

Release Date: Monday, August 31, 2026



REQUEST FOR PROPOSALS

Construction Services for Wappo Park Pruning Project for Napa County Resource Conservation District

Deadline for Submission

Monday, September 21, 2026, at 5:00 p.m. PST

I. BACKGROUND INFORMATION:

Napa County Resource Conservation District ("Napa RCD") is working on the implementation phase for a tree pruning project at Wappo Park (**Project**) with funding provided by the USDA Forest Service with the intent of planning and implementing urban forest planting and stewardship, educate and empower citizens to become urban forest stewards, and develop county-wide workforce development programming to enhance and expand the urban forest management workforce in Napa County. The Napa RCD is a division of state government responsible for the conservation of soil, water, and related natural resources within Napa County.

The **Project** consists of pruning 77 trees within Wappo Park. The Contractor will be responsible for removing slash and debris off site.

Napa RCD is issuing a Request for Proposals (**RFP**) to select a qualified Contractor to implement the Project. For a more detailed description of the Project, see the draft Scope of Work in Exhibit A. Work may begin as early as fall 2026.

Napa RCD has prepared a draft Scope of Work in Exhibit A attached hereto and incorporated herein by reference ("Draft Scope of Work"). The final scope of work to be included in the Contract with the successful Respondent will be based on the Draft Scope of Work as well as the Proposed Scope of Work, provided by the successful Respondent in the Proposal Submittal section and may be the subject of negotiations between Napa RCD and the successful Respondent.

2. CONSTRUCTION CONTRACT REQUIREMENTS:

All Attachments referenced in this RFP can be found on Napa RCD's website (<https://naparcd.org/get-involved/rfps-and-rfqs/>).

A copy of the sample Professional Services Agreement ("Contract") typically used by Napa RCD is attached as Exhibit C. Respondents are strongly encouraged to have the Contract reviewed by their legal counsel and insurance company. Any objections and/or proposed changes to the Contract must be included in the Respondent's Proposal and are subject to Napa RCD approval.

In accordance with California Labor Code Section 1771, all workers engaged in performance of the specified contract work shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, including for holiday and overtime work as determined by the Director of Industrial Relations. See the Contract for more detail on prevailing wage requirements.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). **No contractor or subcontractor shall be qualified to bid or enter into any contract for public work, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.** Contractor shall provide proof of registration, including each subcontractor's DIR registration number, to Napa RCD with their bid package and upon execution of the Contract. See Exhibit D of the example Contract for example DIR requirements.

3. PROPOSAL SCHEDULE:

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP. Napa RCD reserves the right to modify the dates below by addenda to this RFP.

1. RFP released: Monday, **August 31**, 2026.
2. A **mandatory project site visit** will be held on Tuesday, **September 8th**, 2026, at 1:00 p.m. at Wappo Park 201 Pope Street, St. Helena CA. <https://maps.app.goo.gl/o2EgyzEpUSJDdx5j6> Contractors submitting a proposal must attend the project site visit to qualify for submitting a proposal.
3. Deadline for submission of interpretation and/or questions: Friday, **September 11th**, 2026, by 5:00 pm. PST. All questions should be submitted via email to: Ruby@NapaRCD.org
4. Answers to questions will be released no later than: Monday, **September 14**, 2026, at 5:00 p.m. PST. Answers to questions and Addenda will be answered by email to all bidders and posted on Napa RCD's website at <https://naparcd.org/get-involved/rfps-and-rfqs/>
5. **Proposals are due** on or before Monday, **September 21**, 2026, at 5:00 p.m. PST. Proposals shall be submitted by email to Ruby@NapaRCD.org, containing all information required by this

RFP. Hard copy responses will not be accepted. No changes or corrections to proposals will be accepted after the due date.

6. Interviews conducted: TBD, only if necessary.
7. Successful respondent notified no later than: Monday, September 28, 2026, at 5:00 p.m. PST.
8. Contracts executed: expected week of October 5th, 2026.

4. PROPOSAL SUBMISSION REQUIREMENTS:

The Contractor, at the time of proposal submittal, must be registered with the Department of Industrial Relations.

