



**Agenda Item A.4**  
**CONSENT CALENDAR**  
**Meeting Date: October 15, 2024**

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**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Luz "Nina" Buelna, Interim Public Works Director

**PREPARED BY:** George Thomson, Parks and Open Space Manager

**SUBJECT:** Inflation Reduction Act Urban & Community Forestry Program  
\$1,000,000 Grant Subaward with GreenLatinos for the Urban Forest  
Climate Adaptation Project

**RECOMMENDATIONS:**

Approve a budget appropriation and grant revenue in the amount of \$1,000,000 into Fund 425 for the USDA Urban & Community Forestry Program Subaward Agreement with GreenLatinos as identified in the fiscal impact section of the report.

**BACKGROUND:**

In 2022, the US Department of Agriculture (USDA) Forest Service's Urban and Community Forestry (UCF) Program received a landmark \$1.5 billion in Inflation Reduction Act funding dedicated to tree planting and related initiatives in urban areas, particularly prioritizing disadvantaged and overburdened communities. The USDA program specifically supports projects that manage, safeguard, and expand urban forests, aiming to benefit disadvantaged communities by enhancing the benefits of tree canopies. These benefits include improved air quality, mitigation of urban heat islands, biodiversity enhancement, and increased aesthetic and recreational value for residents.

Grant applications were solicited nationwide, and the overwhelming response saw funding requests totaling over \$6.4 billion, underscoring the critical need for urban and community forestry efforts. By September 2023, UCF had allocated over \$1 billion to nearly 400 entities spanning all 50 states, two U.S. territories, three affiliated Pacific islands, and multiple Tribes. 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 USDA UCF Grant Program, managed through GreenLatinos.

GreenLatinos, a designated national partner among 12 pass-through organizations, was tasked with managing priorities, tasks, resource allocation, partnerships, and overall program direction prior to distributing grant funds. GreenLatinos will serve as the primary liaison for all reporting and communications on behalf of the USDA throughout the grant's duration.

## DISCUSSION:

The City of Goleta intends to leverage USDA UCF Grant funds to implement a robust urban forestry program aimed at promoting equity within identified disadvantaged census tracts in and around the City. Collaborating with GreenLatinos, the City has pinpointed areas ranking between the 80th-100th percentile for socioeconomic and environmental indicators. These areas face multiple challenges, including flood and fire risks, significant populations with limited English proficiency, high unemployment, low educational attainment, proximity to traffic, health inequities, and pollution.

Goleta's 515 acres of parks and open spaces feature diverse forested areas and specimen trees. Goleta plans to conduct a comprehensive tree inventory across all parks and open spaces. This initiative comprehensively assesses tree health and risk to mitigate high and extreme risk factors. Additionally, Goleta will undertake its inaugural city-wide analysis of canopy coverage and available planting spaces. Using GIS software, canopy mapping, and LiDAR technology, the City aims to identify areas for tree planting initiatives strategically. This approach prioritizes benefiting the identified disadvantaged census tracts highlighted by standardized mapping tools, including the Environmental Protection Agency's Climate and Economic Justice Screening Tool.

Community engagement will be fostered by developing an interactive canopy mapping tool and expanding the annual Arbor Day event. Goleta will implement management standards for all City park trees and devise tree planting plans tailored explicitly for parks. The grant will also fund the installation of 250 trees to benefit residents in disadvantaged census tracts.

## FISCAL IMPACTS:

The City of Goleta has been awarded a \$1,000,000 federal grant through the Inflation Reduction Act's USDA UCF Program, with no requirement for a local matching contribution. The project is expected to be completed by November 30, 2027. The following table outlines the recommended budget appropriations for the federal grant:

Table 1: Budget Appropriations

Fund Type	Account	Account Name	Requested Appropriation	Total Available Budget
USDA Grant	425-50-5400-44600	Grant Proceeds - Federal	\$1,000,000	\$1,000,000
USDA Grant	425-50-5400-51200	Professional Services	\$1,000,000	\$1,000,000

The grant will operate on a quarterly reimbursement basis, meaning the City will incur project-related expenses upfront and be reimbursed by GreenLatinos upon timely submission of detailed financial and performance reports.

Long-term financial impacts are expected to be minimal. The grant will cover costs for initial tree planting and care, staff time, and future maintenance of the newly planted trees.

will be integrated into the City's future operating budget, which is anticipated to be minimal. The appropriation of the USDA UCF Grant represents a significant opportunity for the City to enhance its urban forest, contributing to environmental sustainability, public health, and social equity.

**ALTERNATIVES:**

The City Council may choose not to appropriate the \$1,000,000 in grant funds from the USDA that were allocated to assist the City with urban forestry projects. Such a decision would entail forfeiting the opportunity to secure \$1,000,000 in funding aimed at supporting community urban forestry projects and programs.

**LEGAL REVIEW BY:** Megan Garibaldi, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENT:**

1. GreenLatinos Urban and Community Forestry Program Subaward Agreement for City of Goleta's Urban Forest Climate Adaptation Project

## **ATTACHMENT 1**

GreenLatinos Urban and Community Forestry Program Subaward Agreement for  
City of Goleta's Urban Forest Climate Adaptation Project





City of Goleta

Project Amount: \$1,000,000

Project Completion Date: 11/30/27

Project Number: 00000019

## GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Goleta Urban Forest Climate Adaptation Project

This Subaward Agreement ("Agreement") is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 ("GreenLatinos") and City of Goleta], with its principal offices at 130 Cremona Drive Goleta, CA 93117 ("Subrecipient"). GreenLatinos and Subrecipient may be collectively referred to as "Parties" or each, individually, as a "Party."

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

### Principal Subaward Contacts:

Subaward Program Contact:

George Thomson

130 Cremona Drive Goleta, CA 93117

Telephone: (805) 562-5508

Email: gthomson@cityofgoleta.org

Subaward Financial Contact:

Luke Rioux

130 Cremona Drive Goleta, CA 93117

Telephone: 805.961.7578

Email: Lrioux@cityofgoleta.org

### Principal GreenLatinos Contacts:

GreenLatinos: 1919 14th Street, Suite 700, Boulder, CO 80302 | <https://www.greenlatinos.org/>

Email: [usdausfs@greenlatinos.org](mailto:usdausfs@greenlatinos.org)



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

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

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

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

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

1. **TERM.** This Agreement shall govern the performance of the Parties for the period [ 8/27/2024 | 1:28 PM ] (the "Effective Date") through November 30, 2027, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the "Agreement Term").



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

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

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
  - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$1,000,000 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
  - ii. Invoices. Invoices are to be submitted through GreenLatinos’ subrecipient portal.
  - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.



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- iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
  - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
- b. Community Lead. City of Goleta, Unique Entity Identifier UEI: FWGDH8BMWFZ4, serving as the Community Lead for Goleta], shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
- i. Program Participation. Actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
  - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.
  - iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward. Subrecipient is also responsible for submitting quarterly reimbursement requests tying program



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activities to approved budget expenses, to access grant funding.

iv. Reporting.

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



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





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

#### **4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.**

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

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



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

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





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



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Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos.

Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.



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## 5. **FINANCIAL MANAGEMENT AND ADMINISTRATION.**

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



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

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *[Each Subrecipient will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate. OR Subrecipient approved indirect rate is [XX]% of direct costs. OR Subrecipient has chosen to waive recovery of indirect costs related to this Project.]*

City of Goleta hereby elects to waive recovery of indirect costs for this project.

Initial  
 RN

(Please initial)

## 6. **REPORTING.**

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



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federal donor agency, GreenLatinos and/or their representatives. All records are to be maintained for the additional duration necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.

- iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.
- b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

## **7. INSURANCE.**

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
  - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.



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- ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.
- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

**8. INDEMNIFICATION.** Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.





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## **9. COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.**

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.
- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby



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assigns to GreenLatinos all right, title and interest in any Work Product.

## 10. **TERMINATION.**

- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to





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any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

## 11. **GENERAL PROVISIONS.**

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or



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otherwise modify or affect any other portion of this Agreement.

- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
- f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
- g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement.



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- GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.
- h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement. Accordingly, Subrecipient shall be responsible for the terms described in 2 CFR 200.
  - i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



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This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature	<div>DocuSigned by:  00EFC44FE0024FF...</div>	Date	8/27/2024   1:28 PM PDT
	Mark Magaña, Executive Director GreenLatinos		
Signature	<div>Signed by:  DE112AD5FF77418...</div>	Date	8/27/2024   9:09 AM PDT
	Robert Nisbet, City Manager City of Goleta		



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## APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions



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## EXHIBIT A SCOPE OF Work

# GreenLatinos USDA IRA Urban & Community Forestry Program Attachment A: Scope of Work for City of Goleta Urban Forest Climate Adaptation Project

### I. Project Participants & Primary Points of Contact

- a. **Community Lead: City of Goleta**
- b. **Mailing Address:** 130 Cremona Drive Goleta, CA 93117
- c. **Project Director (City/Organization Point of Contact):** Luz "Nina" Buelna, Interim Public Works Director, nbuelna@cityofgoleta.org
- d. **Program Manager/Assistant:** George Thomson, Parks and Open Space Manager, gthomson@cityofgoleta.org
- e. **Finance Point of Contact:** Luke Rioux, Finance Director, Lrioux@cityofgoleta.org
- f. **Cross Departmental Participants:** N/A
- g. **External Partners:** TBD

### II. Project Background

- a. **Project Title:** City of Goleta, California Urban Forest Climate Adaptation Project
- b. **Project Description:** This project will support a park tree inventory, tree removals, community engagement through the creation of an interactive canopy-mapping and prioritization tool, expansion of the annual Arbor Day event, and planting and maintaining of 250 trees.
- c. **Total Funding:** \$1,000,000
- d. **Period of Performance:** [ 8/27/2024 | 1:28 PM EDT ] - November 30, 2027
- e. **Priority Census Tracts and or Census Block Groups (Disadvantaged Communities) Served:** Please refer to the attached table of priority Census tracts and block groups.

### III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule



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Project reports, due dates, and reimbursements are scheduled below.

***GreenLatinos will make quarterly reimbursements over the course of this project, in accordance with satisfactory progress reports.***

### **Schedule of Quarterly Financial Reimbursement Reports**

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10

### **Schedule of Semi-Annual Program Reports**

Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10



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#### IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. A facsimile transmission or electronic copy shall be deemed an original signature.

Signature  Date 8/27/2024 | 1:28 PM PDT  
Mark Magaña, Executive Director  
GreenLatinos

Signature  Date 8/27/2024 | 9:09 AM PDT  
Robert Nisbet, City Manager  
City of Goleta





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## **Exhibit A**

### **STATEMENT OF WORK (SOW) APPENDIX**

***Please download the budget and budget narrative that you completed, or, entered directly into Salesforce, and attach these documents, along with a detailed project narrative, to this signed Scope of Work. Please sign and submit all these documents to GreenLatinos as a full package.***

***A complete Scope of Work package must include the following:***

- 1. Completed and signed Scope of Work (this document)***
- 2. Detailed Project Narrative***
- 3. Budget (Excel form or downloaded from Salesforce)***
- 4. Budget Narrative (Microsoft Word document or downloaded from Salesforce)***

***The final, approved Scope of Work package will then be attached to the Grant Agreement and submitted to you for signature.***



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## **Project Narrative**

### **1. Project Summary:**

This project will include the following activities:

- Conduct a comprehensive inventory of trees in City parks and open spaces.
- Promptly reduce the risk ratings of high and extreme risk trees through pruning and removal in disadvantaged neighborhoods.
- Implementation of the first-ever city-wide canopy and plantable space analysis to guide tree planting, design landscape plans, and develop a long-term urban forestry plan, specifically to benefit disadvantaged census tracts.
- Engagement of the Goleta community by creating an interactive canopy-mapping and prioritization tool and expanding the annual Arbor Day event.
- Clarification of roles in tree management decisions, establish management standards for all City trees, and develop planting plans for parks.
- Planting of 250 trees that benefit disadvantaged communities and development of a young tree care program.
- Utilize data from the analysis to plant trees, design landscape plans, and implement a long-term urban forestry plan, specifically benefiting Disadvantaged Census tracts.

### **2. Project Scope Alignment:**

The scope of this project aims to utilize data collected during the first two years to directly benefit disadvantaged communities within the City of Goleta and Santa Barbara County. It aligns strongly with goals outlined in the Ten-Year Urban and Community Forestry Action Plan.

**Goal 1:** "Integrate urban and community forestry into all scales of planning."

This project proposes integrating urban and community forestry into areas new to City planning, such as tree inventory and management in parks.



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**Goal 4:** "Strengthen urban and community forest health and biodiversity for long-term resilience."

This project involves inventorying tree assets and creating tree management and planting plans based on the asset inventory and identified gaps in diversity and resilience.

**Goal 5:** "Improve urban and community forest management, maintenance, and stewardship."

The scope includes community engagement by creating an interactive canopy-mapping and prioritization tool and expanding the annual Arbor Day event. It also includes clarifying roles in tree management decisions, establishing management standards for all City trees, and developing planting plans for parks. This project also aligns with Goal 3 of the CAL FIRE Urban and Community Forestry Program Strategic Plan: "Improve the health and management of the urban forest." This will be achieved by championing effective management of urban forests, increasing the resilience of urban forests, and advancing policies that optimize urban forest management. Specific actions include planting 250 trees, developing a young tree care program, creating planting plans for Goleta's urban forest based on inventories and canopy analysis, and developing a city-wide long-term maintenance plan. Overall, this project aims to use the collected data to plant trees, design landscape plans, and implement a long-term urban forestry plan, specifically benefiting Census tracts with disadvantaged communities.

