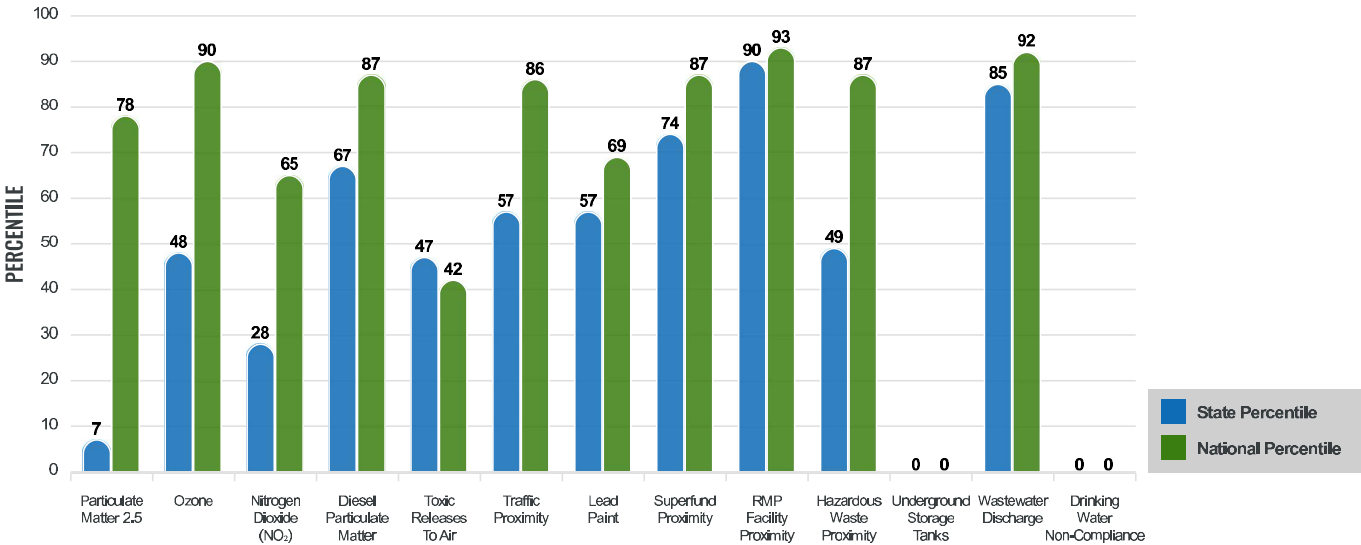
Environmental Justice & Supplemental Indexes

The environmental justice and supplemental indexes are a combination of environmental and socioeconomic information. There are thirteen EJ indexes and supplemental indexes in EJScreen reflecting the 13 environmental indicators. The indexes for a selected area are compared to those for all other locations in the state or nation. For more information and calculation details on the EJ and supplemental indexes, please visit the [EJScreen website](#).

EJ INDEXES

The EJ indexes help users screen for potential EJ concerns. To do this, the EJ index combines data on low income and people of color populations with a single environmental indicator.

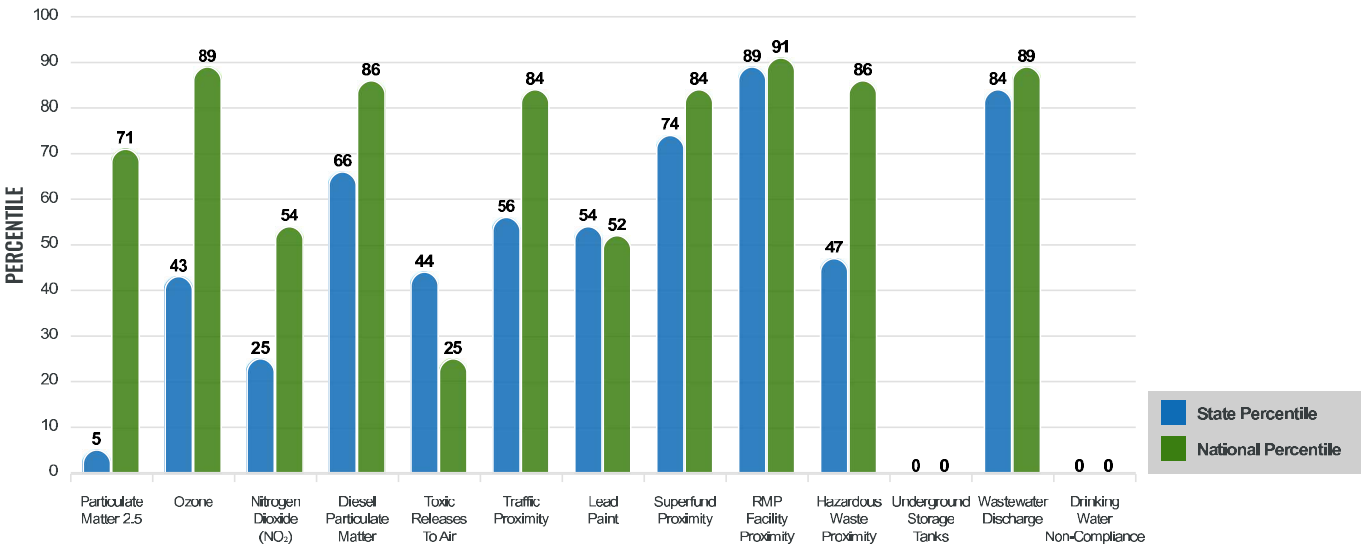
EJ INDEXES FOR THE SELECTED LOCATION



SUPPLEMENTAL INDEXES

The supplemental indexes offer a different perspective on community-level vulnerability. They combine data on percent low income, percent persons with disabilities, percent less than high school education, percent limited English speaking, and percent low life expectancy with a single environmental indicator.

SUPPLEMENTAL INDEXES FOR THE SELECTED LOCATION



Report for City: Oxnard
Report produced August 15, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

SELECTED VARIABLES	VALUE	STATE AVERAGE	PERCENTILE IN STATE	USA AVERAGE	PERCENTILE IN USA
ENVIRONMENTAL BURDEN INDICATORS					
Particulate Matter 2.5 (µg/m³)	8.26	12.3	3	8.45	53
Ozone (ppb)	67.6	74.2	29	61.8	80
Nitrogen Dioxide (NO₂) (ppbv)	6.4	9.1	15	7.8	38
Diesel Particulate Matter (µg/m³)	0.263	0.286	49	0.191	78
Toxic Releases to Air (toxicity-weighted concentration)	65	780	35	4,600	20
Traffic Proximity (daily traffic count/distance to road)	2,200,000	4,000,000	38	1,700,000	75
Lead Paint (% Pre-1960 Housing)	0.18	0.31	46	0.3	46
Superfund Proximity (site count/km distance)	0.24	0.68	63	0.39	73
RMP Facility Proximity (facility count/km distance)	3.9	0.83	97	0.57	99
Hazardous Waste Proximity (facility count/km distance)	4.5	11	30	3.5	76
Underground Storage Tanks (count/km²)	0	0.00036	0	3.6	0
Wastewater Discharge (toxicity-weighted concentration/m distance)	8400	11000	78	700000	87
Drinking Water Non-Compliance (points)	0	0.5	0	2.2	0
SOCIOECONOMIC INDICATORS					
Demographic Index USA	2.18	N/A	N/A	1.34	82
Supplemental Demographic Index USA	1.99	N/A	N/A	1.64	73
Demographic Index State	2.47	1.83	75	N/A	N/A
Supplemental Demographic Index State	1.83	1.49	71	N/A	N/A
People of Color	87%	62%	75	40%	87
Low Income	34%	28%	67	30%	62
Unemployment Rate	6%	6%	56	6%	65
Limited English Speaking Households	13%	8%	75	5%	88
Less Than High School Education	30%	16%	82	11%	92
Under Age 5	6%	5%	64	5%	65
Over Age 64	11%	16%	35	18%	28

*Diesel particulate matter index is from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

Sites reporting to EPA within defined area:

Superfund	1
Hazardous Waste, Treatment, Storage, and Disposal Facilities	12
Water Dischargers	256
Air Pollution	6
Brownfields	0
Toxic Release Inventory	24

Other community features within defined area:

Schools	43
Hospitals	5
Places of Worship	65

Other environmental data:

Air Non-attainment	Yes
Impaired Waters	Yes

Selected location contains American Indian Reservation Lands*	No
Selected location contains a "Justice40 (CEJST)" disadvantaged community	Yes
Selected location contains an EPA IRA disadvantaged community	Yes

Report for City: Oxnard
Report produced August 15, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