Licensing Requirements: The Contractor shall possess a current and active California Contractors State License Board C-49 (Tree and Palm Contractor) or C-61/D-49 (Tree Service) license appropriate for the work and shall maintain the required license throughout the duration of the contract. Pruning work shall be performed by, or under the direct supervision of, an International Society of Arboriculture (ISA) Certified Arborist. The Contractor shall provide documentation of all required licenses and ISA certification upon request by Napa RCD.

The Contractor shall obtain and comply with all other permits, approvals, notifications, and requirements applicable to the project.

Proposals shall be submitted by email to Ruby Stahel, Ruby@naparcd.org. Hard copy responses will not be accepted.

Proposals are due no later than September 21, 2026, at 5:00 p.m. PST. No late responses will be accepted. No changes or corrections to responses will be accepted after the due date.

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. Clarity and brevity are preferable to volume. Do not attach brochures or promotional materials to the Proposal.

A. Contractor Information/Cover Letter: Provide the company name, CSLB license number/class/expiration date, DIR registration number, primary contact information, identification of the ISA Certified Arborist who will perform or directly supervise the work, any proposed subcontractors, and an authorized signature.

B. Experience, Approach, and Schedule: Complete Exhibit B.

C. Cost Proposal: Provide a total lump-sum or not-to-exceed cost to complete all work described in Exhibit A, including labor, supervision, equipment, mobilization, debris removal/disposal, insurance, and all other costs necessary to complete the work. Identify any assumptions or exclusions affecting the proposed price.

D. Subcontractors: Identify any subcontractors proposed for the Project and their role, CSLB license number and DIR registration number, if applicable. If none, state "None."

E. Debarment or other Disqualification: Respondent must disclose any debarment or other disqualification as a supplier or vendor for any federal, state, or local entities. Respondent must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

By submitting its proposal, Contractor certifies, in accordance with California Public Contract Code section 6109, that neither the Contractor nor any subcontractor included on the list of proposed subcontractors submitted with the proposal is ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with California Public Contract Code section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

F. Exceptions to Contract. Identify any objections to and/or requested changes to the Contract.

5. EVALUATION PROCESS AND CRITERIA:

Napa RCD will review and evaluate the Proposals to ensure that each Proposal meets all the requirements identified in this RFP and **will award the contract to the Respondent who is deemed to provide the greatest advantage to the Napa RCD.** Napa RCD will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent that receives the highest score in the selection process will be selected to negotiate an Agreement with Napa RCD.

The following criteria will be used by Napa RCD in evaluating submissions:

Proposal Evaluation and Scoring

Napa RCD will evaluate responsive proposals based on the criteria below. Prior to scoring, proposals will be reviewed for compliance with the minimum qualifications and submission requirements identified in this RFP.

Minimum Qualifications – Pass/Fail

- Current and active California CSLB C-49 or C-61/D-49 license.
- ISA Certified Arborist available to perform or directly supervise the pruning work.
- Ability to meet required insurance and workers' compensation requirements.
- Current DIR registration, if applicable.

Proposals that do not meet the required minimum qualifications may be considered non-responsive and excluded from further evaluation.

Evaluation Criterion	Points
Relevant Experience and Qualifications – Demonstrated experience pruning mature oaks, redwoods, and similar park or landscape trees; qualifications of personnel assigned to the project. May consider the examples and references provided.	30
Approach and Understanding of the Work – Understanding of the pruning objectives, ANSI A300 standards, ISA Best Management Practices, site protection, cleanup, and overall approach to completing the work.	25
Schedule and Availability – Ability to complete the work within the requested project timeframe and coordinate with Napa RCD and the City of St. Helena.	15
Cost – Competitiveness of the proposed cost. Cost points will be calculated using the formula below.	30
Total	100

Cost Score = (Lowest Responsive Proposal Cost ÷ Proposal Cost Being Evaluated) × 30

The lowest responsive proposal will receive the full 30 points. All other responsive proposals will receive a proportionate score based on the formula above.

For the qualitative criteria of Relevant Experience and Qualifications, Approach and Understanding of the Work, and Schedule and Availability, evaluators may assign a rating from 0 to 5, which will be converted to the available points for that criterion.

