

AGREEMENT
BY AND BETWEEN
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY
AND
OKLAHOMA CITY

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), 2800 N. Lincoln Blvd. Oklahoma City, Oklahoma 73105 and Oklahoma City, 200 North Walker Avenue, 3rd Floor, Oklahoma City, Oklahoma 73102, is accepted by both the Department and Oklahoma City for the purpose of mitigation tree risks, removing hazard trees and the planting of trees in neighborhoods targeted by Strong Neighborhood Initiative.

NAME OF PROJECT

Tree Risk Mitigation and Planting

PURPOSE

The purpose of this project is to provide environmentally safe and resilient open space, parks and private properties for the citizens and visitors of Oklahoma City.

AGREEMENT TERMS

This Agreement shall not exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00) in federal funds, unless otherwise increased or decreased. The funds shall be payable based upon properly submitted invoices. Oklahoma City shall submit reports biannually when requested by the Department. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties. No expenditures shall be made by Oklahoma City pursuant to this Agreement until after receiving a copy of the purchase order.

DURATION

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude twelve (12) months from the Effective Date. All invoices for monies pursuant to this Agreement shall contain only expenditures occurring during the term of this Agreement. This Agreement may be renewed for up to three (3) additional years with the same terms and conditions upon approval by both the Department and Oklahoma City. During the effective term of this Agreement, should funding be reduced or limited, the

Department may limit or reduce the monies available pursuant to this Agreement via issuance of a change order.

TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and Oklahoma City. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount.

OKLAHOMA CITY AGREES

1. To provide tree canopy risk assessments and remove severely declining and dead trees in neighborhoods defined as disadvantaged and falling within the Strong Neighborhood Initiative districts.
2. To reduce threats and risks in trees through proper pruning as defined by the International Society of Arboriculture (ISA) pruning standards.
3. To distribute and assist individual property owners with the planting of trees in areas that have experienced severe tree and canopy loss or have an elevated need.
4. To provide progress reports biannually to the Department as requested.
5. To ensure that informational and educational materials developed as a result of this project shall comply with all standards set by the International Society of Arboriculture. Educational material developed shall be submitted to the Department for review prior to being printed or distributed.
6. To provide to the Department a comprehensive final written report of the project detailing the work performed, the results and accomplishments obtained, and a financial report detailing all expenses actually incurred. The final report shall be submitted no later than sixty (60) days after performance of the responsibilities outlined in this agreement.
7. To retain all necessary records, books and any other reasonably necessary documentation relating to the nature, time and scope of the Agreement, regardless of form, for a period of time of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.
8. And certifies that it and all proposed subcontractors, whether known or unknown at the time this Agreement is executed or awarded, are in compliance with 25 O.S. § 1313 and

participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

DEPARTMENT AGREES

1. To reimburse Oklahoma City upon submission of proper invoices up to the Agreement amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) of federal funds to support the designated project unless otherwise increased or decreased by appropriations.
2. To review and approve final drafts of any reports developed as a result of this project before publication and distribution.
3. To provide payment to Oklahoma City in a timely manner upon receiving a proper invoice.

COMPLIANCE

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

By: _____
Blayne Arthur, Secretary of Agriculture
or Designee

By: _____
Mark Goeller, Director, Forestry Services

Date: _____

Date: _____

OKLAHOMA CITY

By: David Holt
Printed

Title: Mayor

David Holt
Signed

Date: 4/9/2024