



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Simone Albuquerque, Management Analyst

SUBJECT: Professional Design Services Agreement with the Urban Forest Institute for City-wide Canopy Map and Parks and Open Space Landscape Design

RECOMMENDATION:

Authorize the City Manager to execute a Professional Design Services Agreement with The Urban Forest Institute for Canopy Mapping and Landscape Architecture Design Services, for a total not to exceed amount of \$177,514 and termination date of June 30, 2027.

BACKGROUND:

On October 12, 2023, the City of Goleta received a letter of intent to award a \$1,000,000 grant under the Inflation Reduction Act from the U.S. Department of Agriculture Urban & Community Forestry Program (USDA UCF), managed by GreenLatinos. On October 15, 2024, City Council approved the appropriation of grant funds and has a period of performance requirement through November 30, 2027. This grant program specifically supports projects that manage, safeguard, and expand urban forests, aiming to benefit disadvantaged communities by enhancing the benefits of tree canopies.

As part of this program, the City of Goleta agreed to undertake its inaugural City-wide analysis of canopy coverage and available planting spaces. Using GIS software, the City will quantify tree canopy cover city-wide and identify areas for strategic tree-planting initiatives. This analysis will examine tree age structure, diversity, climate resilience, equity, ecosystem benefits, and other factors to support short- and long-term planning. In addition, the City will work with landscape architecture design students to develop tree-focused landscape designs for priority parks and criteria for all parks and open spaces to support future tree planting plans.

DISCUSSION:

On March 23, 2026, the Public Works Department solicited proposals for canopy mapping and landscape architecture design services for the City-Wide Canopy Map and Parks and Open Space Landscape Design Project through a Request for Proposals and Qualifications (RFPQ). The RFPQ closed on April 6, 2026, and the City received three (3) proposals from Rincon Consultants, Inc., DUDEK, and The Urban Forest Institute (UFI). UFI was selected as the highest-ranked proposer based on the evaluation criteria established in the RFPQ. Therefore, Public Works Staff recommends that City Council award and authorize the City Manager to execute a professional design services agreement with UFI for the City-Wide Canopy Map and Parks and Open Space Landscape Design Project, with a not-to-exceed contract amount of \$177,514.

FISCAL IMPACTS:

These activities are funded by the previously appropriated USDA UCF one-time grant and are reimbursed quarterly. See Table 1 for estimated costs.

Table 1 – Estimated Costs and Funding for the City-Wide Canopy Map and Parks and Open Space Landscape Design Project

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
UFI	Canopy Map and Landscape Architecture designs	\$177,514	425-50-5400-51200	\$177,514
Subtotal		\$177,514		\$177,514

ALTERNATIVES:

The City Council may elect not to approve the agreement and award the contract; however, this would delay the initiation and completion of the work associated with the USDA UCF grant.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Professional Design Services Agreement with The Urban Forest Institute

ATTACHMENT 1

Professional Design Services Agreement with The Urban Forest Institute

Project Name: City of Goleta City-Wide Canopy Map and Park Landscape Design Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
THE URBAN FOREST INSTITUTE**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **THE URBAN FOREST INSTITUTE**, a 501C3, (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional urban forest planning and design services for the City of Goleta City-wide Canopy Map and Park Landscape Design Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this _____ day of _____, 2026, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional urban forest planning services in conjunction with landscape design services shall generally include mapping urban forest canopy throughout the City of Goleta, creating 6-10 priority park and open space landscape designs, drafting general guidelines for landscape architecture

designs for all City of Goleta parks and open spaces, drafting reports with management guidance and analytics using canopy data as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$177,514.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until **June 30, 2027**, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff

person is designated by CITY from time to time, and who presently is Simone Albuquerque. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to **June 30, 2027**, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Dr. Matt Ritter is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) **Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of,

pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no

vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents,

from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under

this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such

right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

2. Federal Contract Provisions attached hereto as **Exhibit "C"** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Signed by:
May Reid-Marr