5 - Excellent: Fully addresses the criterion and demonstrates exceptional qualifications or understanding.

4 - Very Good: Fully addresses the criterion with strong qualifications or understanding.

3 - Good: Adequately addresses the criterion and meets expectations.

2 - Fair: Partially addresses the criterion or contains minor weaknesses.

1 - Poor: Minimally addresses the criterion or contains significant weaknesses.

0 - Unacceptable: Does not address the criterion or fails to demonstrate the required capability.

Napa RCD may consider proposal scores, proposed cost, references, and clarification of proposal information in determining the proposal that provides the best value to Napa RCD.

Napa RCD reserves the right to award a contract based on written responses only, however oral presentations and written questions for further clarifications may be required of some or all of the respondents.

6. ADDENDA:

Napa RCD reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be

posted on the Napa RCD website. Each Respondent is solely responsible for checking the website for addenda, and for reviewing any and all addenda before submitting its Proposal.

7. MISCELLANEOUS:

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of Napa RCD and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The Napa RCD reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Work at any time, or to decline to award the Contract to any of the Respondents. The Napa RCD reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The Napa RCD reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the Napa RCD any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Work to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. Napa RCD employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by Napa RCD and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 et seq.) until after either Napa RCD and the successful proposer have completed negotiations and entered into an agreement or Napa RCD has rejected all proposals. All correspondence with the Napa RCD including responses to this RFP will become the exclusive property of the Napa RCD and will become public records under the California Public Records Act. Furthermore, the Napa RCD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Napa RCD may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the Napa RCD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

EXHIBIT A

SCOPE OF WORK

Wappo Park Pruning Project

Project Overview

The Contractor shall provide an ISA Certified Arborist to perform or directly supervise the pruning of existing park trees in accordance with ANSI A300 pruning standards and ISA Best Management Practices.

Pruning shall improve tree health, structural integrity, pedestrian clearance, and long-term canopy development while preserving the natural form of each tree.

Valley Oak and Blue Oak

Pruning shall include:

- Remove dead, damaged, and diseased branches.
- Remove crossing or conflicting branches.
- Reduce end weight by removing weakly attached or sharply angled limbs.
- Thin the crown where appropriate to reduce wind loading and improve light penetration.
- Provide clearance over sidewalks, trails, and park facilities to a minimum of 8-10 feet where appropriate.
- Remove no more than 25-30 percent of the live canopy during a single pruning cycle.

Coast Live Oak

Pruning shall include:

- Remove dead, damaged, and diseased branches.
- Thin the canopy to improve airflow and sunlight penetration.
- Provide a minimum clearance of 8-10 feet over pathways and park infrastructure where appropriate.
- Remove no more than 25-30 percent of the live canopy.

Redwood

Pruning shall include:

- Remove dead, damaged, and diseased branches.
- Remove crossing, rubbing, or inward-growing branches.
- Provide a minimum clearance of 8-10 feet over pathways and park infrastructure where appropriate.
- No topping or lion-tailing shall be permitted.

General Requirements

- All work shall be coordinated with Napa RCD and the City of St. Helena.
- Contractors shall protect existing vegetation, irrigation systems, park improvements, and utilities.
- Any damage resulting from construction activities shall be repaired at the contractor's expense.
- All green waste and debris shall be removed from the site and legally disposed of.
- Work shall comply with all applicable OSHA regulations, ANSI A300 standards, ISA Best Management Practices, and City requirements.
- Contractor shall immediately notify Napa RCD of any unforeseen site conditions that may affect the work.

Deliverables

Upon completion, the contractor shall provide:

- Completion of all specified pruning activities.
- Final cleanup of project sites.
- Notification to Napa RCD that work is complete and ready for inspection.

Mobilization

The Contractor shall furnish all labor, supervision, required professional and technical oversight, equipment, materials, transportation, and incidentals necessary to complete the Project. The Contractor shall notify Napa RCD no later than one week prior to mobilization.

All work will be performed under the direction of the Napa County Resource Conservation District (Napa RCD) Project Manager, in coordination with the landowner.

Project Schedule: The Project will occur in late October/early November with the **work complete by Nov. 9th 2026.**

General Requirements

Contractor shall provide all labor, equipment, tools, fuel, and supplies required to complete the work. Contractor shall comply with all applicable safety, environmental, and labor requirements.