### 3. Implementation Strategy/Methodology/Timeline:

3.1 Tree Inventory: The 515-acres of parks and open spaces in the City contain forested areas as well as specimen trees. To effectively manage these assets, the City will undertake an inventory of trees in parks and open spaces. The inventory will conform to the ISA's Best Management Practices (BMP) for tree inventory. The inventory will also include a Level 1 Tree Risk Assessment (TRA) for all inventoried trees. With a completed inventory in hand, the City will be able to quantify the benefits of its publicly-owned trees, develop a consistent and coherent management plan, identify areas for future tree planting, and



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manage risks associated with its trees. Many of the identified census tracts in the City of Goleta fall within high wildfire and flood risks. Tree inventory and risk assessment conducted within the first two years of the project will identify maintenance needs and develop a long-term plan for combatting hazardous fuels reduction for other long-term projects within parks and open spaces. This inventory will complement the existing street tree inventory already maintained by the city.

Implementation of the inventory is expected to be completed through utilization of a contractor identified through a Request for Proposal (RFP) process. The RFP will be created and posted within the award of the grant, and the inventory fieldwork and report are expected to be completed within the first two years of the grant.

**3.2 Reducing Tree Risk in Parks and Open Spaces:** As the City begins to receive Level 1 TRA data associated with the inventory of trees in parks and open spaces, the City will utilize tree service contractors to reduce the risk of inventoried trees found to have risk ratings of high or extreme. Risk reduction actions are generally expected to consist of pruning or removal of trees in disadvantaged communities to reduce residual risk ratings to moderate or low. This item also includes consulting for nesting bird surveys and drafting of pruning specifications for reducing risk of high and extreme risk trees. Implementation of these risk reduction actions is expected to be completed through utilization of tree service contractors. Tree work in this stage is expected to begin as early as summer 2024 and be completed by November 2027.

**3.3 Canopy Analysis and Plantable Space Analysis:** Planning and management of the urban forest is also greatly enhanced with the incorporation of a high-resolution LIDAR canopy analysis and plantable space analysis, which the City currently lacks. Both analyses play vital roles in the creation of a public-facing, web-based urban forest prioritization tool. The results will be used to quantify percent (and quantity) of canopy, and percent (and quantity) of plantable space, for various geographies, including city-wide, by watershed, by zoning, neighborhood, and by census block group. Canopy and plantable space analysis data will enhance planting within DACs.



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Implementation of these analyses is expected to be completed through utilization of a contractor identified through an RFP process. The RFP will be created and posted within three months of the grant award, and the inventory fieldwork and report are expected to be completed within 9 months of an executed agreement with a contractor.

### 3.4 Community Engagement:

**Arbor Day Event Improvement:** This project proposes to improve and expand the City's annual Arbor Day event by adding a volunteer tree planting component at local elementary schools within disadvantaged neighborhoods, as well as creating and disseminating marketing materials on the benefits of trees and ways residents can get involved. This expansion will occur for all the annual Arbor Day events that fall within the grant period.

**Mapping and Prioritization Tool:** For its own use, and for the use of partners, and stakeholders, the City plans to develop a public-facing, web-based mapping tool that displays various data layers including inventoried trees (existing street tree inventory and proposed parks and open spaces inventory), the proposed high-resolution LIDAR canopy analysis, the plantable space analysis, environmental data layers, and socio-economic data layers. This tool will play an important role in engaging partners and stakeholders in the process of updating the City UFMP in the future. It will also play an important role in identifying priority areas for tree planting and canopy expansion. Creation of the mapping and prioritization tool is expected to be completed through utilization of a contractor, identified through an RFP process.

**Community Feedback:** Community engagement in disadvantaged census tracts will be one focus area of the City's Urban Forestry Management process. Feedback on this project will be solicited and gathered through neighborhood meetings, charettes, and workshops.

- **Clarifying Roles:** Within the City, various staff and volunteer committees play decision-making roles regarding trees. Examples of these staff and committees include the Parks and Open Space Manager, the Public Works Director, staff involved with street and sidewalk repairs, the Public Tree Advisory Committee (PTAC), and the City Council.



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- **Tree Management:** While the already inventoried City Street trees are maintained through an ongoing maintenance schedule, the yet to be inventoried parks and open space trees lack maintenance standards and a schedule. Management strategies and practices specifically for environmentally sensitive habitat areas, such as riparian corridors within parks and open spaces will be included.
- **Park Planting Plans:** Using the mapping and prioritization tool, in concert with community engagement, a tree planting plan will be developed for each of the 16 parks and 14 open spaces. Planting plans will consist of maps and tables that identify the location of each tree to be planted as well as species, size, planting specifications, and establishment maintenance specifications. Implementation of planting plans in disadvantaged communities will be prioritized.

**3.5 Tree Planting:** Once the park planting plans are completed, the City will purchase trees from nurseries and then utilize a contractor to plant 250 trees in parks and open spaces and vacant street tree locations in and benefiting Disadvantaged census tracts. Establishment maintenance will include watering, annual mulching and weeding, staking as needed, stake removal at the end of the grant period, structural pruning of each tree (as needed). This work is expected to begin after there is clear data that points to where more trees are needed within the city. Planting is expected to conclude in 2027.

List of prospective tree species (as recommended by the ISA-Certified arborist):

1. Coast Live Oak (*Quercus agrifolia*): Evergreen oak that provides significant shade and habitat for wildlife.
2. California Sycamore (*Platanus racemosa*): Deciduous tree known for its large size and bark.
3. Valley Oak (*Quercus lobata*): One of the largest oaks in North America, with a broad canopy (typically only planted in open space areas)
4. Toyon (*Heteromeles arbutifolia*): Also known as Christmas berry, it provides bright red berries in winter.
5. Western Redbud (*Cercis occidentalis*): Offers beautiful pink flowers in spring.





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6. California Bay Laurel (*Umbellularia californica*): Aromatic evergreen with edible leaves (appropriate for riparian/partial shade areas)
7. Catalina Ironwood (*Lyonothamnus floribundus* ssp. *asplenifolius*): Rare tree with distinctive foliage and bark.
8. Desert Willow (*Chilopsis linearis*): Not a true willow but offers showy flowers and tolerance to drought.
9. California Fan Palm (*Washingtonia filifera*): The only palm native to the Western United States, it is suitable for larger open spaces.

Other Species for consideration: (drought tolerant non-natives might be more appropriate in certain areas for aesthetics, maintenance, hardiness, and conformity). Site location is an important consideration, such as sidewalk cutout, median, power lines, distance to structures, irrigation availability, etc. Southern CA black walnut, Western redbud, Pacific madrone, Monterey cypress, Island cherry, Mainland cherry, and California Ash are other natives to consider.

These species are well-adapted to the local climate and soil conditions, and they offer benefits such as providing habitat for native wildlife, supporting pollinators, and contributing to the overall ecological health of the urban forest. An ISA certified Arborist (or similar) on staff or in consultation would provide guidance on tree species selection and local tree planting lists/resources will be consulted for selecting tree species. Additionally, no known state-listed invasive species will be planted, native species will be prioritized. The above list is subject to change but will adhere to USDA guidelines. A great Urban Forestry partner is through Cal Poly San Luis Obispo, and they have an extensive tree resource and information website that the City of Goleta will utilize: [Urban Forest Ecosystems Institute | \(calpoly.edu\)](https://www.urbanforestinstitute.org/). City of Goleta is committed to plant non-invasive plant species and will reference CAL IPC's website here: [California Invasive Plant Council – Protecting California's environment and economy from invasive plants \(cal-ipc.org\)](https://www.calipc.org/)

3.6 Project Management: To implement and manage this grant, the City will need additional capacity. This project proposes to hire a contractor to manage grant implementation, including drafting of RFPs, monitoring the progress of



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other contractors providing grant deliverables, and handling grant invoicing and reporting. This contractor is expected to be identified through an RFP process. The timeline of this contractor's work runs from shortly after the grant award until the end of the grant period.

#### 4. Capability and Capacity:

The City of Goleta is experienced in managing projects, contracts, contractors, and consultants at the scale of this project. George Thomson, the City of Goleta's Parks and Open Space Manager, will be the City's lead staff member on this grant. He has over 25 years of public land management experience, including leading over \$20 million of public grant-funded projects. Mr. Thomson currently manages a \$5.6 million grant-funded 90-acre vegetative fuels modification and wildlife habitat improvement project occurring at the City's Ellwood Mesa Open Space.

Other key staff include Mackenzie Christie, the Parks and Open Space Management Analyst. She has grant management experience from her experience working in the nonprofit sector and at the University of California. She has previously managed large federal grants through the National Science Foundation, and she has worked with defense contractors such as DARPA and DoD.

The City currently contracts with Rincon Consultants for City Arborist services. Mr. Greg Ainsworth, Rincon's Natural Resources Director for Arborist and Forestry Services, serves as the City of Goleta's contract City Arborist. He brings over 20 years of experience in managing private and public sector clients with extensive experience in project management, tree surveys, and biological resource assessments on a variety of community development, water, energy, and infrastructure-related projects.

#### 5. Project Partners:

There is substantial support for this effort from local organizations such as Lake Cachuma Resource Conservation District, Santa Barbara County Agricultural Commissioner's Office, Santa Barbara County Fire Department, Audubon Society, and University of California Santa Barbara. The City's Parks and Open





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Space Division currently works with each of these entities on natural resource management, including urban forest issues.

On October 17, 2023, the Goleta City Council approved a formal working relationship with UC Santa Barbara. A contract was approved to have trained UC Santa Barbara staff biologists perform a variety of site stewardship activities focused on the Goleta Butterfly Grove at the Ellwood Mesa Open Space. The Goleta Butterfly Grove is a 90-acre forested area on City property, directly adjacent to the UC Santa Barbara campus and the Isla Vista community. Under the approved agreement, the University of California Santa Barbara (UCSB) Cheadle Center for Biodiversity and Ecological Restoration (UCSB Cheadle Center) provides habitat restoration and enhancement services at the Goleta Butterfly Grove. Specific tasks include, but are not limited to site maintenance, irrigation, weed eradication, restoration planning and implementation, interpretive programming, native seed collection and plant propagation, and collaboration with the larger management team and community. This effort is designed to be a long-term forest stewardship program with multiple benefits and goals, including increasing the number of trees and tree canopy, increasing species diversity and forest age structure, increasing community participation in forest stewardship activities, and providing for learning opportunities for school-aged children.

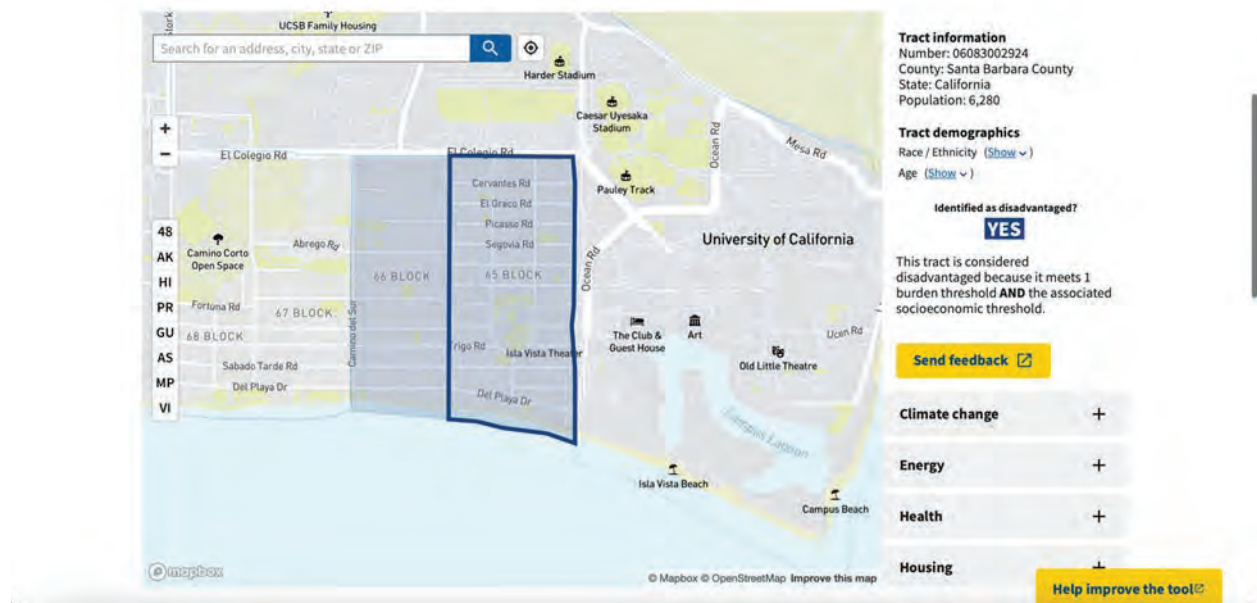
The Ellwood Mesa Open Space is part of a larger contiguous undeveloped natural area that is referred to as the Ellwood-Devereux Coast. The area is jointly managed by UC Santa Barbara, the City of Goleta, and Santa Barbara County, with guidance provided through a co-developed and approved Joint Management Plan ("Open Space Plan"). The overall goal of the Open Space Plan is to protect and enhance the Ellwood-Devereux Open Space Plan Area and provide for public access compatible with the conservation of its regionally significant coastal resources. One of the key guiding principles underlying the Open Space Plan is to establish a contiguous open space along the coast managed for public access and natural resource protection. As such, residents from Isla Vista or Goleta, and students from UC Santa Barbara, benefit from the jointly-managed open space and cannot easily discern where one jurisdictional boundary begins or ends. More information about the Open Space Plan is available here: [Ellwood-Devereux History | Office of Budget &](#)



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## [Planning \(ucsb.edu\)](https://ucsb.edu)

The City of Goleta will be engaging adjacent disadvantaged communities in tree planting initiatives. Isla Vista Disadvantaged tracts such as the CEJST communities outlined below showcase the communities that live adjacent to Ellwood Open Space. Students from this area benefit directly from Ellwood Open Space and are able to access the area through pedestrian and bike trails.