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May Reid-Marr, Board Secretary

ATTEST

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses

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Scott Shapses, Deputy City Attorney

**EXHIBIT A
SCOPE OF WORK**

PROJECT 1: CITYWIDE CANOPY MAP AND STRATEGIC ANALYSIS

UFI will perform a comprehensive geospatial analysis of Goleta’s urban forest to provide the city with actionable, planning-ready data on canopy coverage, health, diversity, and equity. The analysis will consider canopy density, canopy coverage area, tree species, tree life characteristics, tree diversity, and age structure. Future climate projections will be incorporated to provide insights needed to sustain a climate-resilient canopy citywide. Ecological data will be overlaid with socioeconomic indicators to assess where the benefits of tree canopy are experienced, and where they are lacking, with careful attention to datasets that identify disadvantaged communities. Please note that ESHA delineations and land cover datasets (excluding the tree canopy layer produced under this contract) will be sourced from city-provided GIS data. UFI will incorporate and summarize these datasets in the analysis rather than producing them independently. UFI will coordinate with city staff to request these layers at project initiation.

Deliverables - Project 1

Item	Description
1.1	List of research questions for city staff review and approval to guide outline of report
1.2	GIS canopy layer(s) for 2022 and 2024
1.3	GIS ecosystem services layer(s) summary list
1.4	GIS equity layer(s) summary list
1.5	Tree Suitability Matrix (Excel format)
1.6	Visualizations of trends analysis and change analysis
1.7	Report detailing methods and findings
1.8	2-hour training on data handoff and use (upon city request)

Potential Research Questions

The questions below are meant to demonstrate the team's capability and will be revised as part of deliverable 1.1 to accommodate the needs of the city and data availability.

Canopy Coverage — Citywide Baseline

1. What is the total tree canopy cover area and percent cover citywide for the current baseline year?
2. How does Goleta's canopy cover compare to similar California municipalities or regional benchmarks?
3. What land use categories (parks, residential, commercial, transportation corridors, etc.) account for the most canopy cover citywide?

Canopy Change Over Time

4. How has citywide canopy cover changed between 2022 and 2024?
5. Where have the largest losses in canopy cover occurred, and what land use or ownership types are most affected?
6. Where have the largest gains in canopy cover occurred?
7. Are there areas showing a consistent trend of canopy loss that warrant immediate management attention?

Spatial Distribution — Neighborhoods and Planning Areas

8. Which neighborhoods, districts or planning areas have the highest and lowest canopy cover?
 9. What is the canopy cover within future and existing city parks, and which parks have the highest and lowest cover?
 10. What is the canopy cover along major street corridors and bike paths?
- Public vs. Private Canopy
11. What proportion of total canopy cover falls on public versus private land?
 12. Among public lands, how is canopy cover distributed across managing agencies (city, County, Caltrans, school districts, etc. as data allows)?
 13. Which public parcels have the lowest canopy cover and greatest planting potential?
- Species Composition and Forest Structure
14. Which tree species contribute most to total public tree canopy cover?
 15. What is the species diversity of Goleta's public urban forest — are a small number of species dominating the canopy?
 16. What is the age and size structure of the public urban forest?
 17. What proportion of the public canopy is made up of deciduous versus evergreen trees?
 18. What are the dominant water requirement categories among public trees, and are there opportunities to shift toward lower-water species?

Climate Vulnerability

19. What proportion of public tree canopy is associated with species classified as relatively climate-vulnerable under projected future conditions for the Santa Barbara region?
20. Which species represent the greatest climate risk to canopy continuity, and where are they spatially concentrated?
21. What proportion of the canopy is made up of species considered climate-resilient or climate-ready?