Contractor shall attend a pre-construction meeting with Napa RCD prior to starting work and a final inspection after work is complete.

EXHIBIT B

Experience and Qualifications

1. Relevant Tree Pruning Experience

Briefly describe your firm's experience pruning mature oak, redwood, and similar park or landscape trees. Provide up to three (3) examples of comparable projects completed within the past five years, including the project name/location, type of trees pruned, general scope of work, and a reference name and contact information.

2. Proposed Approach

Briefly describe your approach to completing the pruning work at Wappo Park. Include how you will meet the pruning objectives described in the Scope of Work, protect existing trees and park infrastructure, manage pruning debris, and ensure work is performed in accordance with ANSI A300 standards and ISA Best Management Practices.

Identify the ISA Certified Arborist who will perform or directly supervise the work and briefly describe their relevant experience.

3. Schedule and Availability

Describe your firm's availability to complete the work within the anticipated project period. Provide your estimated duration for completing the pruning work and identify any scheduling considerations or limitations Napa RCD should be aware of.

EXHIBIT C
Sample Contract
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. [FILL OUT]

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California ("**NCRCD**") and [NAME FILL OUT] (DBA [DBA NAME FILL OUT]) located in City, CA ("**CONTRACTOR**"). The "**Effective Date**" of this Agreement is _____. NCRCD and CONTRACTOR may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

WHEREAS, NCRCD is authorized by Public Resources Code section 9408 to enter into contracts with Federal or state agencies to receive funds, and to enter into contracts with private persons to cooperatively expend funds, in furtherance of NCRCD purposes, and is further authorized by Public Resources Code section 9412 to provide technical assistance to private landowners to support projects that minimize resource degradation;

WHEREAS, NCRCD now desires to retain CONTRACTOR to provide services for the Project;
and

WHEREAS, CONTRACTOR is qualified and willing to provide such specialized services to NCRCD under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, NCRCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCRCD, in accordance with the terms and conditions set forth herein:

TERMS

1. **Term of the Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term, and the obligations of CONTRACTOR to NCRCD prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention) shall also survive the Term of this Agreement.

2. **Scope of Services.** CONTRACTOR shall provide NCRCD those services set forth in Exhibit

"A," attached hereto and incorporated by reference herein.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCRCD shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by NCRCD upon submission of an invoice in accordance with Paragraph 4 at the rates and in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of [FILL OUT] for professional services expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD Accounting & Administration Specialist who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment.

(b) Legal status. So that NCRCD may properly comply with its reporting obligations under Federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the NCRCD District Administrator upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or the State of California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, NCRCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCRCD may monitor the work performed by CONTRACTOR.

With the exception of funds describe in paragraph 3(e) of this Agreement, NCRCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and Federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NCRCD, in addition to any other rights or remedies which NCRCD may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NCRCD with certification of all such coverages upon request by NCRCD's District Administrator.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability or errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by

one or more certificates of coverage or, with the consent of NCRCD's Executive Director, demonstrated by other evidence of coverage acceptable to NCRCD's Risk Manager, which shall be filed by CONTRACTOR with NCRCD prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its NCRCD Agreement number; shall be kept current during the term of this Agreement; shall provide that NCRCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCRCD, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCRCD shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCRCD with respect to any insurance or self-insurance programs maintained by NCRCD. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCRCD's District Administrator, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCRCD's District Administrator, which approval shall not be denied unless NCRCD's District Administrator determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request of NCRCD's District Administrator if the District Administrator determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCRCD, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation, General Liability, and Professional Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) Indemnity for Design Professional Liability. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless NCRCD, its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "CONTRACTOR"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between NCRCD and CONTRACTOR) that liability is caused by the comparative negligence or willful misconduct of NCRCD, then CONTRACTOR's indemnification and hold harmless obligation shall not exceed CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.