HEALTH INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Low Life Expectancy	17%	18%	44	20%	26
Heart Disease	4.5	4.8	46	5.8	24
Asthma	9.7	9.6	57	10.3	36
Cancer	4.2	5.6	26	6.4	11
Persons with Disabilities	9.8%	11.3%	43	13.7%	28

CLIMATE INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Flood Risk	14%	13%	72	12%	77
Wildfire Risk	0%	30%	0	14%	0

CRITICAL SERVICE GAPS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Broadband Internet	11%	9%	67	13%	53
Lack of Health Insurance	16%	7%	93	9%	86
Housing Burden	Yes	N/A	N/A	N/A	N/A
Transportation Access Burden	Yes	N/A	N/A	N/A	N/A
Food Desert	Yes	N/A	N/A	N/A	N/A

Report for City: Oxnard
Report produced August 15, 2024 using EJScreen Version 2.3



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EXHIBIT B PROGRAM BUDGET



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program
Operations: Urban & Community Forestry Program Budget Summary
USDA Grant Period of Performance: 2024 - 2027

Unique Entity Identifier: JKLUB9N3DXH7

Example: GL #192394

Organization Name: City of Oxnard

Example: City of Trees, CA

On this summary worksheet, please fill in ONLY your unique entity identifier, and your organization name, then, proceed to worksheets A. through F.

2 CFR 200: [Link Here](#) Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Category	Federal	Federal	Federal	Federal	Federal
A. Personnel	\$0	\$0	\$0	\$0	\$0
B. Fringe	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0
F. Contractual	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00
H. Other Direct Costs	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00
Total Indirect Charges	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$228,588	\$213,588	\$270,540	\$272,210	\$984,925.00

A. Personnel

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1 (7/1/24-6/30/25)			Year 2 (7/1/25-6/30/26)			Year 3 (7/1/26-6/30/27)			Year 4 (7/1/27-11/30/27)			Subtotal					
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total						
						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Federal Request			Year 1 Total:			\$0	Year 2 Total:			\$0	Year 3 Total:			\$0	Year 3 Total:			\$0	All Years:	\$0
Cost of Living Adjustment Justification																				

B. Fringe

Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contribution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.

Position	Name	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Request		\$0	\$0	\$0	\$0	\$0

Fringe Category	Rate
FICA/Medicare	
State unemployment	
Retirement contribution	
Health insurance	
Workers compensation	
Total	0.00%

C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:

[Link Here](#)

GSA Guidance:

[Link Here](#)

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Citywide Tree Inventory and Level 2 Risk Assessment	Costs are estimated at \$7/tree, 48,806 trees	\$170,821.00	\$170,821.00	\$0.00	\$0.00	\$341,642.00
Community Engagement	Costs estimated by consultant for workshops, classroom education, webpage content, social media ads	\$27,766.50	\$27,766.50	\$0.00	\$0.00	\$55,533.00
Training for City of Oxnard Tree Staff	Estimated at \$50/hour of training	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
LiDAR for Canopy Cover Analysis	Estimated at \$1.80/acre, 16,666.66 acres	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$30,000.00
Tree Removals	Removal of an estimated 325 dead, dying trees, or hazardous trees. Estimated at \$1,670/tree	\$0.00	\$0.00	\$270,540.00	\$272,210.00	\$542,750.00
Federal Request		\$228,587.50	\$213,587.50	\$270,540.00	\$272,210.00	\$984,925.00

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
						\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



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Budget Narrative

Contractual

Tree Inventory and Level 2 Risk Assessment: The cost of the Tree Inventory and Level 2 Risk Assessment is estimated at \$7 per tree. This estimate was provided by the City's Parks Manager based on their recent experience. As there are 48,806 trees estimated that are managed by the City, the total budget for this item is \$341,642.

- $\$7 \times 48,806 = 341,642$
 - Year 1: $7 \times \$24,403 \text{ trees} = \$170,821$
 - Year 2: $7 \times \$24,403 \text{ trees} = \$170,821$

Community Engagement: This line item will fund a community engagement process, including 4 community presentations/workshops, the creation of a webpage with content for residents to track ongoing progress, including the tree inventory, risk assessment, and justification for dead and dying tree removals. The community engagement will also integrate outreach regarding the LiDAR canopy cover analysis, including with local schools where available through classroom-based presentations. The cost is estimated at \$55,533. This cost was estimated after a phone cost estimate was provided by a consultant who does tree inventories, tree risk assessments, and community engagement.

Training: Urban forestry management training classes for Oxnard's permanent urban forestry staff. The training will involve topics such as tree data analysis, understanding basic practices related to long-term management of the trees, ways to improve existing tree management practices, and strategies for maintaining the tree management software. The cost is estimated at \$15,000. These costs were estimated by the City's certified arborist on staff based on their experience, and a quote was also requested from a training provider. This training line item covers exam fees, test fees, courses, study guides, and test preparation training for certified arborist and certified tree worker exams and certifications.

- $\$50/\text{hour} \times 300 \text{ hrs} = \$15,000$

LiDAR for canopy cover analysis: The estimated cost for the LiDAR canopy cover analysis is a lump sum based on the area of the City of Oxnard. The cost is estimated at \$30,000. The analysis includes aerial imagery, image processing, land use classification, analysis and a report assessing canopy cover. This quote was provided by a consultant.

- For 16,640 acres = \$30,000



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Tree Removals: It is estimated that 325 trees will be recommended to be removed as part of the Tree Inventory and Level 2 Risk Assessment process. The trees cost an estimated \$1,670 each to remove. This cost was provided by the City's Parks Manager, based on recent experience. The total is \$542,750 for the removal of the 325 trees.

- Year 2: 162 trees X \$1,670 = \$270,540
- Year 3: 163 trees X \$1,670 = \$272,210



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EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov. If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."



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2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
 - i. Subrecipient and its employees, may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1) Associated with performance under this award; or



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- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- c. Provisions applicable to any Subrecipient:
 - i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
 - i. "Employee" means either:
 - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity"
 - 1) Means any entity other than a state, local government, Indian tribe, or foreign public



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entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

- (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- (b) A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- a. Subrecipient may not require its employees, contractors, or Subrecipients 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 of a federal department or agency authorized to receive such information.
- b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
- c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
 - i. Will prohibit the Subrecipient’s use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



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- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient 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 award.
5. FREEDOM OF INFORMATION ACT. 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 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
 - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including



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Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- b. Specify the actions subawardee will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



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- C. Without the GreenLatinos Case Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
- D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
- E. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

10. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



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EXHIBIT D NOTICE OF PRIME AWARD

**FEDERAL FINANCIAL ASSISTANCE
 AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013
 Between
 GREENLATINOS
 And The
 USDA, FOREST SERVICE
 COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY
 WASHINGTON OFFICE**

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: sm.fs.wospfreports@usda.gov

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at rhonda.horn@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



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OMB 0596-0217
 Expiration Date: 11/30/2017
 Rev. (12-13)

B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
4. Review and approve any proposed competitive process for new subawards.
5. Consult in the selection of key personnel, if requested.
6. Participate in the presentation of results in publications and/or conference presentations, if requested.

C. NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES: To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.



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4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
 5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Magaña 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: markmagana@greenlatinos.org	Joan Kato 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: joankato@greenlatinos.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kasey Yturralde, PhD, National Program Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: kasey.yturralde@usda.gov	Rhonda Horn, Grants Management Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: rhonda.horn@usda.gov

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



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F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (mandatory): SM.FS.asc_ga@usda.gov	Kasey Yturralde
FAX: 877-687-4894	Kasey.yturralde@usda.gov
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- G. **ELECTION OF DE MINIMIS INDIRECT RATE.** GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

- H. **PRIOR WRITTEN APPROVAL.** GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

- I. **MODIFICATIONS.** Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior



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to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark
 Magaña

Digitally signed by Mark
 Magaña
 Date: 2023.12.13
 15:15:41 -05'00'

MARK MAGAÑA, President & CEO
 GreenLatinos

Date

STEVEN
 KOEHN

Digitally signed by
 STEVEN KOEHN
 Date: 2023.12.13
 15:49:12 -05'00'

STEVEN W. KOEHN, Director
 Cooperative Forestry
 USDA Forest Service, State, Private and Tribal
 Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

Rhonda Horn

Digitally signed by
 Rhonda Horn
 Date: 2023.12.13
 11:43:03 -07'00'

RHONDA HORN
 USDA Forest Service Grants Management Specialist

Date



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ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later



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than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30th and December 31st to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting

- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service 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.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.

- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the



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recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GreenLatinos is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or



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retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.