The Map from the Ellwood- Devereux Open Space Plan below shows the contiguous trail system and bike paths that stretch from the western end of Isla Vista to the Butterfly Grove and connect Cross jurisdictional DACs to the City of Goleta. Census tract for Ellwood:





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GreenLatinos: 1919 14th Street, Suite 700, Boulder, CO 80302 | <https://www.greenlatinos.org/>  
Email: [usdausfs@greenlatinos.org](mailto:usdausfs@greenlatinos.org)



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## 6. Communications Plan:

Upon receiving the grant award, the City will create and distribute a press release with the news, including the source of funding. Information about the grant award will be posted on the City's website and on its social media accounts. Our goal is to partner with other agencies that specifically focus on Urban forestry community engagement to benefit and serve disadvantaged areas further. When the online mapping and prioritization tool is released, it will include clear information indicating the source of funding.

Once the grant is received, signage and acknowledgment of the source of funding will occur at the City of Goleta's Town Hall, and an event will occur during City of Goleta's Arbor Week Celebration during March 7-14, 2024. The communications plan will include working with the press, local news, and disseminating promotional materials through Tree City USA and the Arbor Day Foundation. Temporary signage indicating the source of funding will be posted at all Arbor Day events during the grant period.

## 7. Evidence of Disadvantaged Community Status:

The City of Goleta's parks and green spaces serve not only the disadvantaged communities within city limits, but also positively impact and benefit neighborhoods adjacent to the City's boundaries, such as areas around the University of California Santa Barbara, and the Isla Vista communities due to its proximity to Ellwood Mesa Open Space. Several screening tools were used to gather information on disadvantaged census tracts, such as CEJST, EPA IRA Tool and EJScreen, as outlined in the attached table of census tracts and block groups. These Interactive Maps identify areas that need more green space and tree canopy due to increased air toxicity, pollution and health disparities in the City of Goleta. The mapping tools highlight a high concentration of traffic due to proximity to the US-101, many of these same census tracts have higher concentrations of atmospheric lead, and many people within the community are at risk for illnesses such as asthma and cancer. The Climate and Economic Justice screening tool highlights health disparities and low-income communities within Goleta. The US EPA's IRA ArcGIS tool highlights areas that are federally recognized in Goleta as disadvantaged. The combination of the





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 Project Number: 00000019

three screening tools has created a clearer picture for project goals, including investment in disadvantaged communities.

There are several low-income tracts just outside of City limits in the Isla Vista neighborhoods. Isla Vista is home to about 15,000 people; most are students at the University of California Santa Barbara. Many disadvantaged census tracts that benefit from City of Goleta's resources are cross jurisdictional. Some of the cross jurisdictional disadvantaged census tracts that the City of Goleta impacts are: 06083002924, 06083002926, 06083980300, 06083002936, and 06083003005. UCSB students living in cross jurisdictional DACs access areas like Ellwood Mesa and utilize the recreational trails, bluffs, beach, and eucalyptus groves. UCSB students often frequent the area due to its short walk from the Isla Vista neighborhood and campus and the open spaces provide students a close green space to visit away from the Isla Vista community. Ellwood Mesa's unique combination of diverse plant communities, urban forestry practices, and critical habitat for monarch butterflies makes it a significant ecological and geographical area. Conservation efforts in this region not only support urban biodiversity but also play a crucial role in the broader landscape for migratory species like the monarch butterfly. Trees in this region provide essential ecosystem services such as shade, cooling, and habitat for wildlife. Additionally, urban tree canopies help to mitigate urban heat island effects, improve air quality, and support biodiversity within the urban environment.

Grant funds for this project will help put resources into disadvantaged neighborhoods in Goleta and in City Parks and Open Spaces that benefit cross-jurisdictional DACs. This will ensure more equitable access to green spaces and urban forestry. Ellwood Mesa is a prime example of how conservation and preservation of the environment benefits not only native plants and animal species that inhabit the area, but also serve the community. Urban forestry provides numerous benefits that are especially important for disadvantaged communities, from health improvements to economic advantages and environmental equity. Our primary focus with this grant is maintaining, growing, and educating the public on urban forestry because it promotes equitable development, enhances public health, supports environmental sustainability, improves quality of life, and ensures a better future for all.

## IRRIGATION SCHEDULE

- PVC SLEEVE: PVC SCHEDULE 40  
--- TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE  
--- SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR  
--- RELATED COUPLINGS TO EASILY SLIDE THROUGH  
--- SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES  
--- BEYOND EDGES OF PAVING OR CONSTRUCTION.



## Generated: 2023.04.07 16:24

P.O.C. NUMBER: 06	Hydrant 1440
Water source information:	
Flow Available	220.07 GPM
Point of Connection Size:	3"
Flow Available	220.07 GPM
PRESSURE AVAILABLE	126 PSI
Pressure Available	126 PSI
DESIGN ANALYSIS	
Flow Available at POC:	40 GPM
Flow Available at POC:	220.07 GPM
Residual Flow Available:	160.07 GPM
Design Pressure:	45 PSI
Friction Loss:	7.45 PSI
Elevation Loss:	0 PSI
Loss for Valve:	2.48 PSI
Loss for Fittings:	2.48 PSI
Loss for Critical Station:	0 PSI
Loss for Main Line:	18.0 PSI
Loss for Backflow:	12.1 PSI
Critical Station Pressure at POC:	88.0 PSI
Pressure Available:	126 PSI
Flow Available:	40 GPM

**GOLETA MONARCH BUTTERFLY GROVE**

---

**IRRIGATION NOTES AND SCHEDULE**

**L2.0**



SYMBOL LEGEND

SYMBOL	DESCRIPTION	DETAIL
- - -	PROPERTY BOUNDARY	-
- - -	WORK AREA	-
- - -	TRAIL TYPE A: EXISTING NATIVE TRAILS	1 (11/10)
- - -	TRAIL TYPE B: IMPROVED NATIVE TRAILS	1 (11/10)
- - -	TRAIL TYPE C: IMPROVED TRAILS VARYING SURFACES	1 (11/10)
- - -	TRAIL TYPE D: IMPROVED TRAILS UNIFORM SURFACES	1 (11/10)
- - -	EXISTING TRAIL TO REMAIN OUTSIDE OF WORK AREA	-
- - -	BOARDWALK	1 (11/10)
- - -	RECLAIMED TRAIL SECTION	8 (11/10)
- - -	TRAIL Delineator	5 (11/10)
- - -	MONARCH BUTTERFLY ROOSTING SITE	-
- - -	ELLMWOOD MAIN	-

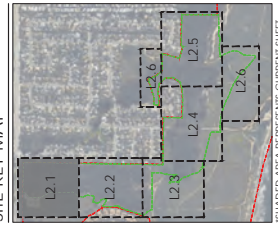
SENSITIVE RESOURCES LEGEND

SYMBOL	DESCRIPTION
- - -	COSTAL WETLAND
- - -	STREAMED/NONWETLAND WATERS OF THE STATE
- - -	NONWETLAND WATERS OF THE U.S.
- - -	WETLAND WATERS OF THE STATE AND U.S.

NOTES

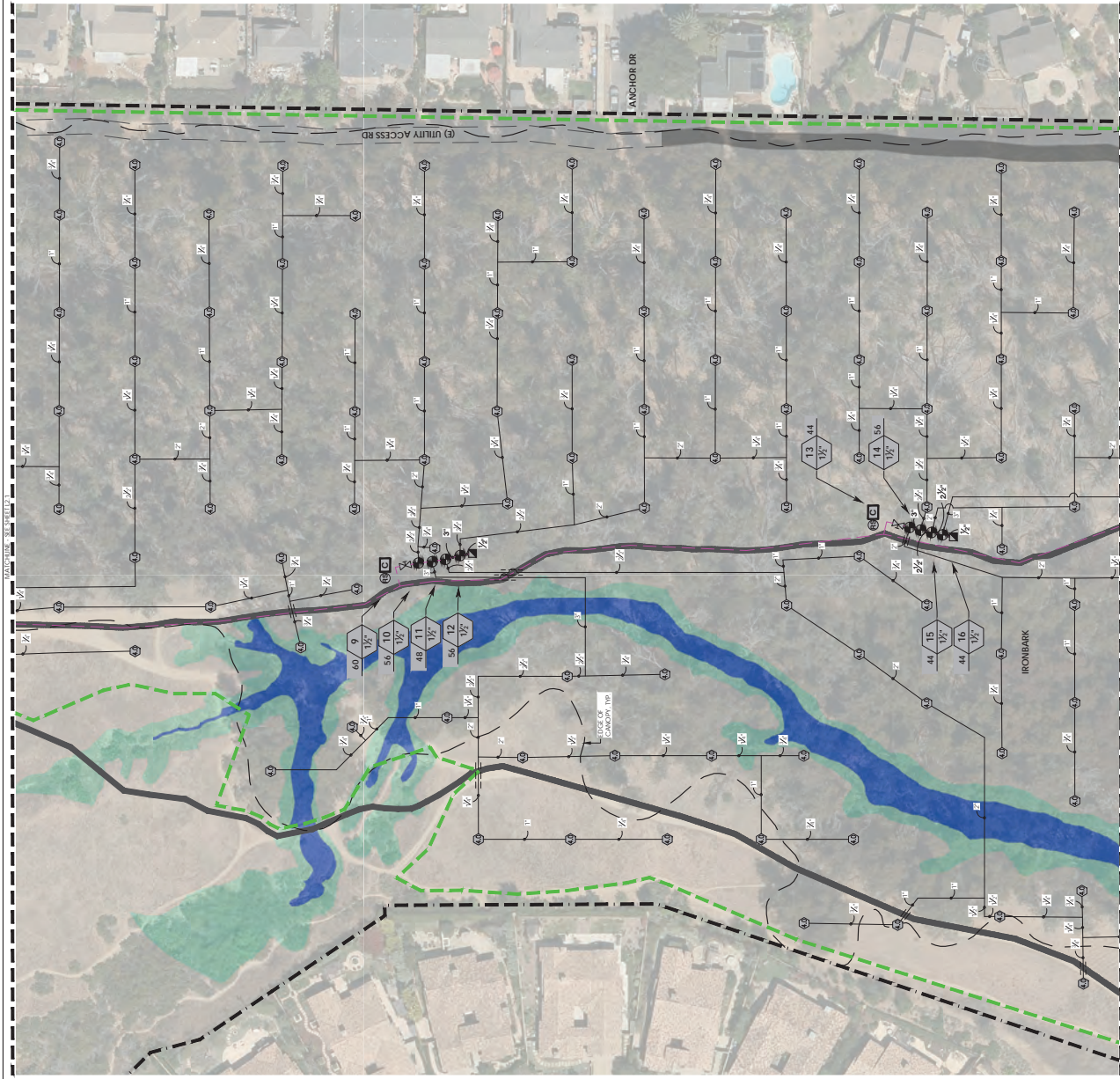
- SEE SHEET 1.0 FOR IRRIGATION NOTES, IRRIGATION SCHEDULE AND WATER CALCULATIONS

SITE KEY MAP



GOLETA MONARCH BUTTERFLY GROVE L2.1  
IRRIGATION PLAN



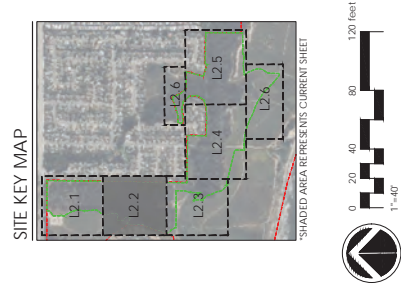


SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	PROPERTY BOUNDARY
	WORK AREA
	TRAIL TYPE A: EXISTING NATIVE TRAILS
	TRAIL TYPE B: IMPROVED NATIVE TRAILS
	TRAIL TYPE C: IMPROVED TRAILS VARYING SURFACES
	TRAIL TYPE D: IMPROVED TRAILS UNIFORM SURFACES
	EXISTING TRAIL TO REMAIN OUTSIDE OF WORK AREA
	BOARDWALK
	RECLAIMED TRAIL SECTION
	TRAIL DELINEATOR
	MONARCH BUTTERFLY ROOSTING SITE
	ELWOOD MAIN

SENSITIVE RESOURCES LEGEND	
SYMBOL	DESCRIPTION
	COASTAL WETLAND
	STREAMED/NONWETLAND WATERS OF THE STATE
	NONWETLAND WATERS OF THE U.S.
	WETLAND WATERS OF THE STATE AND U.S.