Irrespective of any language to the contrary in this Agreement, CONTRACTOR has no duty to provide or to immediately pay for an up-front defense of NCRCD against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by NCRCD to the extent caused by the negligence, recklessness, or willful misconduct of CONTRACTOR. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

(b) Indemnity for Other Than Design Professional Liability: Except as provided in subsection 8(a), to the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend (with counsel agreed to by NCRCD), and indemnify NCRCD and its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of NCRCD.

CONTRACTOR's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than CONTRACTOR are responsible for the claim does not relieve CONTRACTOR from its separate and distinct obligation to defend as stated herein.

(c) No Limitations. Acceptance by NCRCD of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to NCRCD, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they

have negotiated and expressly agreed to the allocation of liability between them.

(d) Subcontractors. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of CONTRACTOR in the performance of this Agreement. Failure of NCRCD to monitor compliance with these requirements imposes no additional obligations on NCRCD and will in no way act as a waiver of any rights hereunder.

(e) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NCRCD and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by NCRCD unless an opportunity for consultation is provided prior to the effective date of the termination. NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for the convenience of NCRCD.

11. **Disposition of, Title to, and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, the property of both NCRCD and CONTRACTOR. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NCRCD shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination;

except that CONTRACTOR shall not be relieved of liability to NCRCD for damages sustained by NCRCD by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCRCD may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCRCD from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by email, or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCRCD
Lucas Patzek, Executive Director
1303 Jefferson St., Ste. 500B
Napa, CA 94559
lucas@naparcd.org
707-690-3119

CONTRACTOR
[FILL OUT]

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCRCD employees or contractors. For purposes of this Paragraph, references in the Policies to "County" and "County of Napa" shall mean NCRCD, to "Board" or "Board of Supervisors" shall mean the NCRCD governing board, and to "personnel director," "county administrator (or CEO)," or any other specifically-titled Napa County officer shall mean the NCRCD Executive Director.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR, which relates to NCRCD's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR, to the extent provided by law, shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCRCD, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCRCD all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCRCD.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NCRCD Executive Director, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NCRCD to withhold its consent to assignment.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only NCRCD, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in Federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCRCD for inspection.

(c) Labor Laws. If this Agreement involves a public work, the provisions of Exhibit "E" (Prevailing Wage) apply.

(d) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file Federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and Federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCRCD harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCRCD is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCRCD with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** NCRCD, any Federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any Federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCRCD makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and NCRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCRCD and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCRCD may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCRCD relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCRCD may terminate this Agreement immediately upon giving written notice without further obligation by NCRCD to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the District Administrator of NCRCD "assuming office," "annual," and "leaving office" Statements of Economic Interest as a "consultant," as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing

that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its President to execute this Agreement on its behalf, NCRCD’s Board of Directors and Executive Director hereby determine in writing on behalf of NCRCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party’s job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

26. **Attorneys’ Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney’s fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this the Parties have executed this Agreement below.

[Signatures on following page]

"CONTRACTOR" [FILL OUT]

By: _____ Date: _____
[FILL OUT]

"NCRCD" NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district
of the State of California

By: _____ Date: _____
LUCAS PATZEK, Executive Director

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide [FILL OUT]

EXHIBIT "B"

BUDGET & COMPENSATION

I. BUDGET

The total payment for services and expenses under this Agreement shall not exceed [FILL OUT].

II. COMPENSATION

[FILL OUT]

EXHIBIT "C"
GRANT AWARD

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11052021-230
Between
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
And The
USDA, FOREST SERVICE
REGION 5
STATE & PRIVATE FORESTRY**

Project Title: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration

Upon execution of this document, an award to Napa County Resource Conservation District, hereinafter referred to as “NCRCD,” in the amount of **\$1,560,761.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 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 IRA Urban & Community Forestry. Napa County Resource Conservation District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 31, 2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1 , which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

As addressed in Provision E and F, the financial status and performance reports are due on a semi-annual basis for the periods ending June 30 and December 31. The final performance report is to be submitted no later than 120 days from the expiration date of the grant. The first reports will be due July 30, 2024, for the period ending June 30, 2024.

Send the financial status reports to Kathryn Williams at the address on page 2, and the performance reports to Alicia Sanchez-Scott at the address on page 2 of this award and as shown in the narrative.

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 (707) 980-3927.