Ecosystem Services

22. What are the estimated annual ecosystem service values provided by Goleta's urban forest, including stormwater interception, carbon storage, air pollution removal, and energy savings? Values will be estimated using available data and scaled to data quality.
23. How do canopy and urban heat relate in Goleta?
24. How do canopy and air quality relate in Goleta?

Opportunity and Constraints on Public Land

25. Where on public parcels is there suitable space to plant additional trees, accounting for existing canopy, hardscape, infrastructure, and land use?
26. Where does ESHA overlap with low-canopy public land, and how should this inform planting priorities? (Using city-provided ESHA data.)
27. Which public parcels have the highest planting potential?

Equity

28. Is tree canopy cover distributed equitably across Goleta's communities when compared to income, race, education, and other demographic indicators?
29. Which communities have the combination of high environmental burden (per CalEnviroScreen or supplemental datasets) and low canopy cover?
30. Are there correlations between canopy change over time and socioeconomic indicators (i.e., are lower-resource communities losing canopy at higher rates)?
31. Which areas should be prioritized for near-term canopy investment to address equity gaps?

High-Resolution Canopy Mapping

UFI will produce a high-resolution canopy layer for the city using city aerial imagery, LiDAR or other high-resolution data and other publicly available datasets and tools. The resulting canopy layer will form the core geospatial data product of this project.

The canopy layer will capture:

- Canopy area and percent cover, citywide using the City Boundary layer and by summary units. Summary unit files will be provided by the city based on their data availability. Planned analyses include canopy cover by districts, neighborhood boundaries (from Beautify Goleta), parcel, right of way, public and private streets, public and private lands, bike routes, land use types, and across a one km² grid of the city.
- Canopy characteristics and tree-specific attributes as agreed upon collaboratively with city staff including public canopy share by species, foliage type, and water use.

UFI will conduct a change analysis comparing current canopy cover to historic canopy cover spanning 2022–2024, at minimum. If more recent imagery is available early within the project timeline and compatible with the analysis, it will be incorporated. All methods, data sources, canopy definitions, and quality assurance procedures will be documented. Maps and tables will be designed to clearly show where canopy is concentrated, where loss and gain have occurred, and the location of low canopy areas that could be prioritized for future planting or canopy expansion projects.

Data sources will include Aerial imagery provided by the city for 2022 and 2024, LiDAR if available and compatible with analysis, aerial imagery from NAIP to fill time series gaps or lack of imagery.

State of Goleta Urban Forest and Ecosystem Services Evaluation

UFI will quantify the state of the urban forest and benefits provided by existing tree canopy and conduct an opportunity and constraints analysis. The goal is to identify where ecosystem services can be enhanced through new planting and where existing canopy benefits should be conserved.

This component will include:

- An opportunity and constraints analysis on public parcels, integrating: existing canopy cover; environmentally sensitive habitat areas (ESHA) (city-provided dataset, summarized by UFI); land cover classifications beyond tree canopy (city-provided dataset, summarized by UFI); and built infrastructure (city-provided dataset, summarized by UFI).
- Integration of canopy cover with tree inventory data including: an estimate of the percentage of public tree canopy accounted for by the most common tree species; summary statistics describing public tree canopy using SelecTree species attributes (functional and structural classifications, water requirement categories); and high-level summaries characterizing the overall structure, age as

related to DBH, and functional diversity of the city's public tree canopy.

- A climate vulnerability analysis of Goleta's most common public tree species, including classification of species into relative vulnerability categories based on best available science, and an estimate of the proportion of public tree canopy potentially associated with more climate-vulnerable species.

Tree Suitability Matrix

UFI will draft a Tree Suitability Matrix in Excel format covering a curated subset of tree species appropriate for the city. The matrix will include attributes such as species name, origin, climate resilience, ecosystem benefits, soil requirements, growth space requirements, water needs, and other fields as agreed upon with city staff. The matrix will reference and align with the city Urban Forest Management Plan, including its Street Tree List.