NOTES

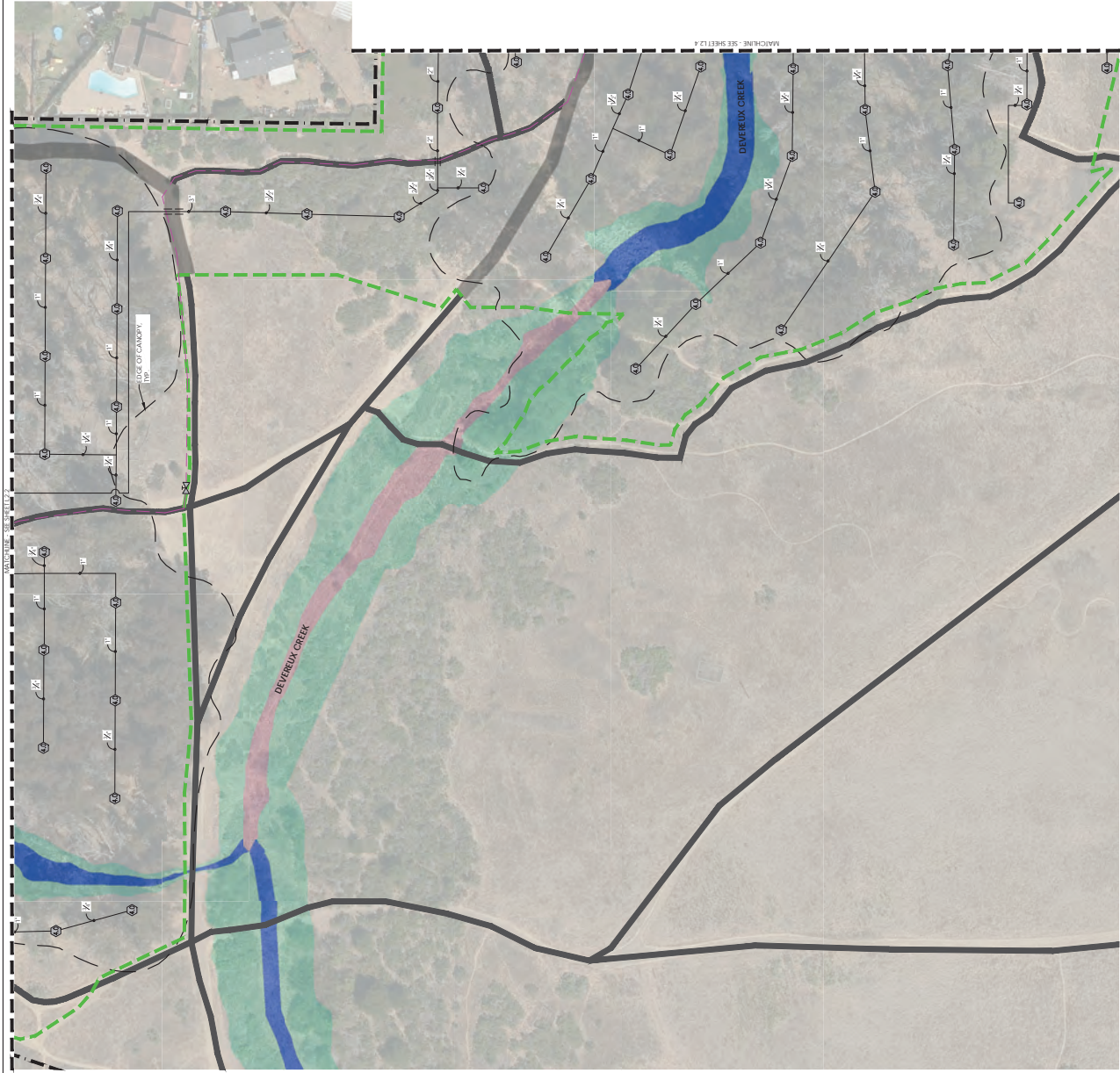
- SEE SHEET 12.0 FOR IRRIGATION NOTES, IRRIGATION SCHEDULE, AND WATER CALCULATIONS



# GOLETA MONARCH BUTTERFLY GROVE

## IRRIGATION PLAN





SYMBOL LEGEND

SYMBOL	DESCRIPTION	DETAIL
	PROPERTY BOUNDARY	-
	WORK AREA	-
	TRAIL TYPE A: EXISTING NATIVE TRAILS	1 (11/0)
	TRAIL TYPE B: IMPROVED NATIVE TRAILS	1 (11/0)
	TRAIL TYPE C: IMPROVED TRAILS VARYING SURFACES	1 (11/0)
	TRAIL TYPE D: IMPROVED TRAILS UNIFORM SURFACES	1 (11/0)
	EXISTING TRAIL TO REMAIN OUTSIDE OF WORK AREA	-
	BOARDWALK	1 (11/0)
	RECLAIMED TRAIL SECTION	8 (11/0)
	TRAIL DELINEATOR	5 (11/0)
	MONARCH BUTTERFLY ROOSTING SITE	-
	ELWOOD MAIN	-

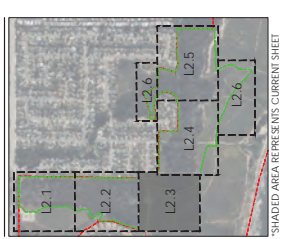
SENSITIVE RESOURCES LEGEND

SYMBOL	DESCRIPTION
	COSTAL WETLAND
	STREAMBED/NONWETLAND WATERS OF THE STATE
	NONWETLAND WATERS OF THE U.S.
	WETLAND WATERS OF THE STATE AND U.S.

NOTES

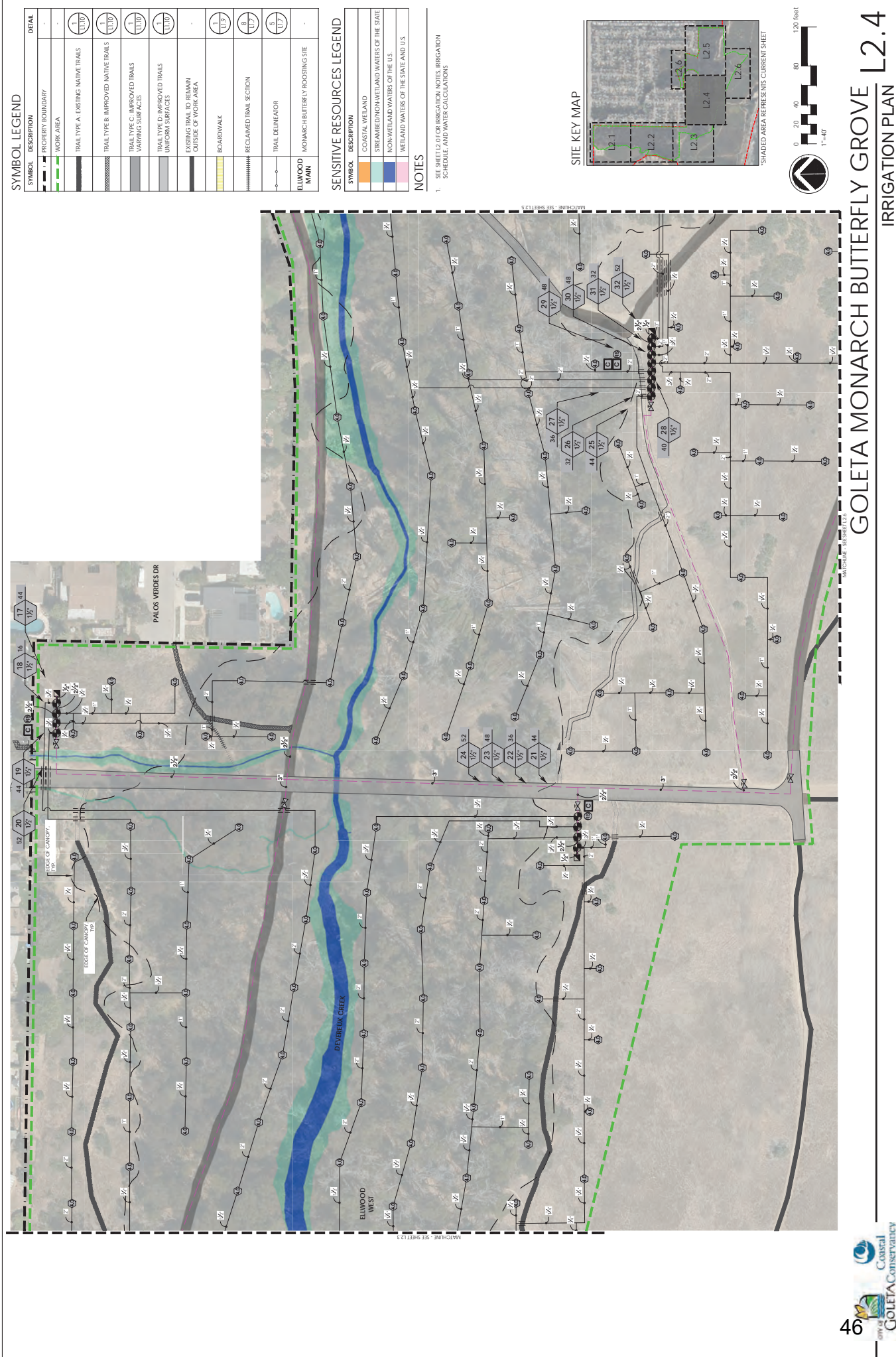
- SEE SHEET 12.0 FOR IRRIGATION NOTES, IRRIGATION SCHEDULE, AND WATER CALCULATIONS

SITE KEY MAP



GOLETA MONARCH BUTTERFLY GROVE L2.3  
IRRIGATION PLAN







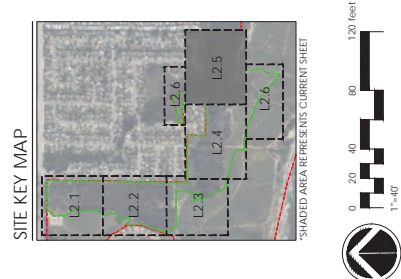


SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	PROPERTY BOUNDARY
	WORK AREA
	TRAIL TYPE A: EXISTING NATIVE TRAILS
	TRAIL TYPE B: IMPROVED NATIVE TRAILS
	TRAIL TYPE C: IMPROVED TRAILS VARYING SURFACES
	TRAIL TYPE D: IMPROVED TRAILS UNIFORM SURFACES
	EXISTING TRAIL TO REMAIN OUTSIDE OF WORK AREA
	BOARDWALK
	RECLAIMED TRAIL SECTION
	TRAIL DELINEATOR
	MONARCH BUTTERFLY ROOSTING SITE
	ELWOOD MAIN

SENSITIVE RESOURCES LEGEND	
SYMBOL	DESCRIPTION
	COSTAL WETLAND
	STREAMED/NONWETLAND WATERS OF THE STATE
	NONWETLAND WATERS OF THE U.S.
	WETLAND WATERS OF THE STATE AND U.S.

NOTES

- SEE SHEET 2.0 FOR IRRIGATION NOTES, IRRIGATION SCHEDULE, AND WATER CALCULATIONS



GOLETA MONARCH BUTTERFLY GROVE L2.5  
IRRIGATION PLAN



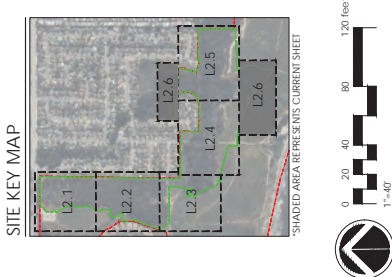
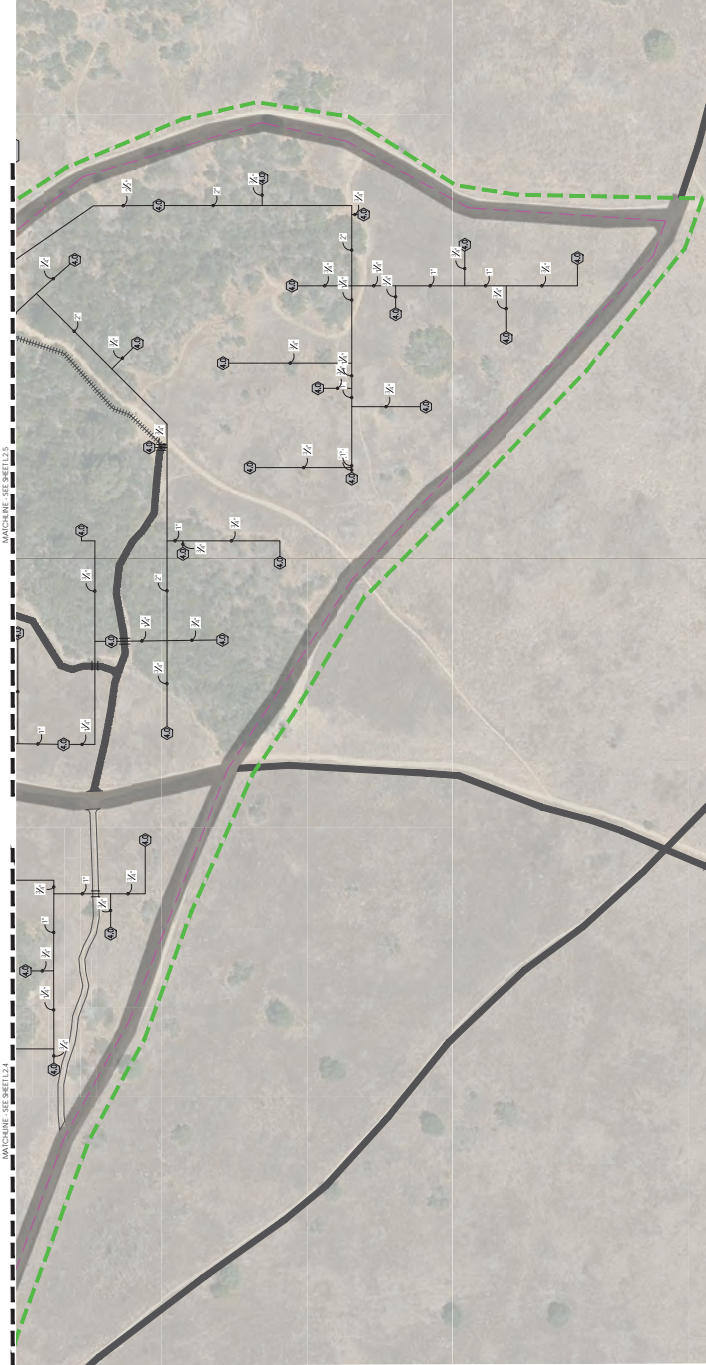