The following administrative provisions apply to this award:



- A. **LEGAL AUTHORITY.** NCRCD 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.
- B. **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
Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org	Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson Street Suite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Alicia Sanchez-Scott Urban & Community Forestry Assistant Program Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Cell: 805-450-8369 Email: alicia.sanchezscott@usda.gov	Kathryn Williams Program Specialist USDA Forest Service State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 980-3927 Email: kathryn.williams2@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NCRCD 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.

D. ADVANCES AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advances 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.

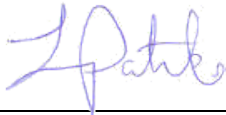
Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced 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: EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	Send a copy to:
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- E. ELECTION OF DE MINIMIS INDIRECT RATE. NCRCD 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 NCRCD 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.
- F. PRIOR WRITTEN APPROVAL. NCRCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

- G. 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 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs will not be allowed except on a case-by-case basis through WO program approval at the WO level. Regional awards may make that decision at the regional level for awards at that level on a case-by-case basis.
- The end date, or expiration date is **03/15/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. 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.



4/9/2024

LUCAS PATZEK, Executive Director
Napa County Resource Conservation District

Date

SHERRY HAZELHURST, Director
USDA Forest Service, State & Private Forestry,
Region 5

Date

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER

Digitally signed by JASON BUCKNER
Date: 2024.04.08 15:00:07 -05'00'

JASON BUCKNER
Forest Service Supervisory Grants Management
Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, NCRCD 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 NCRCD 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 NCRCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or NCRCD 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 NCRCD, 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 30 and December 31. The final SF-425 (and SF-425A,

if applicable) must be submitted either with the final payment request or no later 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.

NCRCD shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with NCRCD'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 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. NOTIFICATION. NCRCD 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 NCRCD 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 NCRCD when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of NCRCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. NCRCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

NCRCD may call on Forest Service's Office of Communication for advice regarding public notices. NCRCD 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. NCRCD 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. COPYRIGHTING. NCRCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by NCRCD under this award.
- Any right of copyright to which NCRCD purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCRCD 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 (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."

- O. 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.

- P. AWARD CLOSEOUT. NCRCD 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 NCRCD 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.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. NCRCD 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 NCRCD 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 sub-recipients 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.

- S. 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.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. 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.
 - 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
 - (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).

Y. DRUG-FREE WORKPLACE.

1. NCRCD 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 NCRCD 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 NCRCD 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. NCRCD 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.
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. NCRCD 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 NCRCD learns of the conviction.
5. Within 30 calendar days of learning about an employee’s conviction, NCRCD 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.

Z. 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.

AA. ELIGIBLE WORKERS. NCRCD 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)). NCRCD 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.

BB. 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).

CC. 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.

DD. 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.

EE. 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.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

GG. INVESTING IN AMERICA SIGNAGE. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in

America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

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

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.

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

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

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.

ATTACHMENT D: SUPPLEMENTAL PROVISIONS

JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

EXHIBIT "D"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

The Napa County Resource Conservation District ("Napa RCD") has the obligation to report this contract to the Department of Industrial Relations ("DIR") and provide various information including that specified below. For the purposes of this document, you are referred to as "Contractor." In addition to filling out this form for Napa RCD, you have the obligation to submit certified payroll records directly to DIR.

Project: **Wappo Park Pruning Project**

Contractor Name:			
Contractor Mailing Address:			
Contractor E-mail Address:			
Contractor Telephone:			
Contractor License Number:			
DIR Registration Number:			
Classification(s) or type(s) of workers that will be employed by the contractor for this project:			
Subcontractors:	License	DIR Number:	Worker Classifications:

I certify that the information set forth above is correct and that I am authorized to provide this information on behalf of the contractor named in the first line above.