UFI will share a draft matrix with city staff for review and will incorporate staff feedback before finalizing. The finalized matrix will serve as a reference tool for both the canopy project and the landscape design project.

Equity Analysis

UFI will assess whether the benefits of tree canopy are distributed equitably across the city. The analysis will quantify canopy distribution relative to community demographics and socioeconomic indicators, with the goal of identifying areas where canopy investment is most needed.

The equity analysis will:

- Utilize higher resolution sources such as American Community Survey data (resolution: Census Block Group, mapped below) for available variables such as median household income, race, and education levels. CalEnviroscreen data (resolution: Census Tract) will be used as fallback as needed where data is lacking.
- Overlay data-related environmental exposures such as heat and air pollution and compare to canopy cover. Environmental data will come from higher resolution dataset than CalEnviroscreen wherever possible such as aerosol optical depth (a proxy for PM 2.5) and heat from NASA's derived products from the MODIS satellite.
- Produce findings that will guide long-term planning priorities and inform short-term project site selection

Synthesis and Presentation

UFI will consolidate all canopy analysis findings into a policy and management guidance report and presentation. These materials will be designed to guide both short-term and long-term planning at the city and parcel scale, inform city staff, and be accessible for public presentation.

The synthesis phase will produce:

- A comprehensive written report detailing methods, findings, and guidance for short- and long-term urban forest planning.
- A presentation summarizing key findings for city staff and the public
- An annual urban forestry management report for 2026, complying with the specifications of the city's Urban Forest Management Plan
- A template annual report designed for city staff to complete in future years
- A data handoff package including all dataset files, documentation, metadata, and storage/access instructions to enable city staff to use and update the analysis in future years
- Upon city request, a 2-hour training session to guide staff in using the canopy cover maps, summary files, and attribute data for future analyses. Training will include where to access data, standards for using the data, and example scripts for data summarization

All materials and data products will be city-owned and submitted to the city upon project completion. UFI will consult with city staff to confirm preferred formats and data sharing platforms at project initiation.

Project 2: Landscape Architecture Designs with Student Involvement

UFI will supervise two Cal Poly undergraduate Landscape Architecture students to complete a one quarter long course and summer internship focused on tree-centered landscape design for city parks. The students will participate in the Project 1 analysis and will use the results to inform the park's design. Professor Joseph Ragsdale and Dr. Matt Ritter will serve as the professional advisors to the student designers, establishing learning and professional development goals, reviewing all student work, and ensuring deliverables are completed on

schedule. Students will work directly with city staff and community members throughout the design development process. During the spring quarter, students will be enrolled in a special problems course taught by Professor Ragsdale.

The city’s vision for this project is to develop an arboretum-like park system that accentuates each park’s unique neighborhood history and character while enhancing tree diversity, climate resilience, and ecological health. Student designers will produce tree-focused landscape plans for 6–10 priority parks and general tree design criteria for all city parks and open spaces.

Deliverables — Project 2

Item	Description
2.1	Scoping document defining the project
2.2	Document and data sharing platform with meeting minutes and project tracking tools
2.3	Literature review findings memo
2.4	Outreach interviews and site visits memo
2.5	Landscape design proposals for 6–10 priority city parks, including site inventory, analysis, and graphic presentation
2.6	Design criteria for all city parks and open spaces based on plans and policies found in the research phase
2.7	Community Outreach Plan
2.8	Engagement in community outreach: attendance at one community meeting and one Public Tree Advisory Commission meeting
2.9	Interview Notes
2.10	Final professional presentation for city staff

Scoping Document

The scoping document will include a list of references (provided by city), a list of research questions (provided by city), and a list of interviewees. Additionally, it will contain a one-to-two-page site visit plan and a draft community outreach plan. A project timeline will be developed in coordination with city and included in the scoping plan.

Literature Review

Student designers will conduct a review of all relevant city and county plans pertaining to parks and open space management.