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- O. AWARD CLOSEOUT. GreenLatinos must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. DEBARMENT AND SUSPENSION. GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of subrecipients or contracts for debarment and suspension. All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.



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- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),".
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or



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- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

- 1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



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3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients 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 of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations



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regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). 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). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.



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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most



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- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
 If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.



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5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170



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ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee



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to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



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EXHIBIT E SUBAWARD DATA

(i)	Subrecipient Name	City of Oxnard
(ii)	Subrecipient Unique Entity Identifier:	JKLUB9N3DXH7
(iii)	Federal Award Identification Number (FAIN):	24-CA-11132544-013
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	October 12, 2023
(v)	Subaward Period of Performance Start Date:	8/20/2024 4:57 PM PDT
(vi)	Subaward Period of Performance End Date:	11/30/2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$984,925
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$984,925
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$984,925
(x)	Federal Award Project Description:	The project involves a tree inventory and Level 2 Risk Assessment of the approximately 48,806 trees that are managed by the City of Oxnard, urban forest training for the City's urban forest staff, LiDAR for analyzing canopy cover, the removal of approximately 325 dead and dying trees in disadvantaged communities and involve youth who will participate in the tree inventory and LiDAR canopy cover analysis. This project will serve as the foundation for all future City urban forest planning and management.



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EXHIBIT F WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;



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- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



EXHIBIT G 2 CFR PART 170

1. Reporting Subawards and Executive Compensation.
 - a. *Reporting of First-Tier Subawards.*
 - i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or Federal agency (see definitions in paragraph e. of this award term).
 - ii. *Where and When to Report.*
 - 1) The non-federal entity or federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - 2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - iii. *What to Report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
 - b. *Reporting Total Compensation of Recipient Executives for Non-Federal Entities.*
 - i. *Applicability and What to Report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2) in the preceding fiscal year, you received
 - (a) 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance



- subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - 1) As part of your registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.
 - c. *Reporting of Total Compensation of Subrecipient Executives.*
 - i. *Applicability and What to Report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-federal entity Subrecipient under this award, you shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if
 - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
 - (a) 80% or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC



§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the Subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 - i. “Federal Agency” means a Federal agency as defined at 5 USC section 551(1) and further clarified by 5 USC section 552(f).
 - ii. “Non-Federal Entity” means all of the following, as defined in 2 CFR part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization; and,
 - 4) A domestic or foreign for-profit organization
 - iii. “Executive” means officers, managing partners, or any other employees in management positions.
 - iv. “Subaward”:
 - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



- 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. "Subrecipient" means a non-federal entity or federal agency that:
 - 1) Receives a subaward from you (the recipient) under this award; and
 - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).



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EXHIBIT H
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
 AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

OMB No. 0505-0027
 Date: 09/30/2025

Expiration



**Certification Regarding
 Debarment, Suspension,
 Ineligibility and Voluntary
 Exclusion Lower Tier Covered
 Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;



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B. 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 City of Oxnard	PR/AWARD NUMBER OR PROJECT NAME JKLUB9N3DXH7
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Alexander Nguyen, City Manager	
SIGNATURE Signed by: Alexander Nguyen	DATE 8/20/2024 3:54 PM PDT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)



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632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

GreenLatinos: 1919 14th Street, Suite 700, Boulder, CO 80302 | <https://www.greenlatinos.org/>

Email: usdausfs@greenlatinos.org

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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 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

Form AD-1048 (REV 12/22)

Certificate Of Completion

Envelope Id: A10727FC7C0E4B2E9A782C31844F47DB

Status: Completed

Subject: Complete with DocuSign: Oxnard GreenLatinos USDA IRA UCF Grant Package.Signed.Initialled.8.23.24.pdf

Source Envelope:

Document Pages: 99

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 3

Molly

AutoNav: Enabled

72632 Coyote Rd.

Envelope Stamping: Enabled

Pendleton, OR 97801

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

molly.hass@cayusegov.com

IP Address: 73.229.196.232

Record Tracking

Status: Original

Holder: Molly

Location: DocuSign

8/23/2024 10:01:03 AM

molly.hass@cayusegov.com

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Cayuse Shared Services

Location: DocuSign

Signer Events**Signature****Timestamp**

Eric Humel

Initial



Sent: 8/23/2024 10:01:28 AM

eric.humel@oxnard.org

Viewed: 8/23/2024 10:40:24 AM

Security Level: Email, Account Authentication (None)

Signed: 8/23/2024 10:40:46 AM

Signature Adoption: Pre-selected Style

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Accepted: 8/23/2024 10:40:24 AM

ID: 51760599-e121-4f12-88af-753233d294ab

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Joe Toolan

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joetoolan@greenlatinos.org

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Rachna Vas

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rachnavas@greenlatinos.org

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2024 10:01:29 AM
Certified Delivered	Security Checked	8/23/2024 10:40:24 AM
Signing Complete	Security Checked	8/23/2024 10:40:46 AM
Completed	Security Checked	8/23/2024 10:40:46 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cayuse Shared Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: chris.leonard@cayusegov.com

To advise Cayuse Shared Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.leonard@cayusegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cayuse Shared Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.leonard@cayusegov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cayuse Shared Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to chris.leonard@cayusegov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cayuse Shared Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cayuse Shared Services during the course of your relationship with Cayuse Shared Services.

Agreement 32600043 with Arborpro, Inc. for Urban Forestry Services

Public Works and Transportation Committee
July 22, 2025

Steve Howlett
Assistant Public Works Director

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Arborpro Inc. for a total amount not to exceed \$363,186 with an initial term of two years from September 3, 2025 to September 2, 2027, with the option for one consecutive one-year period extension ending September 2, 2028, for Urban Forestry Services.

- The USDA Forest Service is disbursing approximately \$1 billion for urban and community forestry investments through the Inflation Reduction Act - Urban and Community Forestry grant program.
- The City Council approved the Grant Application and Resolution for the Inflation Reduction Act – Urban and Community Forestry Grant Program on July 18, 2023.
- On August 20, 2024, the City of Oxnard was awarded the Grant in the amount of \$984,925.00 from the USDA Forest Service through a Subaward Agreement (Attachment) with Green Latinos, Project Number: 00000023.

- This project includes the award of an agreement to perform the inventory of the City's trees, a Level 2 Risk Assessment of each City tree, a list of trees that are recommended for removal, use of a LiDAR drone to measure the citywide tree canopy cover and provide an analysis to improve cooling in disadvantaged neighborhoods, and provide Urban Forestry Management Training to staff along with Community Outreach and Education.
- This grant will fund the removal of an estimated 600 trees that will be identified as part of the Level 2 Risk Assessment. The tree removals will be bid separately from this Agreement.

- On May 12, 2025, the Purchasing Division published a Request for Proposals (RFP) PW 25-132 for Urban Forestry Services within the City. Two potential vendors were directly notified of the RFP, as well as the RFP being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by May 28, 2025 and the City received four submissions.
- An Evaluation Committee reviewed all four proposals and each Committee Member (Asst. Public Works Director, Parks Manager, and Parks Supervisor) scored each proposal individually based on: 1) Completeness of Response; 2) Qualifications, experience, and education of key staff; 3) Scope of Services to be provided; 4) Proposer's experience with public agencies; and, 5) References. The collective Committee scores rated Arborpro, Inc. as the most responsive to the RFP.

- Staff has confirmed that Arborpro Inc. meets all required City contractual provisions, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement.
- After the completion of this Agreement by Arborpro, Inc., the remaining grant funds will be applied towards future contract services for the removal of identified hazardous trees, the planting of new trees, and the development of the City Urban Forest Master Plan, following scope and budget amendment approval by the grantor (Green Latinos).

- The total cost for this Agreement with Arborpro Inc. shall not exceed \$363,186 over the term of the contract. Services will commence on September 3, 2025, and grant funds have been awarded from the Inflation Reduction Act - Urban and Community Forestry grant program to cover 100% of the project costs (City Project #G2509, account 2003301-53200-G2509).
- Please note that the Agreement attached to this agenda report is in draft format. Staff is currently working with ArborPro, Inc., to finalize the terms of the agreement and anticipates presenting the finalized version at the September 2, 2025, City Council meeting.



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: July 22, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Information Technology Software Agreement 32600028 with Paradigm Software for Software for Scale House Operations for the Environmental Resources Division. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Information Technology Software Agreement with Paradigm Software for a total amount not to exceed \$504,325.98 for a term of five years ending September 30, 2030.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/q0XIXzPbJzI>

BACKGROUND

The Del Norte Regional Recycling and Transfer Station (Del Norte) processes over 20,000 customer-billed account transactions annually. This level of activity necessitates an integrated scale house software system that supports Accounts Receivable (A/R) operations, including real-time tracking of paid and unpaid invoices, customer account management, and financial reporting.

