

APPROVED

JAN 20 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-012

DATE January 20, 2022

C.D. 1,13, 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK, ERNEST E DEBS REGIONAL PARK, AND ELYSIAN PARK — APPROVAL OF FINAL PLANS FOR THE URBAN GREENING IN NORTHEAST LA PROJECT; MEMORANDUM OF AGREEMENT (MOA) WITH NORTH EAST TREES (NET) FOR THE URBAN GREENING IN NORTHEAST LA PROJECT – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 4(3) [PLANTING OF NEW TREES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15304(b) OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ M. Rudnick _____
H. Fujita _____ fur C. Santo Domingo DF
J. Kim _____ N. Williams _____

M. Slue
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the Ascot Hills Park, Ernest E. Debs Regional Park, and Elysian Park – Urban Greening In Northeast LA Project (Project) that will be constructed and maintained by North East Trees, Inc. (NET);
2. Approve the Memorandum of Agreement (MOA) with NET regarding the Project which would allow for tree planting, landscaping, installation of temporary irrigation equipment, removal of invasive weeds; and performance of maintenance and plant establishment work as defined in the MOA, as approved to form by City Attorney and shown in Attachment 1;
3. Direct the Board of Recreation and Park Commissioners' (Board) Secretary to transmit forthwith the MOA to the City Council for approval and concurrently to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute proposed MOA upon receipt of the necessary approvals;

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5. Direct Department of Recreation and Parks (RAP) staff to issue a Right of Entry (ROE) Permit to NET allow them to access to Ascot Hills Park, Ernest E. Debs Regional Park, and Elysian Park in accordance with the terms and conditions of the MOA;
6. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(3) [Planting of new trees] of City CEQA Guidelines and Article 19, Section 15304(b) of California CEQA Guidelines and direct RAP Staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
7. Authorize the RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE; and,
8. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

North East Trees, Inc. (NET), a 501(c)(3) non-profit community based organization, was founded in 1989 to restore natural systems in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. NET specializes in working with local, underserved communities to identify degraded areas and derelict parcels of land and works to transform them into more sustainable natural areas. NET has developed the plans for this proposed Project.

On August 2020, NET received a grant from the State of California Department of Forestry and Fire Protection (State). The grant is for a sum of \$1,423,428.00 (One Million Four Hundred Twenty-Three Thousand Dollars). The primary objective of the NET's Project is to dramatically increase tree canopy cover in the highly urbanized and tree deficient areas of Northeast Los Angeles as well as plant 3,500 large canopy trees at various sites in the Northeast Los Angeles (NELA) communities and hire, educate, and train at-risk youth from these NELA communities and other surrounding communities. The grant's performance period will end on March 30, 2024, but NET has agreed to install and maintain the Project for the term of the MOA, which is five (5) years.

NET has selected three (3) RAP sites for the proposed Project that will be funded by the State's grant: Ascot Hills Park, Ernest E. Debs Regional Park, and Elysian Park. The specific locations of the proposed Project within each park are detailed in Attachments 5, 6 and 7.

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Ascot Hills Park is a 92.44-acre park located at 4371 Multnomah Street in Northeast Los Angeles. It is an unstaffed park that contains a parking lot, restroom facility, outdoor classrooms, amphitheater and nature trails. The park has been developed on land owned by the City of Los Angeles Department of Water and Power (LADWP). RAP currently operates and maintains the property through a Lease Agreement (Agreement) with LADWP. Approximately 2,736 City residents live within a one-half mile walking distance of Ascot Hills Park.

Ernest E. Debs Regional Park is a 318.62-acre park located at 4235 North Monterey Road in the Northeast Los Angeles area of the city. This facility provides open space, parking lots, the Audubon Center, hiking trails and barbecue pits for the surrounding community. Approximately 2,736 City residents live within a one-half mile walking distance of Ernest E. Debs Regional Park.

Elysian Park is located at 929 Academy Road in the Elysian Park community of the City. This 544.71-acre facility provides open space, picnic areas, hiking trails, ball diamonds, children's play areas, a disc golf course, and tennis courts for the use of the surrounding community. Approximately 9,712 City residents live within a one-half mile walking distance of Elysian Park.