The literature review will include:

- Review of city and Santa Barbara County plans relevant to parks, open space, and urban forestry
- Research on tree species suitable for Goleta
- Incorporation of any additional relevant publications provided by city staff
- The literature review will conclude with a brief memo summarizing key takeaways and their implications for the landscape design process.

Outreach and Site Visits

Student designers will work with city staff to identify staff members and partners to interview regarding park and open space goals, beneficial uses, ecological opportunities, cultural and neighborhood context, existing conditions and maintenance practices and other considerations relevant to landscape planning. UFI will coordinate scheduling and ensure interview notes are organized and shared with city staff at project conclusion.

Geospatial and Site Analysis

Student designers will utilize city geospatial data layers. UFI will compile and share the initial data request list with the city upon contract execution to avoid delays. Data layers will be used to generate priority park site and context plans for inventory, analysis, and design. Layers to be requested include parcel data, infrastructure data, tree inventory data, and other site-relevant datasets.

The geospatial and site analysis will:

- Clean, collate, and combine city-provided data with publicly available datasets for 6-10 priority park sites
- Use ArcGIS and/or Fulcrum as the primary platforms; if additional tools are used, compatibility with city systems will be confirmed before use
- Include on-site inventory and analysis for each priority park to verify and document existing assets (structures, utilities, recreational facilities, etc.), slopes, hardscape, and existing vegetation.
- Conduct geo-spatial analysis for 6-10 priority parks using provided data to determine opportunities and constraints for future tree planting incorporating Task 1 findings, literature review, and city staff interviews.
- Review compiled maps and data with city staff and share all compiled datasets

Park-Specific Landscape Design Proposals

Student designers will develop conceptual landscape design proposals for 6–10 priority parks agreed upon with city staff during scoping.

Each proposal will include:

- Site inventory and analysis diagrams
- Park-specific conceptual design plans
- Draft planting plans, including existing trees to remain and be removed
- Visual representations of the proposed designs
- Draft proposals will be reviewed and approved by city staff before integration of revisions. Final proposals will be presented as clear visual representations of the landscape design with consistent symbology and keys across all park plans. Deliverable format to be determined with city staff.

Landscape Design Criteria for All Parks and Open Spaces

Student designers will draft general tree-focused design criteria applicable across the city's developed parks and open spaces. The criteria will be grounded in the city's climate conditions, urban forest management goals, the Tree Suitability Matrix and the findings from the literature review and park-specific design work. The criteria will be specific enough to reflect Goleta's unique conditions and management context, while remaining broad enough to apply to any city park or open space, including those not covered by site-specific plans.

Community Involvement

UFI and student designers will support meaningful community engagement throughout the design process.

Community involvement activities will include:

- Development of a community outreach plan at project initiation
- Preparation of materials for one community meeting to gather input on design documents
- Attendance at 2 meetings of the city Public Tree Advisory Commission with active participation in Q&A

Final Presentation and Report

Student designers, with UFI oversight, will produce a final PowerPoint presentation and written report providing a comprehensive overview of the project. The report will describe all aspects of the project,

including literature review findings, interview notes, geospatial analysis, park design rationale, and design criteria. All data products and task deliverables will be packaged in a readable and usable format, as pre-approved by city staff.

Student-Led Professional Mentorship Program

UFI will provide 2 undergraduate landscape architecture students with substantive academic and professional mentorship throughout the project.

UFI's mentorship approach includes:

- Establishing professional and academic learning goals collaboratively with students at the start of the project

- Defining a project structure that ensures learning goals are evaluated and met at project conclusion
- Reviewing all student work for quality, professionalism, and alignment with project requirements
- Supporting students in completing deliverables by agreed-upon deadlines while allowing students to lead the design process
- Providing scaffolded guidance that builds student confidence and competency in professional landscape design practice

UFI will bring prior experience mentoring students in applied urban forestry and environmental science contexts.