SYMBOL LEGEND		
SYMBOL	DESCRIPTION	DETAIL
- - -	PROPERTY BOUNDARY	-
- - -	WORK AREA	-
- - -	TRAIL TYPE A: EXISTING NATIVE TRAILS	1 (11/07)
- - -	TRAIL TYPE B: IMPROVED NATIVE TRAILS	1 (11/07)
- - -	TRAIL TYPE C: IMPROVED TRAILS VARYING SURFACES	1 (11/07)
- - -	TRAIL TYPE D: IMPROVED TRAILS UNIFORM SURFACES	1 (11/07)
- - -	EXISTING TRAIL TO REMAIN OUTSIDE OF WORK AREA	-
- - -	BOARDWALK	1 (11/07)
- - -	RECLAIMED TRAIL SECTION	8 (11/07)
- - -	TRAIL DELINEATOR	5 (11/07)
- - -	MONARCH BUTTERFLY ROOSTING SITE	-

SENSITIVE RESOURCES LEGEND		
SYMBOL	DESCRIPTION	
- - -	COSTAL WETLAND	
- - -	STREAMED/NONWETLAND WATERS OF THE STATE	
- - -	NONWETLAND WATERS OF THE U.S.	
- - -	WETLAND WATERS OF THE STATE AND U.S.	

NOTES

1. SEE SHEET 12.0 FOR IRRIGATION NOTES, IRRIGATION SCHEDULE, AND WATER CALCULATIONS



# GOLETA MONARCH BUTTERFLY GROVE L2.6

## IRRIGATION PLAN



Goleta, CA Census Tracts Served with IRA UCF Funding				
Census Tract(s) and/or Census Block Groups	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)	
<b>06083002906</b>				
060830029061	No	No	Yes	80th percentile Less Than High School Education 79th percentile Cancer 80th percentile Hazardous Waste Proximity 95th percentile Wildfire Risk
060830029062	No	No	Yes	85th percentile Under Age 5 80th percentile Unemployment Rate 77th percentile Over Age 64 79th percentile Cancer 78th percentile Hazardous Waste Proximity 97th percentile Wildfire Risk 84th percentile Flood Risk
<b>06083002914</b>				
060830029141	No	No	Yes	99th percentile Over Age 64 95th percentile Unemployment Rate 83rd percentile Limited English Speaking 95th percentile Cancer 83rd percentile Hazardous Waste Proximity 97th percentile Wildfire Risk
060830029142	No	No	Yes	86th percentile Under Age 5 81st percentile Unemployment Rate 95 percentile Cancer 81th percentile Hazardous Waste Proximity 94th percentile Wildfire Risk
060830029143	No	No	Yes	72nd percentile Under Age 5 95th percentile Cancer 74th Hazardous Waste Proximity 97th percentile Wildfire Risk
<b>06083002933</b>				
060830029331	No	No	Yes	77th percentile Limited English Speaking 82nd percentile Hazardous Waste Proximity 93rd percentile Wildfire Risk 72nd percentile Flood Risk
<b>06083002935</b>				
060830029351	No	No	Yes	83rd percentile Less Than High School Education 76th percentile Low Income 72nd percentile Limited English Speaking 72nd Hazardous Waste Proximity 88th percentile Wildfire Risk
<b>06083003001</b>				
060830030011	No	Yes	Yes	95th percentile Unemployment Rate 86th percentile Limited English Speaking 79th percentile Over Age 64 74th percentile Low Income 84th percentile Hazardous Waste Proximity 75th percentile Nitrogen Dioxide 97th percentile Flood Risk
060830030012	No	No	Yes	80th percentile Over Age64 77th percentile Limited English Speaking 73rd percentile Hazardous Waste Proximity 96th percentile Flood Risk 83rd percentile Wildfire Risk
060830030014	No	Yes	Yes	99th percentile Less Than High School Education 91th percentile Limited English Speaking 71st percentile Low Income 95th percentile Hazardous Waste Proximity 93rd percentile Nitrogen Dioxide 92nd percentile Traffic Proximity 82nd percentile Lead Paint 82nd percentile Diesel Particulate Matter 76th Particulate Matter 2.5 81st percentile Flood Risk
060830030015	No	Yes	Yes	98th percentile Less Than High School Education 94th percentile Limited English Speaking 87th percentile Low Income 97th percentile Hazardous Waste Proximity 95th percentile Lead Paint 94th percentile Nitrogen Dioxide 93rd percentile Traffic Proximity 85th percentile Diesel Particulate Matter 79th percentile Particulate Matter 2.5 80th percentile Wildfire Risk
<b>06083002909</b>				
060830029091	No	No	Yes	70th Hazardous Waste Proximity 96th percentile Wildfire Risk 80th percentile Flood Risk





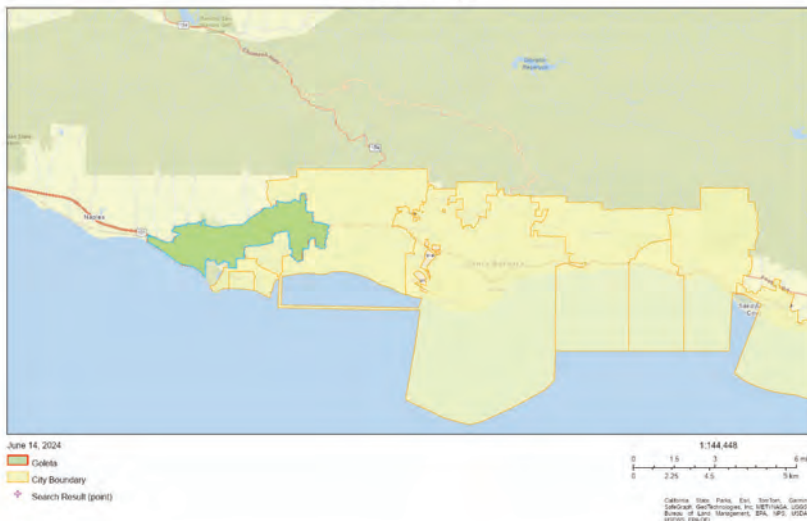
# EJScreen Community Report

This report provides environmental and socioeconomic information for user-defined areas, and combines that data into environmental justice and supplemental indexes.

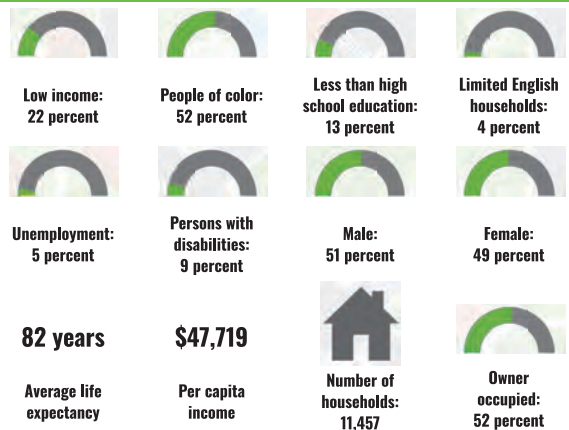
## Goleta, CA

the User Specified Area  
Population: 31,928  
Area in square miles: 7.93

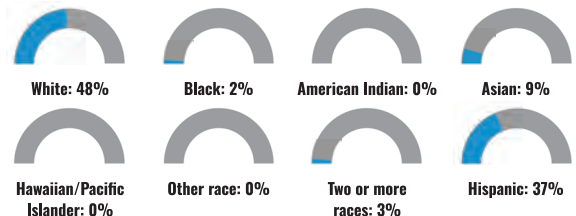
A3 Landscape



### COMMUNITY INFORMATION



### BREAKDOWN BY RACE



### BREAKDOWN BY AGE



### LIMITED ENGLISH SPEAKING BREAKDOWN



Notes: Numbers may not sum to totals due to rounding. Hispanic population can be of any race. Source: U.S. Census Bureau, American Community Survey (ACS) 2017-2021. Life expectancy data comes from the Centers for Disease Control.

### LANGUAGES SPOKEN AT HOME

LANGUAGE	PERCENT
English	64%
Spanish	25%
French, Haitian, or Cajun	1%
German or other West Germanic	1%
Russian, Polish, or Other Slavic	1%
Other Indo-European	1%
Chinese (including Mandarin, Cantonese)	5%
Vietnamese	1%
Tagalog (including Filipino)	1%
Other Asian and Pacific Island	1%
Total Non-English	36%

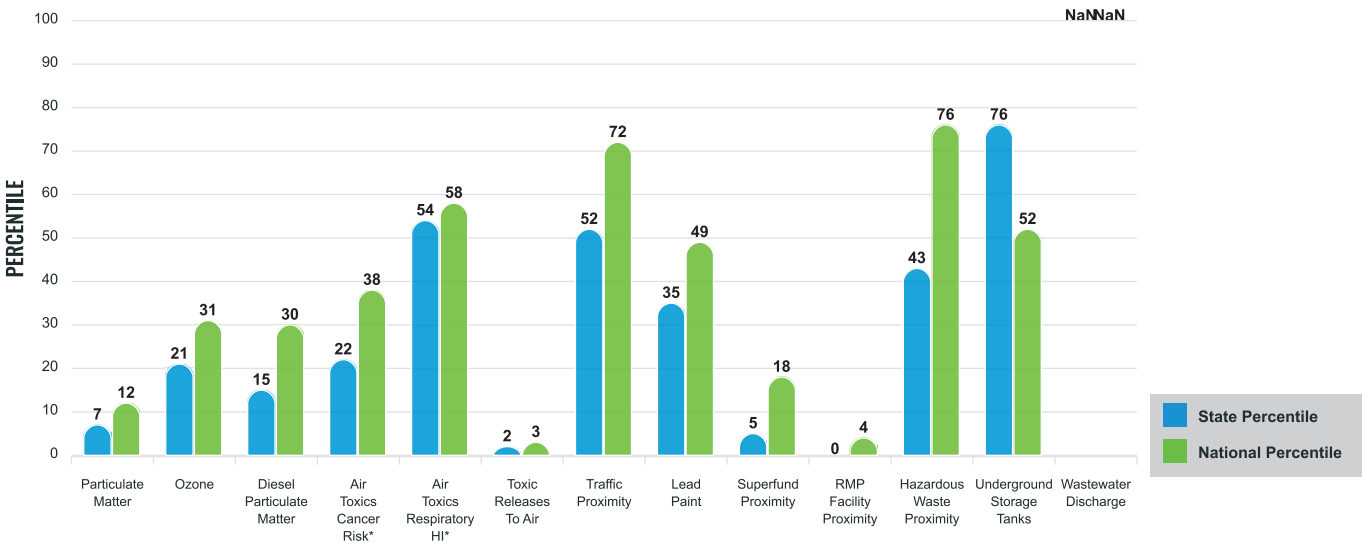
# Environmental Justice & Supplemental Indexes

The environmental justice and supplemental indexes are a combination of environmental and socioeconomic information. There are thirteen EJ indexes and supplemental indexes in EJScreen reflecting the 13 environmental indicators. The indexes for a selected area are compared to those for all other locations in the state or nation. For more information and calculation details on the EJ and supplemental indexes, please visit the [EJScreen website](#).

## EJ INDEXES

The EJ indexes help users screen for potential EJ concerns. To do this, the EJ index combines data on low income and people of color populations with a single environmental indicator.

