

APPROVED

NOV 04 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-185

DATE November 04, 2021

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

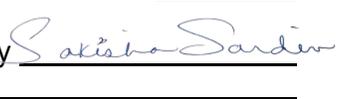
SUBJECT: CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION - CITY OF LOS ANGELES PARK TREE INVENTORY, TREE PLANTING AND ARBORICULTURE EDUCATION PROJECT (GRANT AGREEMENT NO. 8GG17403) – PROJECT EXTENSION AMENDMENT NO. 2

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
J. Kim	_____	*N. Williams	<u>NDW</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President  Board Secretary 

RECOMMENDATIONS

1. Approve the California Department of Forestry and Fire Protection (Cal Fire) Grant Agreement No. 8GG17403 Amendment No. 2 with the City of Los Angeles Department of Recreation and Parks (RAP) for the City of Los Angeles Park Tree Inventory, Tree Planting and Arboriculture Education (GRNXRPA5) Project (Project), as set forth in Attachment 1 to this Report (“Amended Grant”); and
2. Authorize RAP’s General Manager, or designee, to execute the Amended Grant as set forth in Attachment 1 of this Report, subject to approval by the City Attorney as to form.

SUMMARY

In late December 2017, the Urban and Community Forestry Program Grant was released by Cal Fire. This competitive grant will provide approximately \$17,500,000 of Greenhouse Gas Reduction Fund (GGRF) funding for Urban and Community Forestry California Climate Investments (CCI) projects in fiscal year 2017/2018.

On September 11, 2018, RAP received an award notification from Cal Fire for this Grant, which awarded \$1,312,500 for the Project (Report 18-089).

In late August 2021/early September 2021, Cal Fire notified RAP that the State Legislature extended the Urban and Community Forestry Program Grant from March 30, 2022 to March 30, 2023 due to the COVID-19 pandemic, public closure, and strict social distancing requirements

BOARD REPORT

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which made it difficult for agencies to perform and meet some of the grant requirements. Although RAP Staff have completed most of the grant requirements, there are others that may require additional time to fulfill such as Volunteer Planting and Volunteer Tree Care Event, and Education/Outreach. Cal Fire has issued the Amended Grant attached hereto as Attachment 1 to extend the performance period of the grant to March 30, 2023. The Amended Grant does not alter any other specific terms or conditions of the original grant agreement and does not increase the grant dollar amount awarded. The grant amount will remain at \$1,312,500.

RAP has spent \$1,057,518.56 as of September 30, 2021. RAP staff requests approval of the Amended Grant.

TREES AND SHADE

RAP Staff and the Los Angeles Conservation Corps, in partnership as per grant requirements, have planted 689 trees of various species at 23 RAP facilities and parks under this grant to date.

The trees inventory has been completed by Davey Resources Group. There is a total of 154,009 trees on RAP facilities and parks. Out of 154,009 trees, 136,607 are trees and 17,492 are vacant sites or stumps of which dead trees were removed.

FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund. The Amended Grant is for \$1,312,500.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 5:	Ensure an Environmentally Sustainable Park System
Outcome No. 2:	A healthy urban forest across the park system.
Key Metric:	Percentage of park trees inventoried.
Target:	100% by 2022
Result:	689 trees of various species were planted at 23 RAP facilities and parks and a total of 154,009 trees were inventoried under this grant.

This report was prepared by Kai Wong, Senior Project Coordinator, Grants Administration, Finance Division, and reviewed by Bill Jones, Chief Management Analyst, Grants Administration, Finance Division.

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LIST OF ATTACHMENTS

- 1) Cal Fire Grant Agreement 8GG17403 Amendment 2


DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 (916) 653-7772
 Website: www.fire.ca.gov



October 11, 2021

Bill Jones
 City of Los Angeles, Department of Recreation and Parks (RAP) - Grants Administration
 221 North Figueroa St, Suite 200
 Los Angeles, CA 90012

8GG17403: Amendment 2; City of Los Angeles, Department of Recreation and Parks (RAP), “City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project”

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Henry Herrera at 951-320-6125 if you have questions concerning services to be performed.

1. Full grant amendment including terms and conditions, approval letter, and other exhibits enclosed. Please sign, scan, and return the agreement to Kevin Haran at kevin.haran@fire.ca.gov no later than **October 25, 2021**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
 CAL FIRE
 Attn: Grants Management Unit/UCF Grants
 P.O. Box 944246
 Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Kevin Haran
 Grants Analyst
 Grants Management Unit

CC: Henry Herrera
 Larissa Frees
 Walter Passmore

Enclosures

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: City of Los Angeles, Department of Recreation and Parks (RAP)
PROJECT TITLE: City of Los Angeles Park Tree Inventory, Tree Planting and
 Arboriculture Education Project
GRANT AGREEMENT: 8GG17403 Amendment 2

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 30, 2023.
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Amendment to extend project performance period deadline to March 30, 2023 due to COVID-19 related difficulties.