TIMELINE

Both projects will begin on **June 8, 2026** (tentative contract start date) and will be completed by **November 30, 2027**, in accordance with the city's grant-related deadline. Project deliverables will be completed in four phases, outlined below. A detailed project schedule will be developed collaboratively with city staff during the scoping phase.

Phase 1 — Project Setup

- 1.1 List of research questions for city staff review and approval to guide outline of report
- 2.1 Scoping document defining the project
- 2.2 Document and data sharing platform with meeting minutes and project tracking tools

Phase 2 — Research & Data Collection

- 1.2 GIS canopy layer(s) for 2022 and 2024
- 1.3 GIS ecosystem services layer(s) summary list
- 1.4 GIS equity layer(s) summary list
- 1.5 Tree Suitability Matrix (Excel format)
- 2.3 Literature review findings memo
- 2.4 Outreach interviews and site visits memo
- 2.7 Community Outreach Plan
- 2.9 Interview Notes

Phase 3 — Analysis & Design

- 1.6 Visualizations of trends analysis and change analysis
- 1.7 Report detailing methods and findings
- 2.5 Landscape design plans for 6–10 priority city of Goleta parks, including site inventory, analysis, and graphic presentation
- 2.6 Design criteria for all city parks and open spaces based on plans and policies

found in the research phase

- 2.8 Engagement in community outreach: attendance at one community meeting and one Public Tree Advisory Commission meeting

Phase 4 — Closeout

- 1.8 2-hour training on data handoff and use (upon city request)
- 2.10 Final professional presentation for city staff

EXHIBIT B COMPENSATION

The total budget (not-to-exceed) amount of **\$177,514.00** is inclusive of all personnel, travel, and indirect expenses.

Funds may be shifted from item or phase in the table below, once approved by the City of Goleta if they do not exceed the total project budget.

Item	Description	Rate	Phase 1	Phase 2	Phase 3	Phase 4	Total Hours	Total Cost
<i>Project Management, Botanical Consultation (Matt Ritter)</i>	<i>Species analysis, species selection, landscape consultation, student mentorship, project management. 275 hours @ \$200/hour</i>	\$ 200.00		100	175		275	\$ 55,000.00
<i>Remote Sensing and Geospatial Analysis (Cami Pawlak)</i>	<i>Canopy mapping and geospatial analysis, student mentorship. 360 hours @ \$150/hour</i>	\$ 150.00	25	220	90	25	360	\$ 54,000.00
<i>Project Management, Landscape Design (Joseph Ragsdale)</i>	<i>Landscape design, project management, student mentorship. 125 hours @ \$200/hour</i>	\$ 200.00	4	10	100	11	125	\$ 25,000.00
<i>Undergraduate student time</i>	<i>Design research, landscape design. 600 hours @ \$25/hour. Student time for credit is not included in this budget.</i>	\$ 25.00	40	120	380	60	600	\$ 15,000.00
<i>Graduate Student Time</i>	<i>Geospatial analysis assistance. 120 hours @ \$28/hour</i>	\$ 28.00		120			120	\$ 3,360.00
<i>Travel</i>	<i>Travel costs to and from San Luis Obispo for site visits. Milage is based on the standard GSA rate of .725/mile. Car rental may be necessary on occasion.</i>							\$ 2,000.00
Total Direct Costs								\$ 154,360.00
<i>Indirect Costs</i>	<i>15% standard indirect cost rate</i>							\$ 23,154.00
Total Project Cost								\$ 177,514.00

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, THE URBAN FOREST INSTITUTE (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made

under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials

provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any

other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity:

Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is

required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Consultant shall not use the USDA seal(s), logos, crests, or reproductions of flags or likenesses of USDA agency officials without specific USDA preapproval.
- B. This is an acknowledgement that USDA financial assistance will be used to fund the contract only. The Consultant will comply with all

applicable federal law, regulations, executive orders, USDA policies, procedures, and directives.

- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.