Currently, Del Norte utilizes Paradigm Software Program Version 5, which is over ten years old, to manage scale operations. Due to its age, the system also has cybersecurity vulnerabilities in its underlying IT infrastructure which must be remediated or replaced. The system includes two core modules:

1. **WeighStation Module** – captures inbound and outbound weight data, material type, tipping fees, and customer account details.
2. **CompuWeigh Module** – manages A/R processes including customer billing, payment application, and aging reports for delinquent accounts.

In addition, the software provides tools for applying finance charges, generating open and aged item reports, managing closed accounts, processing payments and adjustments, and producing monthly customer statements. It also maintains comprehensive reference data, such as customer accounts, tipping rates, vehicle information, and waste source/destination sectors.

The scale house is equipped with two 70-foot Fairbanks scales and a recently installed 70-foot above-ground Mettler Toledo scale. The software system must be compatible with these scales and any future scale installations.

DISCUSSION

The existing Paradigm Software system at Del Norte, which is more than ten years old, has been functional but limited in scalability and integration, particularly with respect to incorporating newer hardware and meeting evolving operational needs. The aging CompuWeigh module, while capable of basic A/R functions, lacks the flexibility and automation features now considered standard in modern solid waste scale management systems.

To modernize operations, the City issued Request for Proposal (RFP) 25-32 on October 1, 2024, seeking a comprehensive, fully integrated software solution tailored for solid waste management scale operations. The new system needed to support real-time transaction capture, Point of Sale (POS) capabilities, customer billing, and seamless integration with both current and future hardware, including truck scales and peripherals.

Four proposals were received by the submission deadline of October 29, 2024. Following a detailed evaluation process based on company qualifications, staff expertise, relevant experience, and overall responsiveness, Paradigm Software was unanimously recommended for contract award by the review panel. The City's evaluation panel consisted of two Administrative Services Specialist, Senior, an Administrator Services Supervisor, the IT Director of Solution Delivery, and an Administrative Service Coordinator.

The new Paradigm Software system offers several key improvements over the legacy system:

- **Enhanced Compatibility:** Full support for existing and future scale equipment.
- **Advanced Aging Reports:** Robust open and aged item reporting for improved management of delinquent accounts.
- **Data Migration:** Seamless conversion of all existing customer and transactional data, preserving operational continuity.
- **Modern Interfaces:** Compatibility with off-the-shelf peripherals such as scanners, signature pads, and POS systems.
- **Improved Security and Support:** Upgraded system architecture and security features to meet current IT standards.
- **Scalability and Training:** Configuration, testing, and training included to support staff adoption and ensure system performance aligns with City needs.

Because the vendor is already familiar with the City's operations, the transition is expected to be smooth with no service interruptions. Paradigm's solution is fully compatible with the City's IT infrastructure and satisfies all procurement and legal requirements, including licensure, insurance, and active registration with the California Secretary of State. Paradigm will provide support services for a five-year period, beginning October 1, 2025 and ending September 30, 2030. Staff would bring back for the City Council's consideration any renewal option past the initial five-year period.

In summary, the new Paradigm Software platform will significantly enhance the City's scale house customer service and operations through improved functionality, greater system compatibility, and reduced reliance on manual processing. It is also expected to be compatible with new truck scales expected to be constructed under a future capital improvement project at the Del Norte facility.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of the Agreement with Paradigm Software shall not exceed the amount of \$504,325.98. Funds for FY 2025-26 have been programmed in the Environmental Resources Fund (631) in the Fiscal Year 2025-26 Adopted Budget. Funding for subsequent fiscal years will be requested during the annual budget process. The estimated spending plan per fiscal year is as follows:

ESTIMATED SPENDING PLAN							
ER Fund/Account	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL
6313630-53200 Licensing, Feature Enhancements and Implementation	\$148,022.35	\$0	\$0	\$0	\$0	\$0	\$148,022.35
6313630-53200 Annual Support, WeighPay Service Fee, Hardware Warranty, Web Hosting Fee	\$50,333.57	\$68,621.43	\$70,680.07	\$72,800.47	\$74,984.49	\$18,883.60	\$356,303.63
Total	\$198,355.92	\$68,621.43	\$70,680.07	\$72,800.47	\$74,984.49	\$18,883.60	\$504,325.98

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Agreement No. 32600028
2. Presentation

PARADIGM SOFTWARE, L.L.C.®
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of this Platinum Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned client ("Client") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Paradigm to Client in accordance with the terms and conditions of this Agreement.

Paradigm agrees and to grant to the Client a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for Client to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between Paradigm and Client are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

- ☒ Terms and Conditions
- ☒ ADDENDUM A: System Implementation Addendum
 - Exhibit A: Scope of Work (Implementation Milestones)
 - Exhibit B: Purchase Price Schedule
 - Exhibit C: Payment Schedule
- ☒ ADDENDUM B: Service Levels

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

CITY OF OXNARD, CA

111 South Del Norte Boulevard
Oxnard, CA 93030

By: _____

(Type or Print Name)

(Title)

Date: _____

Accepted by:

PARADIGM SOFTWARE, L.L.C.®

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____

Jackie W Barlow II
President and Chief Operating Officer

Date: _____

Approved as to form:

By: _____

(Type or Print Name)

(Title)

Date: _____

TERMS AND CONDITIONS

1. **CHARGES, FEES, AND PAYMENT.** Client shall pay the charges and annual fee for Platinum Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of the renewal term. At its sole discretion, Paradigm may increase its license fee and its charges for support and services by giving Client at least ninety (90) days' notice prior to the affected term. If Paradigm provides services not expressly agreed to in this Agreement or in its Addenda, Client will be charged and agrees to pay for them at Paradigm's then-applicable rates. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and Client agrees to pay any such tax Paradigm may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of Client to pursue.
2. **CLIENT RESPONSIBILITIES.** Client agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to Client hereunder and to provide, install and maintain, at no cost to Paradigm, for the duration of this Agreement, an adequate connection for remote support approved by Paradigm. Client shall allow Paradigm access to the Software via this connection for the purpose of providing Platinum Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.
3. **COVERAGE.**
 - 3.1 **Software.** The Software eligible for Platinum Support Services (as defined below) are *WeighStation*® CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to Client from time to time under warranty (the "Software"). Support Services will be provided exclusively for the Client's currently supported version of Software, running on the operating system version approved by Paradigm. The supported version refers to any build released by Paradigm within the past 24 months. The Client agrees to remain current (within the last 24 months) by either installing the latest build of the Software as provided by Paradigm or engaging with Paradigm to install the latest build for the Client.
 - 3.2 **Hardware.** Paradigm shall provide remote assistance in the support, repair, and replacement of Hardware (the "Hardware") listed in this Agreement. Support will be provided using the Client's assistance and remote computer connection to diagnose and repair the reported problems or issues. If Hardware replacement is required, the Client will provide installation services of such Hardware unless onsite service is requested and quoted separately. The Hardware covered under this Agreement are listed in Exhibit D (Hardware Inventory Warranty Schedule). The quantity identified in Exhibit D will reflect the number of spare Hardware provided to the Client at any one time. Paradigm will be responsible for providing replacement Hardware once said Hardware has been pulled from the shelf and the failed Hardware meets the requirements of replaceable Hardware. Failed Hardware will be repaired/replaced at the sole

discretion of Paradigm after an evaluation of the Hardware. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with, force majeure, or vandalism of any Hardware. If Paradigm determines the failed Hardware meets the guidelines of a covered repair/replacement within this Section 3.2 and the Hardware is listed in Exhibit D, Paradigm will ground ship the replacement spare Hardware to the Client. If Paradigm determines the failed Hardware does not meet the guidelines of a covered repair/replacement, the Client will be provided with a quote for the spare replacement Hardware.

The Client shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Client's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt of the failed Hardware. The Client will be responsible for any associated freight charges with returning Hardware for repair, replacement and/or evaluation. PARADIGM will provide alternative Hardware, as needed, which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware, at the time requested. Paradigm will acquire and own the Client inventory listed in Exhibit D of Addendum A.