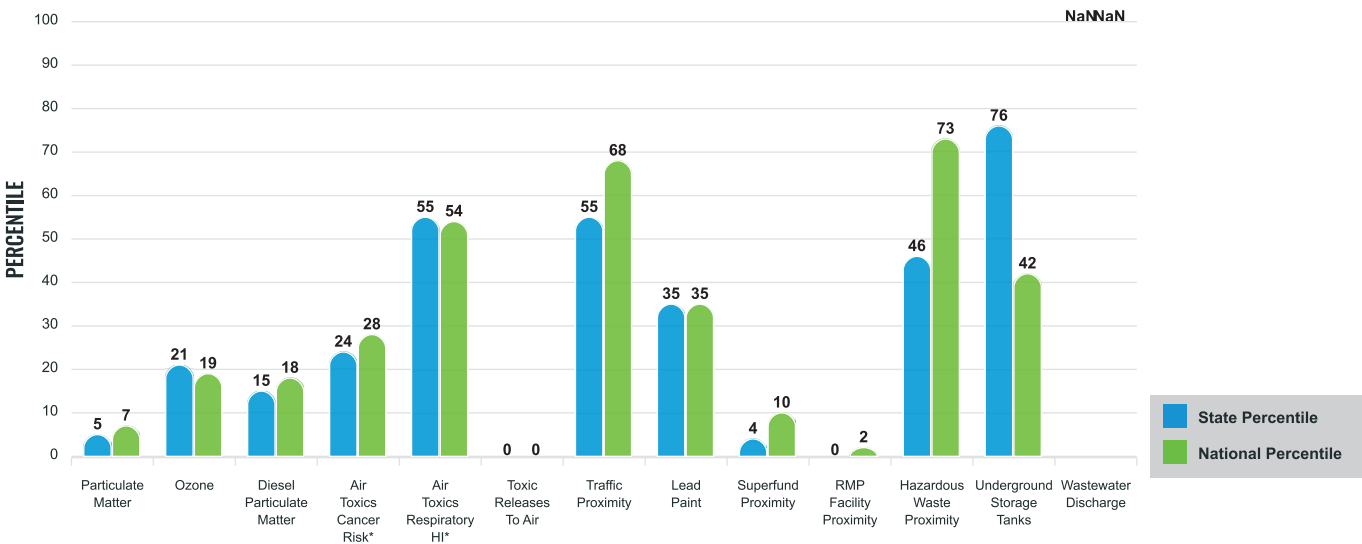
### EJ INDEXES FOR THE SELECTED LOCATION



## SUPPLEMENTAL INDEXES

The supplemental indexes offer a different perspective on community-level vulnerability. They combine data on percent low-income, percent linguistically isolated, percent less than high school education, percent unemployed, and low life expectancy with a single environmental indicator.

### SUPPLEMENTAL INDEXES FOR THE SELECTED LOCATION



These percentiles provide perspective on how the selected block group or buffer area compares to the entire state or nation.

Report for the User Specified Area

# EJScreen Environmental and Socioeconomic Indicators Data

SELECTED VARIABLES	VALUE	STATE AVERAGE	PERCENTILE IN STATE	USA AVERAGE	PERCENTILE IN USA
<b>POLLUTION AND SOURCES</b>					
Particulate Matter ( $\mu\text{g}/\text{m}^3$ )	5.56	8.65	4	8.08	5
Ozone (ppb)	56.7	65.9	17	61.6	16
Diesel Particulate Matter ( $\mu\text{g}/\text{m}^3$ )	0.0947	0.26	11	0.261	14
Air Toxics Cancer Risk* (lifetime risk per million)	20	27	3	25	5
Air Toxics Respiratory HI*	0.28	0.34	2	0.31	4
Toxic Releases to Air	0.002	780	1	4,600	1
Traffic Proximity (daily traffic count/distance to road)	340	510	66	210	85
Lead Paint (% Pre-1960 Housing)	0.11	0.31	36	0.3	36
Superfund Proximity (site count/km distance)	0.014	0.17	4	0.13	9
RMP Facility Proximity (facility count/km distance)	0.021	0.57	0	0.43	1
Hazardous Waste Proximity (facility count/km distance)	3.7	5.9	44	1.9	84
Underground Storage Tanks (count/km <sup>2</sup> )	1.1	1.5	76	3.9	50
Wastewater Discharge (toxicity-weighted concentration/m distance)	N/A	4	N/A	22	N/A
<b>SOCIOECONOMIC INDICATORS</b>					
Demographic Index	37%	45%	39	35%	60
Supplemental Demographic Index	12%	15%	44	14%	46
People of Color	52%	61%	38	39%	67
Low Income	22%	28%	46	31%	40
Unemployment Rate	5%	7%	47	6%	57
Limited English Speaking Households	4%	9%	46	5%	73
Less Than High School Education	13%	16%	54	12%	66
Under Age 5	5%	6%	52	6%	54
Over Age 64	14%	16%	53	17%	45
Low Life Expectancy	15%	18%	17	20%	9

\*Diesel particulate matter, air toxics cancer risk, and air toxics respiratory hazard index are from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. Cancer risks and hazard indices from the Air Toxics Data Update are reported to one significant figure and any additional significant figures here are due to rounding. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

## Sites reporting to EPA within defined area:

Superfund .....	0
Hazardous Waste, Treatment, Storage, and Disposal Facilities .....	6
Water Dischargers .....	53
Air Pollution .....	4
Brownfields .....	0
Toxic Release Inventory .....	14

## Other community features within defined area:

Schools .....	8
Hospitals .....	2
Places of Worship .....	6

## Other environmental data:

Air Non-attainment .....	No
Impaired Waters .....	Yes

Selected location contains American Indian Reservation Lands* .....	No
Selected location contains a "Justice40 (CEJST)" disadvantaged community .....	No
Selected location contains an EPA IRA disadvantaged community .....	Yes

Report for the User Specified Area

## EJScreen Environmental and Socioeconomic Indicators Data

HEALTH INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Low Life Expectancy	15%	18%	17	20%	9
Heart Disease	4.4	5.2	26	6.1	16
Asthma	9.2	9.5	37	10	27
Cancer	5.2	5.3	51	6.1	27
Persons with Disabilities	8.3%	10.9%	31	13.4%	20

CLIMATE INDICATORS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Flood Risk	17%	13%	76	12%	81
Wildfire Risk	59%	30%	70	14%	86

CRITICAL SERVICE GAPS					
INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Broadband Internet	8%	10%	54	14%	40
Lack of Health Insurance	7%	7%	60	9%	52
Housing Burden	No	N/A	N/A	N/A	N/A
Transportation Access	No	N/A	N/A	N/A	N/A
Food Desert	No	N/A	N/A	N/A	N/A

Report for the User Specified Area



City of Goleta  
Project Amount: \$1,000,000  
Project Completion Date: 11/30/27  
Project Number: 00000019

## **EXHIBIT B PROGRAM BUDGET**



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program  
Operations, Urban & Community Forestry Program Budget Summary  
USDA Grant Period of Performance: 8/2024-11/30/2027

Unique Entity Identifier:	FWGDH8BMWFZ4	Organization Name:	City of Goleta
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2 CFR 200: [Link Here](#) Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

Category	Year 1 (7/1/24-6/30/25) Federal	Year 2 (7/1/25-6/30/26) Federal	Year 3 (7/1/26-6/30/27) Federal	Year 4 (7/1/27-11/30/27) Federal	Subtotal Federal
A. Personnel	\$8,771	\$9,011	\$9,305	\$3,055	\$30,142
B. Fringe	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0
D. Supplies	\$0	\$0	\$39,980	\$0	\$39,980
E. Contractual	\$142,348	\$325,444	\$281,446	\$155,872	\$905,109
F. Other Direct Costs	\$7,000	\$7,350	\$7,718	\$2,701	\$24,769
Total Direct Charges	\$158,118	\$341,805	\$338,448	\$161,629	\$1,000,000
Total Project Costs	\$158,118	\$341,805	\$338,448	\$161,629	\$1,000,000

A. Personnel & Fringe

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1 (7/1/24-6/30/25)			Year 2 (7/1/25-6/30/26)			Year 3 (7/1/26-6/30/27)			Year 4 (7/1/27-11/30/27)			Subtotal
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	
Parks and Open Space Manager	Signatory, will supervise program staff and inform program vision	George Thomson	\$274,643	1%	\$2,741	\$282,882	1%	\$2,801	\$291,369	1%	\$2,908	\$100,037	1%	\$1,000	\$9,450.32
Management Analyst	Manage program activities	Mackenzie Christie	\$150,738	4%	\$6,030	\$155,260	4%	\$6,210	\$159,918	4%	\$6,397	\$54,905	4%	\$2,055	\$20,691.69
Federal Request			Year 1 Total:			Year 2 Total:			Year 3 Total:			Year 4 Total:			All Years: \$30,142.01
Cost of Living Adjustment Justification	3%														
Fully Burdened Rates provided by City of Coleta Financial Analyst (fringe and salary) are used in this section for the Parks and Open Space Manager and the Management Analyst position															
Rates are multiplied by 2080 to get an annual Fully Burdened rate salary															



B. Fringe

Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contribution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.

Position	Name	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Parks and Open Space Manager Management Analyst	George Thomson Mackenzie Christie					
Federal Request						
Fringe Category		Rate				
Total						0.00%
Justification						
Fully Burdened Rates provided by City of Goleta Financial Analyst (fringe and salary) are used in this section for the Parks and Open Space Manager and the Management Analyst position						
**Rates are multiplied by 2080 to get an annual Fully Burdened rate salary						

C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:  
[Link Here](#)  
GSA Guidance:  
[Link Here](#)

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Watering Bags	Based on Home Depot pricing estimate for ~ \$15/water bag, 2 bags/tree = \$15*2*250			\$7,500.00		\$7,500.00
Irrigation Materials	See budget narrative for cost breakdown. Materials include, but are not limited to couplings, adapters, controllers, valve, PVC piping, tubing, tape, irrigation tools.			\$5,000.00		\$5,000.00
Stakes for tree planting	Home Depot online pricing. One time purchase for 500 stakes, 2 stakes needed per tree at a unit cost of \$7/stake.			\$3,500.00		\$3,500.00
Mulch for tree planting	Price estimated on a price analysis of Home Depot's stock. Each mulch bag cost \$5. \$5*300 Bags = \$1,500			\$1,500.00		
Fertilizer and Soil for tree planting	Price estimated on a price analysis of Home Depot's stock. Fertilizer/Soil bags cost \$25 each. 30 bags* \$25 = \$750			\$750.00		
Tools	Tools/Equipment rental estimated via a price analysis of Home Depot. Tools include: 8 Shovels @ \$16/unit = \$128 4 Post Hole Diggers @ \$34/unit = \$136 4 Garden hoes @ \$30/unit = \$120 8 Rakes @ \$12/unit = \$96			\$480.00		\$480.00
Tree Planting - 250 saplings	Home Depot online pricing. Trees (saplings) range from \$50-100/tree. The Unit cost est. used is \$85/tree.			\$21,250.00		\$21,250.00
<b>Federal Request</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$39,980.00</b>	<b>\$0.00</b>	<b>\$37,730.00</b>

## E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Canopy Mapping Consultant: Activities includes satellite imagery, drone imagery, LIDAR mapping, Data Processing, ground truthing, and consulting services	The hourly rate for Canopy mapping imagery, analysis, ground truthing and consulting is estimated to be \$300/hour at 500 hours over the course of Years 1-2. Estimates provided by preauthorized environmental consultant firm at the City of Coleta	\$90,000.00	\$60,000.00			\$150,000.00
Project Management - Environmental Consultant Firm & City Arborist	Rate determined by using the average rate for an arborist and GIS analyst based on a quote from a pre-authorized city environmental consulting firm at \$205.82 per hour. Total estimated hours over Year 1-4: 576.47 hours	\$32,097.63	\$34,594.23	\$32,575.13	\$19,382.07	\$118,649.06
Landscape Plans: Landscape designer to develop Plans for landscape architecture, species identification,	Average of market analysis based on Santa Barbara County estimates for landscape architecture in the area. A consultant landscape architect hourly rate is \$125/hour. The total amount of hours for this work is estimated to be 320 split up over Years 2-3		\$20,500.00	\$19,500.00		\$40,000.00
Young Tree Care - Landscaping Maintenance and Improvements	All labor cost including at least two (2) crews, with at least three (3) per crew, and at least 1(1) landscape specialist that works minimum two (2), eight (8), hours shift a month; equipment cost; overhead cost; insurances; and other agreed upon costs between the consultant and City of Coleta. Annual Maintenance contract \$50/Hour - 8 hour shifts per month			\$4,800.00	\$2,400.00	\$7,200.00
Tree Inventory/Asset Risk Assessment - Maintenance Improvements	Daily rate is \$2500/day based on a 3 man crew and equipment for pruning, tree removal, cleanup, etc. The estimated total amount of hours for this work will be 202.304 days. Daily rate and hours based on past annual maintenance work and contracts the city has had with tree contractors.		\$170,100.00	\$201,570.00	\$134,090.00	\$505,760.00
Tree Inventory Assets and Risk Assessment	GIS consultant and state agencies will work to gather data on GIS software system to regularly schedule annual maintenance activities and risk assessments city wide. Based on project manager rate of \$125/hour. Estimated hours for years 1-2: 324. Consultant rate based on previous contracts with vendor.	\$20,250.00	\$20,250.00			\$40,500.00
Community Forestry Engagement: State and local agencies for community organization, Arbor day coordination, species identification, inventory analysis, nonprofit cooperation specifically in disadvantaged census tracts	Costs are based on restoration assistant rate at UCSB of \$38.38/hour and a restoration coordinator rate of \$125/hour. Estimated hours for Years 2-3: 263 hours. (\$38.38+\$125)*268 = \$42,999.98		\$19,999.67	\$23,000.64		\$43,000.31
<b>Federal Request</b>		<b>\$142,347.63</b>	<b>\$325,443.90</b>	<b>\$281,445.77</b>	<b>\$155,872.07</b>	<b>\$905,109.36</b>