Total State Grant not to exceed \$ 1,312,500.00 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**City of Los Angeles, Department of Recreation
and Parks (RAP)**

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By Michael A. Shull Digitally signed by Michael A. Shull
 Date: 2021.10.15 11:25:50 -07'00'
 Adobe Acrobat version: 11.0.23
 Signature of Authorized Representative

By _____
 Title: **Matthew Reischman**
 Deputy Director, Resource Management

Title General Manager

Date 10/15/2021

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GG17403	PO ID 0000004263	SUPPLIER ID 0000012153
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 1,312,500.00
GL UNIT N/A	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2017	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 0.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 92006	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and City of Los Angeles, Department of Recreation and Parks (RAP), hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed one million three hundred twelve thousand five hundred dollars (\$1,312,500.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection 2017/18 California Climate Investments Urban and Community Forestry Program Grant Guidelines.
 - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program 2017/2018
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - d. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term “Agreement” means grant agreement number 8GG17403.
- b. The term “GRANT FUNDS” means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term “GRANTEE” means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term “Other Sources of Funds” means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term “Project” means the development or other activity described in the “Project Scope of Work”.
- g. The term “Project Budget Detail” as used herein defines the approved budget plan.
- h. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

GRANT NUMBER 8GG17403 Amendment 2
 City of Los Angeles, Department of Recreation and Parks (RAP)
 City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

STATE: CAL FIRE	GRANTEE: City of Los Angeles Department of Recreation and Parks (RAP)
Section/Unit: Urban and Community Forestry	Section/Unit: Grants Administration
Attention: David Haas	Attention: Bill Jones
Mailing Address: 2524 Mulberry Street Riverside, CA 92501	Mailing Address: 221 North Figueroa St, Suite 200, Los Angeles CA 90012
Phone Number: (213) 200-7115	Phone Number: (213) 202-5657
Email Address: David.Haas@fire.ca.gov	Email Address: bill.jones@lacity.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the

GRANT NUMBER 8GG17403 Amendment 2
City of Los Angeles, Department of Recreation and Parks (RAP)
City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.

GRANT NUMBER 8GG17403 Amendment 2
City of Los Angeles, Department of Recreation and Parks (RAP)
City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Department of Forestry and Fire Protection 2017/18 California Climate Investments Urban and Community Forestry Program Grant Guidelines.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

GRANT NUMBER 8GG17403 Amendment 2
City of Los Angeles, Department of Recreation and Parks (RAP)
City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

California Department of Forestry & Fire Protection
Attention: David Haas
2524 Mulberry Street
Riverside, CA 92501

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization that is located in or providing service to disadvantaged or low-income communities. Advance payment made by the STATE shall be subject to the circumstance and provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.

GRANT NUMBER 8GG17403 Amendment 2
City of Los Angeles, Department of Recreation and Parks (RAP)
City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Urban and Community Forestry Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition

of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or

employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

GRANT NUMBER 8GG17403 Amendment 2
City of Los Angeles, Department of Recreation and Parks (RAP)
City of Los Angeles Park Tree Inventory, Tree Planting, and Arboriculture Education Project

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

23300 Castle Street
Riverside, CA 92518
(951)320-6125
Website: www.fire.ca.gov



October 5, 2021

City of Los Angeles, Department of Recreation and Parks
Attn: Michael Shull
221 North Figueroa St., Suite 200
Los Angeles, CA 90012

Re: Grant #8GG17403, Grant Amendment #2

Dear Mr. Shull:

After review of your letter dated September 30, 2021, the following change has been approved:

- Extend the grant performance period to March 30, 2023

This change is necessary due to challenges experienced during the COVID-19 pandemic. You will receive an amended grant agreement for signature in the coming weeks. Please note you will still be responsible for all work requirements outlined in the approved grant agreement and the 2017/2018 Urban and Community Forestry California Climate Investments Grant Guidelines. The approval of this amendment shall not alter any other specific terms or conditions of the original grant agreement, and shall not authorize any additional grant agreement dollars to be spent beyond the total budgeted in the original grant agreement.

If you have any questions or concerns, please feel free to contact me. Thank you for your continued efforts to advance urban forestry in California.

Sincerely,

Henry Herrera
Regional Urban Forester
Los Angeles & Ventura Counties

BOARD OF COMMISSIONERS

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PRESIDENT

LYNN ALVAREZ
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TAFARAI BAYNE
NICOLE CHASE
JOSEPH HALPER

TAKISHA SARDIN
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(213) 202-2640



ERIC GARCETTI
MAYOR

MICHAEL A. SHULL
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.
EXECUTIVE OFFICER &
CHIEF OF STAFF

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK
ASSISTANT GENERAL MANAGER

JIMMY KIM
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

September 30, 2021

Mr. Henry Herrera
CAL Fire Project Officer
Regional Urban Forester
Los Angeles and Ventura Counties
California Department of Forestry and Fire Protection
23300 Castle Street
Riverside, CA 92518

**RE: GRANT AGREEMENT #8GG17403 – CITY OF LOS ANGELES PARK TREE
INVENTORY, TREE PLANTING AND ARBORICULTURE EDUCATION PROJECT –
REQUEST TO FILE FOR GRANT EXTENSION**

This City of Los Angeles, Department of Recreation and Parks (RAP) is requesting to file for an extension on Grant Agreement No. 8GG17403 set to expire in March of 2022.

Due to the Covid-19 pandemic, public closure, and strict social distancing requirements we were faced with difficulty in performing and meeting some of the agreed upon requirements applicable to the current grant. Though we have managed to cover and complete most of the grant requirements, there are others that may require additional time to fulfill. With such, we are dedicated to completing the terms set forth in our agreement and are requesting a one (1) year extension to complete the terms.

If you have any questions regarding this application, please contact Bill Jones, Grants Administration, at (213) 202-5657.

Sincerely,

MICHAEL A. SHULL
General Manager

LB:SD:jm

cc: Matthew Rudnick, RAP
Bill Jones, RAP
Kai Wong, RAP