4. **PLATINUM SUPPORT SERVICES.** During the term of this Agreement, Paradigm will provide the Client with its Platinum Support Services described in this paragraph. Subject to the license granted to the Client in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to the Client by Paradigm describing the use of the Software (the "Documentation"). Such Platinum Support Services will be promptly provided after the Client has identified and notified Paradigm of any such error in accordance with our Service Levels. Platinum Support includes the semi-annual installation of Software updates on the Client's workstations, servers, or other hardware in both test and production environments. This service will be performed by Paradigm staff at a mutually agreed-upon time. Platinum Support will not include the re-installation of the Software and Paradigm will charge current hourly rates for the re-installation of Software on a new machine or a machine that the Client opts to update the operating system or other associated hardware. Paradigm will provide reasonable telephone consultation in the use and operation of the Software 24 hours a day, seven (7) days a week, except company holidays ("Business Hours"). Client's calls into Paradigm's Support and Services line will receive priority placement in the queue. Clients will receive up to two (2) hours of solution tuning quarterly. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the client's operation.
5. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, Paradigm shall provide Client with Platinum Support Services for a period of five (5) years.. The term of the license of the Software is governed by Addendum A hereto. Client agrees that if a renewal Agreement is not in executed by the expiration date of this Agreement, Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm.
6. **OTHER SERVICES.** Client agrees to pay Paradigm's then applicable rates and charges for services not included in Platinum Support Services, together with all costs incurred in connection

therewith. Investigation and research for Client identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to Client as such other services.

7. **PROPRIETARY RIGHTS.** Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by Paradigm under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Paradigm and shall be available for use by Client under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, Paradigm retains all right, title, and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Client by virtue of any portion of this Agreement.
8. **TERMINATION.** Paradigm may terminate this Agreement upon the failure of Client to perform or observe any covenant or obligation set forth herein, including, but not limited to, Client's failure to pay fees and charges, provided Paradigm has given Client thirty (30) days prior written notice of the failure, and Client has failed to cure such failure within such time. Upon termination, the Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm. Upon termination, the obligations of Client set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Paradigm's rights of repossession may be enforced by Software disablement. Client may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to Paradigm.
9. **CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Notwithstanding this provision, the Parties understand the Client is subject to the California Public Records Act and Public access to information must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the California Public Records Act and or the Freedom of Information Act.
10. **NO WARRANTIES.** CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO PLATINUM SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY,

IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION ADDENDUM.

11. **LIMITATION OF LIABILITY.** PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR PLATINUM SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.
12. **BENEFIT OF THE BARGAIN.** CLIENT UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY IN ADDENDUM A, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CLIENT ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.
13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Client may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of Paradigm.
14. **ESCROW.**
 - 14.1 Escrow Agent. Safe Secure Escrow, LLC (the "Escrow Agent") has entered into an Agreement with Paradigm and accepted and currently holds on deposit a single copy of the source code for the *WeighStation*® CW6 computer program ("Source Code") that has been licensed to Client pursuant to the Agreement. Paradigm shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Source Code as specifically provided in this Section 14. Escrow Agent will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to Client, but only under the conditions specified in this Section 14. Upon reasonable request, and at Client's cost, Client may examine the copy of the Source Code to verify compliance with the

terms hereof. Such examination shall be conducted on a computer to be made available by Paradigm at its premises in Cockeysville, Maryland.

14.2 Conditions for Escrow Release. Client shall be entitled to receive from Escrow Agent and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) Paradigm releases the Source Code to other licensees as a matter of general policy; (ii) Paradigm refuses to offer Client error correction services or changes required to comply with federal regulations at Paradigm's standard rates and on its standard terms and conditions; (iii) Paradigm becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the happening of any Release Condition, Client may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Section 14 of Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which Client desires to have released; and (iv) be given within sixty (60) days of Client's knowledge of the happening of the applicable Release Condition. Upon receipt of the Notice, Escrow Agent shall send a copy to Paradigm by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If Paradigm denies or disputes an alleged Release Condition, Paradigm shall, within sixty (60) days after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute. Escrow Agent shall send a copy of the Statement to Client by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Agreement. If Escrow Agent does not receive the Statement within the applicable time period, then Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code to Client. Upon delivery to Client under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement. In the event that Paradigm delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a copy of the Source Code or any part thereof, to Client unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Paradigm and Client requesting release to Client. The Escrow Agent shall withhold release of the Source Code to the Client if any fees or costs owed by the Client to Paradigm are unpaid.

14.3 Termination and Cancellation. The delivery of a copy of the Source Code to Client hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's software support obligations under the Agreement and all other agreements between Paradigm and Client. In the event a copy of the Source Code is provided to the Client, Paradigm shall retain all right, title and interest in and to the IP as provided by Section 7 of this Platinum Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Platinum Support Services shall remain in effect.

14.4 Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Source Code. The Escrow Agent cannot and does not warrant the content of the Source Code that it receives from Paradigm, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, Escrow Agent nor Paradigm shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. Paradigm and Client shall jointly and severally indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement. Paradigm and Client acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder.

14.5 Intellectual Property. The release of the Source Code to Client will not act as an assignment of any intellectual property rights that Paradigm or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of Paradigm. In the event that Escrow Agent releases the Source Code to the Client, Client shall be permitted to use the Source Code only to the extent of Client's license pursuant to the Agreement.

14.6 Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Client and Paradigm that Escrow Agent has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that Client and Paradigm mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing Escrow Agent shall not be or become liable to a party, or (iii) by written settlement between Client and Paradigm.

15. 14.7 Resignation. The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Paradigm and the Client. The Escrow Agent will deliver the Source Code upon the

joint written direction of Paradigm if received within thirty (30) days of the date on the Escrow Agent's notice of resignation. If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by Paradigm.MISCELLANEOUS.

15.1 Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations, and proposals, written and oral, relating to the subject matter hereof. Client expressly acknowledges, agrees, and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. Client agrees that no contrary terms and conditions of any subsequent Client purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

15.2 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

15.3 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

15.4 Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by Paradigm at its offices in Cockeysville, Maryland. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Baltimore County, Maryland.

15.5 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor Client may employ or solicit to employ persons employed by the other.

15.6 Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which Client or Paradigm are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that Client or Paradigm, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

15.7 Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

15.8 Limitations. Any cause or action against Paradigm arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon Paradigm not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

15.9 Independent Contractors. Nothing in this Agreement shall make Paradigm and Client partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

15.10 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

ADDENDUM A
System Implementation

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of the Platinum Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the Client a license to use the Software as set forth herein below. Client agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. **CLIENT RESPONSIBILITIES.** Client shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. Client shall make available qualified personnel to be trained by Paradigm in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. Client shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **TRAINING.** Paradigm shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the Client and shall be invoiced to Client in accordance with the above provisions.
3. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made per the milestones provided herein. Exhibit B hereto shall specify who will install and set up the Hardware. Paradigm will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm (including software) are as provided by the applicable third-party manufacturers and the warranty begins the date Paradigm receives the Hardware. Good and merchantable title and risk of loss in and to the Hardware shall pass to Client upon delivery of each respective Hardware item to the carrier at the manufacturer's or Paradigm's loading dock as appropriate. Client shall pay or reimburse Paradigm for all costs of Hardware, shipping, rigging, transportation, duties, taxes and insurance which shall be invoiced to Client in accordance with the above provisions. All Hardware returns must be in their original packaging and free of damage. The Client is responsible for paying any related shipping costs. A restocking fee will apply to all hardware returns.
4. **SECURITY.** Paradigm reserves a security interest, for the amount of all outstanding payments due to Paradigm hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until Client's payment obligations for all Hardware and Software are fully discharged. Client hereby appoints Paradigm as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its

security interest, and Paradigm shall, at the request of Client, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. **GRANT OF LICENSE.** Upon acceptance of the Agreement and the acceptance of this Addendum A, Paradigm hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of Paradigm's current, standard user manuals and training materials ("Documentation"). Paradigm reserves all rights, privileges and interests not expressly granted to Client, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.
6. **TERM AND RENEWAL.** The term of the license herein granted is five (5) years commencing with the date of acceptance of this Agreement by Paradigm, unless terminated earlier as provided herein (the "Term"). Upon termination of the license or earlier termination of this Agreement as provided for in the Agreement, the license granted to Client in Section 5 hereof shall immediately cease, and Client shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation. Client agrees that if a renewal Agreement is not in executed by the expiration date of this Agreement, Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm.
7. **SCOPE.** A single, executable copy of the object code version of the Software may be used by Client for testing purposes and for processing of data, but such data shall be strictly limited to data of Client created or used in the connection with Client. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. Client shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. Paradigm shall provide Client with a single, back-up copy of the Software which Client shall keep in a secure location reasonably approved by Paradigm in advance. Client shall place on all copies of the Software any notice, including, copyright notice, requested by Paradigm.
8. **TITLE AND OWNERSHIP.** Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to Client, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Paradigm on loan during the term of the license granted pursuant to this Agreement. Client shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of Client purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. Client hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. Client agrees that the Software,

Documentation and related materials, techniques and procedures furnished by Paradigm to Client hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. Client shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by Paradigm. Unless Paradigm agrees otherwise, Client shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to Client's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. Paradigm will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) Client immediately notifies Paradigm in writing of such claim or action; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for Client the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will refund or credit to Client the license fee paid by Client under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) Client will return the original and all whole or partial copies of the Software to Paradigm; and (iii) the license granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. Client shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software.
10. LIMITED WARRANTY. Paradigm does not warrant that the Software or the Documentation is free of errors or defects or that it meets Client's requirements. Paradigm warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to Client's site, when operated as recommended. Paradigm will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. Client shall allow Software access to Paradigm through dedicated remote communications for this purpose. The foregoing is Client's sole and exclusive remedy, and Paradigm's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon Client's written notice to Paradigm, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

EXHIBIT A

Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of *WeighStation*® CW6 (“*WeighStation*® CW6”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the Client and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

Paradigm’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm’s resource assignments for the Project. This Implementation Plan will be reviewed, modified, and accepted by both parties.