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
ESRI Software	10 licenses at the basic level is \$700//license. Estimated 5% increase per year based on prior licensing experience with vendor.	\$7,000.00	\$7,350.00	\$7,717.50	\$2,701.13	\$24,768.63
Federal Request		\$7,000.00	\$7,350.00	\$7,717.50	\$2,701.13	\$24,768.63



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## EXHIBIT B PROGRAM BUDGET

### **Budget:**

	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)	Subtotal
Category	Federal	Federal	Federal	Federal	Federal
A. Personnel	\$8,771	\$9,011	\$9,305	\$3,055	\$30,142
B. Fringe	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0
D. Supplies	\$0	\$0	\$39,980	\$0	\$39,980
E. Contractual	\$142,348	\$325,444	\$281,446	\$155,872	\$905,109
F. Other Direct Costs	\$7,000	\$7,350	\$7,718	\$2,701	\$24,769
Total Direct Charges	\$158,118	\$341,805	\$338,448	\$161,629	<b>\$1,000,000</b>
<b>Total Project Costs</b>	<b>\$158,118</b>	<b>\$341,805</b>	<b>\$338,448</b>	<b>\$161,629</b>	<b>\$1,000,000</b>

### **Budget Narrative**

The budget period for the City of Goleta, California Urban Forest Climate Adaptation Project will begin in August, 2024 and continue to November 30, 2027. The Budget is broken down under the following categories:

#### A. Personnel

City of Goleta Staff will allocate approximately \$28,768 of the project management budget to staff coordination and management efforts. Two staff members are listed in the budget, George Thomson, Parks and Open Space Manager and Mackenzie Christie, Management Analyst. A fully burdened rate (FBR) provided by Financial Analysts at the City of Goleta is used. The FBR includes salaries and the following Fringe categories: retirement, medicare & social security, life insurance, long term disability, and health plan allowance. The table below breaks out



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the amount for each position for FY 2024-2025. phone allowance The FBR is current Annual.

For The Parks and Open Spaces Manager position and the Management Analyst the Fringe are broken down as follows:

- Parks and Open Space Manager: approximate 53.505% Fringe from table below
  - Fringe Benefit Amount = Fully Burdened Rate - Hourly Rate
    - Fringe Benefit Amount = 132.04 – 86.02 = 46.02
  - Fringe % = (Fringe Benefit/Hourly Rate) X 100
    - (46.02/86.02) x 100 ~ 53.5%
- Management Analyst: approximate 48.23% Fringe from table below
  - Fringe Benefit Amount = Fully Burdened Rate - Hourly Rate
    - Fringe Benefit Amount = 72.47 – 48.89 = 23.58
  - Fringe % = (Fringe Benefit/Hourly Rate) X 100
    - (25.58/48.89) x 100 ~ 48.23%

Current Employee Name / Vacancy	Title	YR2 REGULAR SALRIES	YR2 TOTAL RETIREMENT	YR2 TOTAL MED & SS	YR2 LIFE INS & ADD	YR2 LONG TERM DISABILITY	YR2 Health Plan Allowance	YR2 PHONE ALLOWANCE
CHRISTIE, MACKENZIE	MANAGEMENT ANALYST	101,692	8,046.14	1,721.47	300	500	17,030.04	-
THOMSON, GEORGE	PARKS & OPEN SPACE MANAGER	178,914	34,994.27	2,848.15	500	800	17,030.04	480.00

- Parks and Open Space Manager: FBR is \$132.04 per hour with an estimated 1% effort throughout the course of the project for oversight, and guidance. The non-burdened rate for the Parks and Open Space Manager is \$86.02 per hour. Salary Steps without benefits for Parks and Open Space Manager range from \$ 134,089.29 to \$ 178,900.
  - Year 1: \$274,643 yearly \* 1% effort = \$2,741
  - Year 2: \$282,882 yearly (3% COLA rate) \* 1% effort = \$2,801
  - Year 3: \$291,369 yearly (3% COLA rate)\* 1% effort = \$2,908
  - Year 4: \$100,037 (4 months at 3% COLA) \* 1% effort = \$1,000
 Parks and Open Space Manager Total: \$9,450
- The Management Analyst: has a FBR of \$72.47 per hour with a 4% effort throughout the project period, except for year 4 where





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1% effort is given. The non-burdened rate for the Management Analyst is \$48.89. Salary steps without benefits for Management Analyst range from \$97,271.10 to \$ 124,145.31

- Year 1: \$150,738 yearly \* 4% effort per year = \$6,030
- Year 2: \$155,260 yearly (3% COLA rate) \* 4% effort = \$6,210
- Year 3: \$159,918 yearly (3% COLA rate) \* 4% effort = \$6,397
- Year 4: \$54,905 (4 months at 3% COLA) \* 1.28% effort = \$705

Management Analyst Total: \$19,342

## B. Supplies

- The supplies required to plant 250 trees are broken down below. These supplies include sapling trees, planting supplies such as water bags, mulch, fertilizer stakes, ties, tools and irrigation materials. All pricing was based on Home Depot online stock estimates for planting 250 tree saplings. Watering Bags: Two watering bags will be used per tree for irrigation purposes. Watering bags cost \$15 per bag.
  - \$15 @ 2 bags per tree @ 250 trees = \$7,500.
- Irrigation Materials: Irrigation materials are based on orders that have been made from our maintenance team at the City of Goleta. Products such as Weathermatic SMARTLINE Irrigation controller, Hunter Node-BT Battery Operated Controller w/ Bluetooth, Weathermatic BlackBullet MAXInline Valves, couplings, adapters, PVC pipes, sprinkler heads and other irrigation items are typically bought at a local business called AquaFlo. Parks and Open Space Division. This estimate is based on invoices from last year for several parks and open space projects as well as discussions with a City Arborist employed via a pre-authorized consultancy.
  - 4 Adapters @ \$179/unit = \$716
  - 20 Valves @ \$122/unit= \$2,440
  - 6 controllers @ \$249/unit = \$1,494



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- Bulk PVC piping (60 units of 2 in PVC pipe @ \$5/ft) = \$300
  - Bulk Couplings (25 units @ \$2 unit) = \$50

Total: \$5,000
- Stakes and Ties: 500 stakes, two per tree, will be purchased at a unit cost of \$7 per stake. Unit cost was determined via a price analysis of Home Depot stock.
  - 500 stakes @ \$7 = \$3,500
- Mulch: 300 bags of mulch will be purchased for tree planting. Unit cost was determined via a price analysis of Home Depot stock.
  - 300 bags @ \$5 per bag = \$1,500
- Fertilizer: 30 bags of mulch will be purchased for tree planting. Unit cost was determined via a price analysis of Home Depot's stock.
  - 30 bags @ \$25 per bag = \$750
- Tools and equipment: Tools/equipment rental were estimated via a price analysis of Home depot's stock. Tools needed for planting trees include: Shovels, rakes, garden hoes, post hole diggers. The range for each unit cost of these tools shown on Home Depot's website is \$12-\$70. An estimate for the tools needed for tree planting include:
  - 8 Shovels @ \$16/unit =\$128
  - 4 Post Hole Diggers @ \$34/unit = \$136
  - 4 Garden hoes @ \$30/unit = \$120
  - 8 Rakes @ \$12 =/unit = \$96

Total: \$480
- Trees: 250 trees will be purchased for tree planting activities. Unit cost was estimated via a price analysis on the Home Depot website. Tree costs vary from \$50-\$100. Unit cost is estimated at \$85.
  - 250 trees @ \$85 = \$21,250.



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**C. Contractual (Total = \$509,109.04)**

Canopy Mapping Consultant:

Canopy mapping tasks are broken down under Drone Imagery, LiDAR Mapping, Data Processing/Analysis, and Ground Truthing. Year 1 includes NAIP Imagery, NOAA Lidar, Drone Imagery and some Lidar Mapping. Year 2 includes remaining Lidar mapping, data analysis and ground truthing. Estimates are received from an Environmental consultant off the preauthorized consultant list for the City of Goleta and confirmed in discussions with a City Arborist working as a pre-authorized consultant. The hourly rate for Canopy mapping imagery, analysis, truthing and consulting is estimated to be \$300/hour at 400 hours over the course of Years 1-2. This rate is a combined rate for a GIS Analyst II, Senior GIS Analyst and an Arborist. This is a best estimate and a full procurement process will occur after proposal approval to determine the final cost.

- 300 hours in year 1 \* \$300 + 200 hours in year 2 \* \$300 = \$150,000

Tasks	Hours	Cost
NAIP Imagery 2023		
Canopy Analysis	40	\$ 7,500.00
NOAA Lidar 2018		
Canopy Analysis	40	\$ 7,500.00
Drone Imagery		
Collection	110	\$ 20,000.00
Imagery Processing	80	\$ 15,000.00
Canopy Analysis	40	\$ 7,500.00
Citywide Lidar Mapping (Optional)		
Collection (sub)		\$ 30,000.00
Processing (sub)		\$ 25,000.00
Canopy Analysis	40	\$ 7,500.00
Ground Truthing		
Field Maps	50	\$ 10,000.00
QAQC	50	\$ 10,000.00
Analysis	50	\$ 10,000.00

Project management Consultant:

The I environmental consultant will provide project management, biological expertise and overall coordination for the project. The



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consultant will clarify roles in tree management decisions, create management standards, and lead tree long term maintenance plans. Years 1 and 2 will be focused on Canopy mapping, and management of inventory analysis in addition to gathering and processing data for developing landscape plans and tree planting. The Environmental Consultant's time will decrease in Years 3 & 4 to focus on project management for city wide tree maintenance projects. The rate used was determined during discussions is an averaged rate for an arborist and GIS analyst of \$205.82 . This is the best estimate and a full procurement process will occur after proposal approval to determine the final cost. Total estimated hours over Year 1-4 are approximately 576 hours.

- Year 1: 155.95 hours \* \$205.82/hour = \$32,097.63
- Year 2: 168.08 hours \* \$205.82/hour = \$34,594.23
- Year 3: 158.27 hours \* 205.82/hour = \$32,575.13
- Year 4: 94.17 hours \* 205.82/hour = \$19,382.07
- Total: 576.47 hours \*205.82/hour = \$118,649.06

#### Park Tree/Landscape Plans:

Environmental consulting time and Landscape architecture design time will be needed to create tree and landscape plans for parks in the City. The City of Goleta will also work with partner groups such as local Universities, nonprofit groups and volunteers to scope the area for best suitable locations to plant trees and native species. A consultant landscape architect's unit costs are \$125/hour. This was determined via an average of market analysis based on Santa Barbara County estimates for landscape architecture in the area and via discussions with a civil architect professional. Tasks are broken down under the following: overlay of inventory, aerial imaging, public meetings for Tree Advisory Council, detailed design development for parks and open spaces, stakeholder consultations, final design, project management, drafting specifications, and contingency.

- Year 1: 164 hours \* \$125/hour = \$20,500
- Year 2: 156 hours \* 125/hour = \$19,500



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Total: 320 hours \*125/hour = \$40,000

#### Tree Inventory/Risk Assessment and Maintenance Improvements:

This project will also include tree maintenance to perform pruning, tree removals, and specialized tree projects throughout the City. Contracted State agencies will work with city staff and the city arborist to identify species best suited for parks and open spaces and conduct inventory. This will include a tree maintenance contractor at an hourly rate. The Tree Maintenance contract will go through the RFP process, for annual maintenance, emergency work, specialized projects, and on call services. The daily rate for this estimate is based on a quote for a previous contract with a tree maintenance contractor and includes labor, insurance, materials, permits, equipment, and supervision. See attached quote. Unit cost is \$2,500/day based for a 3-person crew and equipment for pruning, dead tree removal, and cleanup. The estimated total number of days for this work will be 202.26 days.

- Year 2: \$2,500/day \* 68.04 days = \$170,100
- Year 3: \$2,500/day \* 80.628 days = \$201,570
- Year 4: \$2500/day \* 53.636 days = \$134,090

Total: \$2,500/day \* 202.304 days = \$505,760

#### Young Tree Care Program

Once 250 young tree saplings are planted, they will need landscape maintenance for pruning and specialized tree care. Totals are based on an on call landscaping company contracted with the City of Goleta. All labor cost including at least two (2) crews, with at least three (3) per crew, and at least (1) landscape specialist that works minimum two (2), eight (8), hours shift a month; equipment cost; overhead cost; insurances; and other agreed upon costs between the consultant and City of Goleta. Maintenance contract is set at \$50/Hour - 8 hour shifts per month with a 3% annual cost of living adjustment.

- Year 3: \$50/hour X 96 hours = \$4800
- Year 4: \$75/Hour X 32 Hours = \$2,400



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Total: \$7,200

Inventory Assets and Risk Assessment:

A GIS consultant and state agencies will work to gather data on a GIS software system to track inventory, regularly schedule annual maintenance activities, and perform risk assessments city wide. GIS Consultant rate is estimated at \$125/hour. Estimated hours for years 1-2 are 324. This Consultant rate is based on vendor's current schedule of fees used in previous contracts with the city and confirmed in discussions with a City Arborist working as a pre-authorized consultant. This is a best estimate and a full procurement process will occur after proposal approval to determine the final cost.