(Signature)

Date

(Printed Name)

EXHIBIT "E"
PREVAILING WAGE

- 1.7 **In General.** For purposes of California labor law, this is a public works contract subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with Labor Code Section 1771, CONTRACTOR and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR") to all workers employed on this project. In accordance with Labor Code Section 1815, CONTRACTOR and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 2.7 **Registration.** CONTRACTOR and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this Agreement, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. CONTRACTOR represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code and will provide its DIR registration number, along with the registration numbers of any subconsultants as required, to NCRCD.
- 3.7 **Posting.** CONTRACTOR shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.
- 4.7 **Reporting.** CONTRACTOR and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the Labor Commissioner in accordance with the law.
- 5.7 **Report on Prevailing Rate of Wages.** NCRCD has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at NCRCD's offices, and shall be made available to any interested party upon request.
- 6.7 **Employment of Apprentices.** CONTRACTOR's attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor. It shall be the responsibility of the CONTRACTOR to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- 7.7 **Penalties.** CONTRACTOR's attention is directed to provisions in Labor Code Sections 1775 and 1813. In accordance with Labor Code Section 1775, CONTRACTOR and subcontractors may be subject to penalties for CONTRACTOR's and subcontractors' failure to pay prevailing wage rates. In accordance with Labor Code Section 1813, CONTRACTOR or subcontractors may be subject to penalties for CONTRACTOR's or subcontractors' failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.

1813500.1

EXHIBIT "F"
RIGHT OF ENTRY AGREEMENT

NAPA COUNTY RESOURCE CONSERVATION DISTRICT
RIGHT OF ENTRY AND MAINTENANCE AGREEMENT NO 1

This Right of Entry and Maintenance ("**Agreement**") is made and entered into this **24th** day of August, 2026, by and between City of St. Helena Parks and Recreation Department ("**City**") and the Napa County Resource Conservation District ("**NCRCD**").

RECITALS

WHEREAS, NCRCD and the USDA Forest Service, hereinafter referred to as "USDA," entered into Agreement No. 24-DG-11052021-230 to implement "Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration," hereinafter referred to as Project, with the intent of planning and implementing urban forest planting and stewardship, educate and empower citizens to become urban forest stewards, and develop county-wide workforce development programming to enhance and expand the urban forest management workforce in Napa County.

WHEREAS, City owns and manages certain real property located in the City of St. Helena, State of California commonly known as Wappo Park and Crane Creek (also may be referred to as "Subject Property") which is a desirable place to plant trees.

WHEREAS, City desires to participate in Project and perform maintenance of Project in Wappo and Crane Parks.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. **Right of Entry:** City hereby grants to NCRCD, its agents, employees, Project participants, and contractors, the right to enter Subject Property for the purpose of implementing the Project, as described in Exhibit A. Said right of entry is expressly subject to and shall be conducted in accordance with the terms and conditions set out below.
2. **Permits and Entitlements:** It shall be the responsibility of NCRCD to obtain any and all necessary governmental permits, entitlements, or consents necessary to conduct the Project.
3. **Performance of Services:** In conducting the Project upon the Subject Property, NCRCD shall conduct its activities in such a way as to minimize disturbance to the Subject Property. NCRCD shall coordinate Project implementation at the Subject Property with City and shall obey all reasonable instructions of City concerning its entry on the Subject Property and implementation of the Project. Any significant disturbances to the Subject Property caused by NCRCD's entry shall be repaired and/or replaced.

4. Term of Project Implementation: NCRCD shall conduct its entry onto the Subject Property under this Agreement beginning on the date first written above effective through December 30, 2028 or until the Project is completed, whichever is first.
5. Term of City Maintenance: City agrees to carry out activities required by the Monitoring and Maintenance Plan, attached hereto and incorporated herein as Exhibit "B," beginning on October 1, 2026 effective through December 31, 2029.
6. Public Record: City acknowledges that NCRCD intends to create a database or other public record containing geological, biological or geophysical data implemented on the Subject Property under this Agreement. Pursuant to California Government Code Section 6250 *et. seq.* ("Public Records Act") a record containing this type of information may be subject to disclosure. Nothing in this Agreement obligates NCRCD to object to such disclosure.
7. Laws and Regulations: NCRCD shall comply with all federal, state and local laws and regulations in implementing the Project.
8. Attorneys' Fees: Should any dispute arise relating to the implementation or meaning of this Agreement or the conduct of the parties hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Executed the day and year first above written.

City of St. Helena, Parks and Recreation Department

City of St. Helena Representative

"City"

Napa County Resource Conservation District

Lucas Patzek, Executive Director

"NCRCD"