Paradigm’s Project Manager will be responsible for:

- Submitting the detailed Implementation Plan to the Client by an agreed upon date after the execution of the Agreement.
- Ensuring *WeighStation*® CW6 interfaces with scale regardless of make or model, provided scale has appropriate interface.
- One-time import of accounts, trucks and rates from current system to *WeighStation*® CW6 and historical transactional data if agreed to within the Agreement.
- Providing regular progress reports as the situation warrants and/or as the Client reasonably requests, including meeting/interviewing with Client Personnel throughout the Project as required.
- Meeting/Interviewing Client Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
- Working with the Client’s Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- Making required modifications to the Milestones in order to obtain necessary approval(s).
- Serving as Paradigm’s key contact for the Client.

The Client’s Project Manager will be responsible for:

- Ensuring the mutually agreed project management communication methodology is followed.

- Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the Client) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.
- Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any Client comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the Client by Paradigm.
- Providing clarification and applicable instructions as requested by Paradigm throughout the Project.
- Monitoring Paradigm work progress and Milestones; and providing overall direction, management, and leadership for the Client Project team.
- Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the Client mutually agree to an extended response time.
- Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- Using his/her best efforts to obtain signoff and approval from the Client, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at Paradigm's/Client's facilities as needed during the Project provided that should Paradigm request resources from the Client, such request must be reviewed and approved by the Client Project Manager. The Client will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The Client will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The Client will make available to Paradigm the necessary Client Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

- Client's Project Manager: The Client's Project Manager(s) will be the focal point of decision-making and communications between Paradigm and the Client.
- Client's Project Team: Under the direction of the Client Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- Paradigm's Project Manager: The Paradigm's Project Manager is responsible for the Milestones and will ensure overall Client satisfaction for the Project.
- Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The Client and Paradigm will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

- The Objectives for the Project are for Paradigm to implement a fully integrated scale house software solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation, and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- *WeighStation*® CW6 must include the ability to do the following:
 - Must integrate with a Payment Card Industry (PCI) compliant solution for credit card processing.
 - Collect the required information on all loads entering and leaving the Client's facility.
 - Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
 - Track all material and tonnages disposed of by paying customers, residents, contractors, and charities.
 - Collect and manage information on loads, tonnages, and balances by material type.
 - Calculate the appropriate charges for loads entering and leaving the sites.
 - Provide fraud controls and audit functions.
 - Track account balances for customers (if using the Accounts Receivable and Aging Module).
 - Collect account information to support the following accounts types and activities:
 - Cash
 - Charge accounts
 - Check
 - Invoicing
 - Process payments
 - Credit Cards (if WeighPay has been purchased)
 - Provide Reporting capabilities including:
 - Operational reporting
 - Management reporting
 - Retrieve information to plan new programs and improve productivity in facility operations.
 - Implement the requirements identified in the Agreements.
 - Ad-hoc reporting.
 - Other functional requirements as specified in the Agreement.

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in Client record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, feature enhancements or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide Client with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for Client to complete.
- Introduce Client to our website to track incidents.
- Provide Client with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to Client.

Paradigm will be responsible to:

- Initiate a kick-off meeting which will include a site survey with the Client Project Team to review and confirm the Client requirements. This will include confirmation and verification of the hardware the Client will need to acquire (if any) to deploy the Software within the Client's environment.
- Leverage the existing Client infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Client with general requirements for electrical and communication connections for each equipment location included in the project.
- Provide a Testing Plan for the testing of *WeighStation*® CW6 in the Client's environment, including a list of Client staff positions that should be involved in the testing which will also be provided to the Client Project Manager for acceptance; however, notwithstanding, the Client shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- Determine the dates for which the requirements identified as "Feature Enhancements", and which were priced in the Agreement will be available based upon mutual agreement.
- Establish the work efforts and the resources necessary for the Project.
- Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
- Provide a detailed role-based Training Plan for the Client's users of *WeighStation*® CW6 and Client's staff assigned to support the application; the Training Plan will be delivered to the Client Project Manager for acceptance.
- Purchase and configure all hardware provided by Paradigm as listed on Exhibit B in this Agreement.

Client will be responsible to:

- Provide Paradigm with a copy of the database from the current system for conversion requirements (if applicable).
- Provide Paradigm with the appropriate technical resources and information to be used to create the Client's database.
- Review, comment and if acceptable, approve the hardware specifications.
- Ensure that Paradigm has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the Client for installing and configuring *WeighStation*® CW6.
- Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- Client to order any hardware as necessary to support *WeighStation*® CW6. Paradigm to provide Minimum/Recommended System Requirements.
- Create a checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. Milestone 4 – Programmer to Search for CustCode Specific Feature Enhancements

- Paradigm task to assign programmer to search CW5 code for Client specific programming/comments.
- Create additional incidents if feature enhancements are necessary.

5. Milestone 5 – Facility Survey Review

- Paradigm and Client to review completed survey.

6. Milestone 6 – Vision Diagram/Documentation

- Client to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
- Paradigm will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view
 - PDM
 - Unattended

7. Milestone 7 – Collect Data

- Client to provide current CW5 database and INI files from Office and all remote sites.
 - OF2 files will help determine office settings.
 - WS2 files will help determine scale settings.
 - Dev files will help determine existing hardware in use.

8. Milestone 8 – Create Version 6 Database and Folder Structure

- Paradigm will use DBUpdate6 to create *WeighStation*® CW6 Database and Folder Structure.
- Client to inform Paradigm on which version of SQL will be used.

9. Milestone 9 – Review Conversion INI Tool and INI Files

- Paradigm will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
- Paradigm to review any device INI files to search for existing hardware.
- Paradigm to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
- Paradigm Implementation Specialist will closely examine the table limiting by site settings.
- Paradigm to review the [SiteCode] column in the rates table in conjunction with these settings.

- Paradigm will make sure *WeighStation*® CW6 is configured properly to match the actual behavior of CW5.
- Relevant CW5 INI settings:
 - WS2
 - [Main]
 - PTRange
 - VTRange
 - OTRange
 - MaterialRange
 - DTRange
 - ET1Range
 - ET2Range
 - ET3Range

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- Paradigm to use DBUpdate6 to convert all setup tables and approximately 1 year (most recent) of historical transactions.
 - Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest *WeighStation*® CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
- Discuss with Client the plan if setup data will be loaded again in the future. At some point, Client will likely have to add accounts/setup information in current and *WeighStation*® CW6 prior to Go-Live if substantial configuration within *WeighStation*® CW6 has taken place that we can't overwrite.

Paradigm will be responsible to:

- Provide the full system Implementation Plan with timelines and Milestones.
- Create conversion scripts or routines from sample data provided by the Client.
- Review with the Client and rectify sample data script conversion errors until Client Acceptance of the converted data.
- Perform data conversion(s) as needed and load onto the target platform.
- Install *WeighStation*® CW6 at the Client facility in accordance with the full system Implementation Plan.
- Install and configure the hardware on the required lanes.

Client will be responsible to:

- Provide sample data as required.
- Review the data mapping document, if such document is necessary.
- After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
- Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once *WeighStation*® CW6 is accepted.
- Make sure Client Personnel, space and other resources are available for Scale House Software Solution deployment to all Client Sites.
- Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.

- Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- Paradigm and Client will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having a Test Environment:
 - Allows the Client to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The Client can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
 - Allows Client's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
 - Allows Client's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the Client Test Environment will be completed by the Client (with assistance provided by Paradigm) as proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- Deliver and install software and hardware for the Client.
- Successful acceptance test of all required and proposed functions.
- Successful demonstration that the Solution's performance and capacity meets the Client's requirements, and in accordance with Paradigm's documentation.
- Preliminary training of users. The testing period will include:
 - Collect the required information on all loads entering and leaving the Client's facility.
 - Correction of all errors or failures in hardware, software, configuration, feature enhancements, interfaces, or conversion.
 - Modifications to required Documentation.

Client will be responsible to:

- Review and approve the draft acceptance test proof of concept document.
- Execute, review, and approve acceptance test results.
- Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- Paradigm and Client will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- Paradigm and Client will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- Paradigm will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.

- The guide is critical for Client user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply Client with electronic CW and WS Training guides and manuals.

Paradigm will be responsible to:

- Review and identify out of the box and customizable functionalities.
- Document integration point(s) and interface(s) requirements.
- Review the sample data provided by the Client and develop data conversion plan for data migration.
- Prepare a draft acceptance test plan for the Client's review and consideration.
- Install *WeighStation*® CW6 on the Client's Test Environment.
- Configure and customize the *WeighStation*® CW6 to meet the requirements of the Agreement.
- Test *WeighStation*® CW6 on the Client's Test Environment.
- Assist the Client in conducting its preliminary acceptance test.
- Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

Client will be responsible to:

- Provide Paradigm with details surrounding any customizable functionalities.
- Review of the Paradigm recommended preliminary acceptance test plan and development of the Client's preliminary acceptance test plan.
- Review and approve the data migration plan.
- Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- Paradigm to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

15. Milestone 15 – Remote Training

- Paradigm to provide Client with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate Client reports prior to going onsite.
 - Run through *WeighStation*® CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- Paradigm and Client to test and configuration of hardware provided in the Agreement.
- Paradigm and Client to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – Paradigm Data Messaging “PDM” Configuration (if purchased)

- Paradigm to successfully install and test PDM prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- Client to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.

- Client to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- Client to provide Paradigm with Email credentials and mail relay information.
- Paradigm will configure Email within the software.
- Client will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- Paradigm and Client to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – Paradigm and Client to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements, as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- Client to provide responses to the following questions (additional questions may be necessary):
 - Does Client do pre-authorizations?
 - Does Client use Store and Forward?
 - Does Client require signatures?
 - Does Client let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- Client to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- Paradigm and Client will discuss any custom reports needed either from upgrade from CW5 or if they were specified and agreed to in this Agreement.
- Paradigm to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- Client to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to train Client on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- Client to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
 - Client will provide export file requirements.
 - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm's AR and Aging:
 - Client will provide Invoice and Statement layouts.
 - Client will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- Paradigm Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with Client and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with Client.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- Paradigm to present Client with the specific schedule of the events that will occur while on-site.
- Client to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

- Paradigm to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If Client's DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the Client's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables (Purge and Reload)
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)
 - Purge Audit Logs (Use DBUpdate)
 - Reset Sequence Numbers
 - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- Paradigm and Client will participate in this Milestone to cutover from the current solution to *WeighStation®* CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.

- Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- Paradigm will review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the Client to assist with understanding the transition from the Implementation Division to the Support and Services Division.

32. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or feature enhancements that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

- Paradigm's Implementation Manager will schedule a call with the Client's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the Client and if there are any open items that need to be address.

34. Milestone 34 – Introduction to the Support and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and Client's Primary Contact to introduce the Support and Services Manager and detail the support process to the Client to ensure Client is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact Client's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

EXHIBIT B
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
1	FF	Upgrade to CW6 - Includes all currently owned licenses, modules and customizations - does not include the re-creation of reports. CW6 was completely re-written from the ground up and contains many improvements in workflow and functionality. As this is a completely new version, it is the client's responsibility to test all aspects of the system as it pertains to the customer's business. Paradigm does not warrant that all base functionality in CW5 will be in CW6, nor do we warrant that every aspect of the system will work in the new version exactly as it did in CW5.	\$27,550.00	\$27,550.00
2	LN	WeighStation® Program License - Recycling/Buy Back Facility and Kiosk Lane	\$5,775.00	\$11,550.00
1	LN	Unattended Module - Right and Left - Includes device server management	\$2,575.00	\$2,575.00
1	FF	Alerts / Rules Module	\$2,625.00	\$2,625.00
1	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00
1	FF	Paradigm Distributed Messaging Module (1-5 lanes)	\$2,625.00	\$2,625.00
2	LN	Video/Picture Module - Hardware not included	\$1,575.00	\$3,150.00
1	FF	Export to Third Party Accounting Package (GL only) - Base amount for GL only export to third party accounting. Changes to specifications or requirements may change this fee.	\$2,000.00	\$2,000.00
1	FF	Web Reporting and Payment Module - This is a Paradigm hosted solution. Hosting fees will be invoiced monthly based on prior months usage. Client must enter into an agreement with the Paradigm ACH and/or credit card provider. This module requires the Accounts Receivable and Aging Module.	\$19,995.00	\$19,995.00
1	FF	Software Discount	(\$7,750.00)	(\$7,750.00)
4	EA	Camera (Dome) P3267-LV - P3267-LV 5MP Network Dome Camera with Night Vision & 3-8mm Lens	\$934.20	\$3,736.80
2	EA	Kiosk - Stainless Steel - 30x24x12 - NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.	\$8,011.98	\$16,023.96
2	EA	Touch Screen Monitor - Abraxsys (15 inch) - 15" High-Bright, Stainless Steel Bezel, XGA resolution,	\$3,084.75	\$6,169.50

		Hardened Armored Resistive Touch, VGA/DP/DVI w/ Locking DVI-to-HDMI cable, AC Power (fixed)		
2	EA	Video Extender HDMI 4K (up to 300 ft) - includes HDMI cable for kiosk	\$533.00	\$1,066.00
3	EA	Proximity Card Reader - One affixed to each kiosk. One for office use.	\$425.00	\$1,275.00
2	EA	Kiosk Thermal Receipt Printer	\$850.00	\$1,700.00
2	EA	Case Kiosk Thermal Receipt Paper (8 Rolls)	\$172.27	\$344.54
1	EA	Intercom Master (IP) - This is the Master Station and Transformer. Client must provide POE switch.	\$1,870.64	1,870.64
2	EA	Intercom Sub-Station with Horn (IP) - This is the remote Sub-Station and Horn. Client must provide POE switch.	\$1,253.19	\$2,506.38
100	EA	Proximity Card	\$5.00	\$500.00
3	EA	4-port Extended Temperature Serial Server (Perle)	\$1,246.05	\$3,738.15
3	DY	On-Site Install/Training – Implementation - Two Specialists - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.	\$8,166.66	\$24,499.98
40	HR	Remote Install/Training – Implementation - During normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - customer will be invoiced for time used.	\$225.00	\$9,000.00
1	FF	Taxes 9.25% Of Non-Service Line Items**	\$9,696.40	\$9,696.40
<u>Licensing, Feature Enhancements, and Implementation Total:</u>				<u>\$148,022.35</u>

**The Client is solely responsible for remitting any applicable taxes to the appropriate taxing authorities. Paradigm will not invoice, collect, or remit such taxes on the Client's behalf.

EXHIBIT C
Licensing, Feature Enhancements, and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$38,930.97
40% - Due Upon Contract Execution	\$39,757.99
30% - Due Upon Receipt of Baseline Software	\$29,818.49
25% - Due Upon Go-Live	\$24,848.75
5% - Due 30 Days After Go-Live	\$4,969.75
	<u>\$138,325.95*</u>

Annual Platinum Support Services and Service Fees Payment Schedule

Percentage Due:	Amount Due:
10/01/2025-09/30/2026	
Annual Platinum Support – Includes Semi-Annual Software Updates	\$40,911.42
WeighPay Service Fee (Transaction Tier <5,000 transactions per month)	\$8,700.00
Hardware Inventory Warranty Service – Exhibit D	\$8,500.00
Web Hosting Fee	\$9,000.00
	<u>\$67,111.42*</u>
10/01/2026-09/30/2027	
Annual Platinum Support – Includes Semi-Annual Software Updates	\$42,138.76
WeighPay Service Fee (Transaction Tier <5,000 transactions per month)**	\$8,961.00
Hardware Inventory Warranty Service – Exhibit D	\$8,755.00
Web Hosting Fee	\$9,270.00
	<u>\$69,124.76*</u>
10/01/2027-09/30/2028	
Annual Platinum Support – Includes Semi-Annual Software Updates	\$43,402.93
WeighPay Service Fee (Transaction Tier <5,000 transactions per month)**	\$9,229.83
Hardware Inventory Warranty Service – Exhibit D	\$9,017.65
Web Hosting Fee	\$9,548.10
	<u>\$71,198.51*</u>
10/01/2028-09/30/2029	
Annual Platinum Support – Includes Semi-Annual Software Updates	\$44,705.01
WeighPay Service Fee (Transaction Tier <5,000 transactions per month)**	\$9,506.72
Hardware Inventory Warranty Service – Exhibit D	\$9,288.18
Web Hosting Fee	\$9,834.54
	<u>\$73,334.45*</u>
10/01/2029-09/30/2030	
Annual Platinum Support – Includes Semi-Annual Software Updates	\$46,046.16
WeighPay Service Fee (Transaction Tier <5,000 transactions per month)**	\$9,791.93
Hardware Inventory Warranty Service – Exhibit D	\$9,566.82
Web Hosting Fee	\$10,129.58