- Year 1: 162 hours X rate of \$125/hour = \$20,250
- Year 2: 162 hours X rate of \$125/hour = \$20,250

Total = \$40,500

Community Forestry Engagement:

State and local agencies will coordinate with community organizations such as UCSB and Cal Poly to implement Arbor Day event planning, species identification best suited for project areas, conduct inventory analysis, and collaborate with nonprofits in disadvantaged census tracts. Rates are based on a Restoration Assistant rate quoted by UCSB as \$38.38/hour and a Restoration Coordinator rate of \$125/hour.

- Year 2: \$38.38/hour \* 122.42 hours + \$125/hour \* 122.41 hours = \$19,999.67
- Year 3: \$38.38/hour \* 140.78 hour + \$125/hour \* 140.78 hours = \$23,000.64

Total: 43,000.31

D. Other Direct Costs:





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### GIS Software

Software will allow Arborist, consultants, city staff, and community partners to track inventory, risk assessments, read data for project areas, and make decisions for tree planting based on this tool. The city estimates a need for 10 licenses at the basic level which is \$700/license. This estimation is based on prior licensing experience with a vendor and an estimated 5% increase is added to each year for licensing renewal.

- Year 1: 10 licenses \* 700/license = \$7,000
- Year 2: 10 licenses \* (700/license\*5% increase) = \$7,350
- Year 3: 10 licenses \* (735/license\*5% increase) = \$7,717.50
- Year 4: 10 licenses \* (771.75/license\*5% increase) = \$2,071.3





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## **EXHIBIT C ADDITIONAL TERMS AND CONDITIONS**

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."



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## 2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
  - i. Subrecipient and its employees, may not:
    - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - 2) Procure a commercial sex act during the period of time that the award is in effect; or
    - 3) Use forced labor in the performance of the award or subawards under the award.
  - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
    - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      - (a) Associated with performance under this award; or
      - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
  - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
    - 1) Associated with performance under this award; or



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- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- c. Provisions applicable to any Subrecipient:
  - i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
    - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
  - i. "Employee" means either:
    - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
    - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii. "Private entity"
    - 1) Means any entity other than a state, local government, Indian tribe, or foreign public



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entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

- (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- (b) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- a. Subrecipient may not require its employees, contractors, or Subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
- c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
  - i. Will prohibit the Subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



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- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
5. FREEDOM OF INFORMATION ACT. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
  - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including



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Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- b. Specify the actions subawardee will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
  - i. Shall abide by the terms of the statement, and
  - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.





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- C. Without the GreenLatinos Case Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
- D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
- E. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

10. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



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## EXHIBIT D NOTICE OF PRIME AWARD

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013  
Between  
GREENLATINOS  
And The  
USDA, FOREST SERVICE  
COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY  
WASHINGTON OFFICE**

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: [sm.fs.wospfreports@usda.gov](mailto:sm.fs.wospfreports@usda.gov)

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at [rhonda.horn@usda.gov](mailto:rhonda.horn@usda.gov).

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



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OMB 0596-0217  
 Expiration Date: 11/30/2017  
 Rev. (12-13)

B. **STATEMENT OF SUBSTANTIAL INVOLVEMENT.** The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
4. Review and approve any proposed competitive process for new subawards.
5. Consult in the selection of key personnel, if requested.
6. Participate in the presentation of results in publications and/or conference presentations, if requested.

C. **NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES:** To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.



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4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
  5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Mark Magaña 1919 14 <sup>th</sup> Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: <a href="mailto:markmagana@greenlatinos.org">markmagana@greenlatinos.org</a>	Joan Kato 1919 14 <sup>th</sup> Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: <a href="mailto:joankato@greenlatinos.org">joankato@greenlatinos.org</a>

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Kasey Yturralde, PhD, National Program Specialist 201 14 <sup>th</sup> Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: <a href="mailto:kasey.yturralde@usda.gov">kasey.yturralde@usda.gov</a>	Rhonda Horn, Grants Management Specialist 201 14 <sup>th</sup> Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: <a href="mailto:rhonda.horn@usda.gov">rhonda.horn@usda.gov</a>

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).





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**F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.**

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

<p>The invoice must be sent by one of three methods:</p> <p>EMAIL (mandatory): <a href="mailto:SM.FS.asc_ga@usda.gov">SM.FS.asc_ga@usda.gov</a></p> <p>FAX: 877-687-4894</p> <p>POSTAL: Albuquerque Service Center          Payments – Grants &amp; Agreements          101B Sun Ave NE          Albuquerque, NM 87109</p>	<p>Send a copy to:</p> <p>Kasey Yturralde  <a href="mailto:Kasey.yturralde@usda.gov">Kasey.yturralde@usda.gov</a></p>
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- G. ELECTION OF DE MINIMIS INDIRECT RATE.** GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

- H. PRIOR WRITTEN APPROVAL.** GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

- I. MODIFICATIONS.** Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior



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to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark  
Magaña

Digitally signed by Mark  
Magaña  
Date: 2023.12.13  
15:15:41 -05'00'

MARK MAGAÑA, President & CEO  
GreenLatinos

Date

STEVEN  
KOEHN

Digitally signed by  
STEVEN KOEHN  
Date: 2023.12.13  
15:49:12 -05'00'

STEVEN W. KOEHN, Director  
Cooperative Forestry  
USDA Forest Service, State, Private and Tribal  
Forestry

Date

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

Rhonda Horn

Digitally signed by  
Rhonda Horn  
Date: 2023.12.13  
17:43:03 -07'00'

RHONDA HORN  
USDA Forest Service Grants Management Specialist

Date





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## ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at [fsrs.gov](https://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<sup>th</sup> and December 31<sup>st</sup>. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later



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than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30<sup>th</sup> and December 31<sup>st</sup>. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30<sup>th</sup> and December 31<sup>st</sup> to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting
- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.
- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the



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recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

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

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or*





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*retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:  
***"This institution is an equal opportunity provider."***

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.



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- O. AWARD CLOSEOUT. GreenLatinos must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. DEBARMENT AND SUSPENSION. GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of subrecipients or contracts for debarment and suspension. All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
  - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) Use forced labor in the performance of the award or subawards under the award.



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- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
        - i. Associated with performance under this award; or
        - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or





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- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**T. DRUG-FREE WORKPLACE.**

- 1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



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3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

**U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.**

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

**V. ELIGIBLE WORKERS.** GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations



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regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.





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## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most



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- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*  
 If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and,
    - iv. A domestic or foreign for-profit organization
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.



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5. *Subrecipient* means a non-Federal entity or Federal agency that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170





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## ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee



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to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).



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## EXHIBIT E SUBAWARD DATA

(i)	<b>Subrecipient Name</b>	City of Goleta
(ii)	<b>Subrecipient Unique Entity Identifier:</b>	FWGDH8BMWZFZ4
(iii)	<b>Federal Award Identification Number (FAIN):</b>	24-CA-11132544-013
(iv)	<b>Federal Award Date of Award to the Recipient by the Federal Agency:</b>	October 12, 2023
(v)	<b>Subaward Period of Performance Start Date:</b>	8/27/2024   1:28 PM PDT
(vi)	<b>Subaward Period of Performance End Date:</b>	11/30/27
(vii)	<b>Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:</b>	\$1,000,000
(viii)	<b>Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:</b>	\$1,000,000
(ix)	<b>Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:</b>	\$1,000,000
(x)	<b>Federal Award Project Description:</b>	The City of Goleta proposes to update and implement an urban forest management plan to combat historic drought and be more resilient to future climate change. This plan will utilize a city-wide canopy and plantable space analysis to plant 250 trees in disadvantaged communities and guide community engagement by creating an interactive canopy-mapping and engagement tool and expanding Arbor day as a community event.



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## **EXHIBIT F WHISTLEBLOWER NOTICE**

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;



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- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).





## **EXHIBIT G**

### **2 CFR PART 170**

1. Reporting Subawards and Executive Compensation.
  - a. *Reporting of First-Tier Subawards.*
    - i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or Federal agency (see definitions in paragraph e. of this award term).
    - ii. *Where and When to Report.*
      - 1) The non-federal entity or federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
      - 2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
    - iii. *What to Report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
  - b. *Reporting Total Compensation of Recipient Executives for Non-Federal Entities.*
    - i. *Applicability and What to Report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
      - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
      - 2) in the preceding fiscal year, you received
        - (a) 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
        - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance



- subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
    - 1) As part of your registration profile at <https://www.sam.gov>.
    - 2) By the end of the month following the month in which this award is made, and annually thereafter.
  - c. *Reporting of Total Compensation of Subrecipient Executives.*
    - i. *Applicability and What to Report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-federal entity Subrecipient under this award, you shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if
      - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
        - (a) 80% or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
        - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
      - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC



§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - 1) To the recipient.
  - 2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the Subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
  - i. “Federal Agency” means a Federal agency as defined at 5 USC section 551(1) and further clarified by 5 USC section 552(f).
  - ii. “Non-Federal Entity” means all of the following, as defined in 2 CFR part 25:
    - 1) A governmental organization, which is a state, local government, or Indian tribe;
    - 2) A foreign public entity;
    - 3) A domestic or foreign nonprofit organization; and,
    - 4) A domestic or foreign for-profit organization
  - iii. “Executive” means officers, managing partners, or any other employees in management positions.
  - iv. “Subaward”:
    - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



- 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. "Subrecipient" means a non-federal entity or federal agency that:
  - 1) Receives a subaward from you (the recipient) under this award; and
  - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).



City of Goleta  
 Project Amount: \$1,000,000  
 Project Completion Date: 11/30/27  
 Project Number: 00000019

**EXHIBIT H**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

OMB No. 0505-0027  
 Date: 09/30/2025

Expiration



**Certification Regarding  
 Debarment, Suspension,  
 Ineligibility and Voluntary  
 Exclusion Lower Tier Covered  
 Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;





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Project Amount: \$1,000,000  
Project Completion Date: 11/30/27  
Project Number: 00000019

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.	
ORGANIZATION NAME City of Goleta	PR/AWARD NUMBER OR PROJECT NAME 00000019
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Robert Nisbet, City Manager	
SIGNATURE <div><div>Signed by:</div><div>Robert Nisbet</div><div>DE112AD5FF77418...</div></div>	DATE 8/27/2024   9:09 AM PDT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)



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 Project Number: 00000019

632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared



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ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)

**Certificate Of Completion**

Envelope Id: 5D85E8062B834852A70367375549EAC7

Status: Completed

Subject: Complete with DocuSign: Goleta GreenLatinos USDA IRA UCF Grant Package.pdf

Source Envelope:

Document Pages: 104

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Molly

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72632 Coyote Rd.

Envelope Stamping: Enabled

Pendleton, OR 97801

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

molly.hass@cayusegov.com

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Pool: Cayuse Shared Services

Location: DocuSign

**Signer Events****Signature****Timestamp**

Robert Nisbet

rnisbet@cityofgoleta.org

city manager

goleta

Security Level: Email, Account Authentication  
(None)Signed by:  
  
DE112AD5FF77418...

Signature Adoption: Pre-selected Style

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Sent: 8/26/2024 10:39:27 AM

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Signed: 8/27/2024 9:09:16 AM

**Electronic Record and Signature Disclosure:**

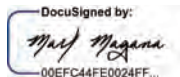
Accepted: 8/26/2024 1:32:35 PM

ID: 795a9885-5b5d-4e54-9d51-da726dc873f6

Mark Magana

markmagana@greenlatinos.org

Founding President &amp; CEO

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
00EFC44FE0024FF...

Signature Adoption: Pre-selected Style

Using IP Address: 172.93.132.176

Signed using mobile

Sent: 8/27/2024 9:09:21 AM

Viewed: 8/27/2024 1:28:20 PM

Signed: 8/27/2024 1:28:44 PM

**Electronic Record and Signature Disclosure:**

Accepted: 8/27/2024 1:28:19 PM

ID: f307bf31-dcc7-4c34-93e6-2ceb3316c5d9

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Mariana Del Valle Prieto Cervantes

marianadelvalle@greenlatinos.org

Chief of Staff

Security Level: Email, Account Authentication  
(None)**COPIED**

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**Electronic Record and Signature Disclosure:**

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Carbon Copy Events	Status	Timestamp
Kasey Yturalde kasey.yturalde@usda.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/27/2024 1:28:49 PM
Rachna Vas rachnavas@greenlatinos.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/27/2024 1:28:50 PM Viewed: 8/27/2024 7:48:42 PM
Joe Toolan joetoolan@greenlatinos.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/27/2024 1:28:51 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2024 10:39:27 AM
Certified Delivered	Security Checked	8/27/2024 1:28:20 PM
Signing Complete	Security Checked	8/27/2024 1:28:44 PM
Completed	Security Checked	8/27/2024 1:28:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cayuse Shared Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Cayuse Shared Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [chris.leonard@cayusegov.com](mailto:chris.leonard@cayusegov.com)

#### **To advise Cayuse Shared Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [chris.leonard@cayusegov.com](mailto:chris.leonard@cayusegov.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Cayuse Shared Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [chris.leonard@cayusegov.com](mailto:chris.leonard@cayusegov.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Cayuse Shared Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [chris.leonard@cayusegov.com](mailto:chris.leonard@cayusegov.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cayuse Shared Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cayuse Shared Services during the course of your relationship with Cayuse Shared Services.