\$75,534.49*

Estimated Grand Total

\$504,325.98*

**Client's WeighPay Service Fee may be adjusted based on actual transaction per month

EXHIBIT D
Hardware Inventory Warranty Schedule

Qty	Description
1	Hardware Inventory Warranty Service - Paradigm shall provide remote assistance in the support, repair, and replacement of Hardware listed in this quote, including any other hardware components required for system operations (i.e. power supplies). Support will be provided using the Client's assistance and remote computer connection to diagnose and repair the determined problems or issues. The Client will be responsible for the installation of any failed hardware. Failed Hardware will be repaired/replaced at the discretion of Paradigm after evaluation of the failed Hardware. Paradigm shall not be responsible for any misuse, neglect, or abuse of, tampering with, force majeure, or vandalism of any Hardware and the Client will be invoiced for the repair/replacement of such Hardware. The Client shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Client's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt and evaluation of the failed Hardware. The Client will be responsible for any associated freight charges with returning Hardware for repair, replacement and/or evaluation. Paradigm will provide alternative Hardware as needed which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware at the time requested. Paradigm will acquire and own the Client inventory listed in this quote. Client will maintain a local inventory of one (1) each of the items listed below. Touch Screen Monitor - Abraxsys (15 inch) Proximity Card Reader Kiosk Thermal Receipt Printer Intercom Master (IP) Intercom Sub-Station with Horn (IP) Signature Capture Device (Wireless) - Tablet 4-port Extended Temperature Serial Server (Perle) Indoor Thermal Receipt Printer (Serial+USB+Ethernet)

*Exclusive of any applicable taxes.

ADDENDUM B

Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- “**Business Day**” shall refer to 7:00 a.m.to 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays.
- “**Custom Hardware**” means all hardware assembled or manufactured to meet Client specifications and supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Incident**” means any Client query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the Client purchased or leased from Paradigm.
- “**Hardware**” means all hardware supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Software**” means all software supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Statutory Holidays**” – the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year’s Day** – January 1st if it falls on a weekday, else the Monday following.
 - **Good Friday** – Friday before Easter Sunday.
 - **Memorial Day** – The last Monday in May.
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following.
 - **Labor Day** – The first Monday in September.
 - **Thanksgiving** – The fourth Thursday in November.
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day.

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between Paradigm and the Client for support services to be provided by Paradigm to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Software.

3. Objectives of Service Level Requirements

The Client and Paradigm acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between Paradigm and the Client to

ensure effective support for the Client's end users.

- To document the responsibilities of the Client and Paradigm with respect to the Service Level Requirements.
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service which can be expected by the Client.
- To detail the information Paradigm requires from the Client in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the Client and Paradigm to communicate credible and reliable information.

First, the Client and Paradigm acknowledge and agree that it is important that there be a clear chain of communication between Paradigm and the Client.

Second, the Client and Paradigm acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to Paradigm; in some instances, Clients/Partners may support Types 1-4 in part or in whole.

During the provision of Platinum Support Services, Paradigm is required to comply with the Client's protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Client of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by Paradigm per manufacturer's warranty)
- Inform Client of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents

- Problem replication
- Third-Party software integrations (provided by Paradigm)
- Inform Client of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to Client for installation in Test Environment
- Provide Updates to Client for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Feature enhancements

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with Client; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by Client
- Advise on Best Practices

5. Service Level Requirements

5.1 Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the Client and Paradigm under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases Client operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the Client until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).

3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).
5	Wish List	Suggestions for improvement, ideas or input from Clients that would be considered for future updates or upgrades to the application.

5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Client or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the Client or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and Client representative
3 Medium	Respond immediately to the Client or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and Client representative
4 Low	Respond immediately to the Client or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and Client representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Client’s operations, the Client can escalate and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Client management contacts.

Response Time Exceeded	Client will contact Support and Services Manager to expedite response
Corrective Plan Time Exceeded	Client will request Support and Services Manager to support problem diagnosis

6. Paradigm Support and Services Hours of Service

Emergency Severity Incidents – Paradigm offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of Addendum B**, with response time for Emergency Incidents **within one hour**.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 p.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the Support and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with Paradigm in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. Client Primary Reporting Responsibilities

Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation. The Client will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on Client Operations:
- Other pertinent information (as appropriate):
- The Client will supply Paradigm with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Paradigm can investigate reported problems.
- To maintain ongoing Platinum Support Services, the Client is responsible to ensure all Support payments to Paradigm are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Client and Paradigm.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the Client or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- Client infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

Information Technology Software Agreement 32600028 with Paradigm Software for Software for Scale House Operations for the Environmental Resources Division

Public Works and Transportation Committee
July 22, 2025

Eric Zetz
Environmental Resources Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Information Technology Software Agreement with Paradigm Software for a total amount not to exceed \$504,325.98 for a term of five years ending September 30, 2030.

- Del Norte Regional Recycling and Transfer Station (Del Norte) completes over 20,000 customer-billed account transactions annually. Customer-billed account activity of this magnitude requires a module for accounts receivable and aging for tracking the numerous paid and unpaid invoices from customer accounts.
- Currently, Del Norte utilizes Paradigm Software Program Version 5, which is over ten years old, to manage scale operations.
- The system includes two core modules:
 - WeighStation Module – captures inbound and outbound weight data, material type, tipping fees, and customer account details.
 - CompuWeigh Module – manages A/R processes including customer billing, payment application, and aging reports for delinquent accounts.

- The software provides tools for applying finance charges, generating open and aged item reports, managing closed accounts, processing payments and adjustments, and producing monthly customer statements.
- It also maintains comprehensive reference data, such as customer accounts, tipping rates, vehicle information, and waste source/destination sectors.
- The software system must be compatible with these scales and any future scale installations.

- The existing Paradigm Software system at Del Norte, which is more than ten years old, has been functional but limited in scalability and integration, particularly with respect to incorporating newer hardware and meeting evolving operational needs.
- The aging CompuWeigh module, while capable of basic A/R functions, lacks the flexibility and automation features now considered standard in modern solid waste scale management systems.
- Due to its age, the system also has cybersecurity vulnerabilities in its underlying IT infrastructure which must be remediated or replaced.

- To modernize operations, the City issued Request for Proposal (RFP) 25-32 on October 1, 2024, seeking a comprehensive, fully integrated software solution tailored for solid waste management scale operations.
- Four proposals were received by the submission deadline of October 29, 2024. Following a detailed evaluation process based on company qualifications, staff expertise, relevant experience, and overall responsiveness, Paradigm Software was unanimously recommended for contract award by the review panel.

- The new Paradigm Software system offers several key improvements over the legacy system:
 - Enhanced Compatibility
 - Advanced Aging Reports
 - Data Migration
 - Modern Interfaces
 - Improved Security and Support
 - Scalability and Training

- Because the vendor is already familiar with the City's operations, the transition is expected to be smooth with no service interruptions.
- Paradigm's solution is fully compatible with the City's IT infrastructure and satisfies all procurement and legal requirements, including licensure, insurance, and active registration with the California Secretary of State.

- In summary, the new Paradigm Software platform will significantly enhance the City's scale house customer service and operations through improved functionality, greater system compatibility, and reduced reliance on manual processing.
- It is also expected to be compatible with new truck scales expected to be constructed under a future capital improvement project at the Del Norte facility.
- Staff would bring back for the City Council's consideration any renewal option past the initial five-year period.

- The total cost of the Agreement 32600028 with Paradigm Software shall not exceed the amount of \$504,325.98.
- Funds for FY 2025-26 have been programmed in the Environmental Resources Fund (631) in the Fiscal Year 2025-26 Budget.
- Funding for subsequent fiscal years will be requested during the annual budget process.



QUESTIONS