The proposed Project consists of the following tree installations by NET using Land Life Cocoon Systems, which are biodegradable water tanks designed to protect and support seedling trees during the first six to twelve months of the plant establishment period:

- The planting of 25 coast live oak, 25 black walnut, 25 toyon, 25 elderberry, and 50 laurel sumac trees at Ascot Hills Park.
- The planting of 25 coast live oak, 25 black walnut, 50 toyon, 25 elderberry, and 25 laurel sumac trees at Ernest E Debs Regional Park.
- The planting of 50 coast live oak, 50 black walnut, 25 toyon, 50 elderberry, and 25 laurel sumac trees at Elysian Park.
- Continued maintenance of all planted trees throughout the term of the MOA, including weed removal, dead tree removal, and watering.

It is anticipated that NET will complete the plantings listed above from January 2022 to March 2022. NET maintenance and plant establishment period of the trees and related infrastructure for this Project shall be for five years per the terms of the MOA. NET's proposed maintenance plan includes visiting the sites once a month in order to water and weed around the trees as needed, refill LandLife Cocoons and replace trees that do not survive.

RAP Forestry, Landscaping and Maintenance staff have reviewed and approved NET's proposed plantings for each site.

Upon approval of this Report, RAP staff will execute the MOA with NET for the installation and maintenance of the improvements for the three (3) sites listed above and will be authorized to issue any necessary Right-of-Entry Permits to NET. The term of the MOA will be for five years.

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TREES AND SHADE

The proposed Project will include approximately 500 trees planted in various portions of Ascot Hills Park, Ernest E. Debs Regional Park, and Elysian Park.

ENVIRONMENTAL IMPACT

The proposed Project consists of the planting of new trees.

The sites included in this Project are not within a coastal or methane zones, so there is no reasonable possibility that the projects may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of November 16, 2021, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed the Project sites or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map, the project sites in Elysian Park and Debs Park are located in proximity of US 110 (Arroyo Seco Parkway), a federally designated scenic highway high-way. Furthermore, among the project sites, one is located in proximity of an historic site (California Historic Landmark 655 – Portola Trail Campsite N. 1), but the nature of the project will not cause a substantial adverse change in the significance of any historical resource or to a scenic highway.

As such, staff recommends that the Board determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(3) of City CEQA Guidelines and Article 19, Section 15304(b) of California CEQA Guidelines. Staff will file a NOE with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

There is no fiscal impact on RAP's General Fund as the funds for the Project will come from NET through State Grant funds.

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 urban park system

Result: The installation of 500 trees across three parks will contribute to the City's urban forest.

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This Report was prepared by Ajmal Noorzayee, Management Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – MOA between RAP and NET
- 2) Attachment 2 – Grant Agreement
- 3) Attachment 3 – Project Scope of Work
- 4) Attachment 4 – Insurance Documentation
- 5) Attachment 5 – Ascot Hills Park Planting Area Map
- 6) Attachment 6 – Ernest E Debs Regional Park Planting Area Map
- 7) Attachment 7 – Elysian Park Planting Area Map -

MEMORANDUM OF AGREEMENT**Between****North East Trees, Inc.****and the City of Los Angeles****Department of Recreation and Parks**

This Memorandum of Agreement (MOA) is entered into as of the effective date of **[DATE]** between North East Trees, Inc. (“North East Trees”), a 501(c)(3) nonprofit corporation, and the City of Los Angeles, Department of Recreation and Parks (“City”) regarding the responsibilities for the Urban Greening in Northeast LA Project, Project No. 19-CCI-UF-UFEI-036 (Project), funded by the State of California’s Department of Forestry and Fire Protection. North East Trees and City are collectively referred to as “Parties” or individually as “Party.”

I. Background:

- A. North East Trees (NET) submitted a grant application to fund the Project and the State of California’s Department of Forestry and Fire Protection subsequently awarded funding to NET in accordance with the grant agreement and application attached hereto as Exhibit A (Grant Agreement No. 8GG19414, the “Grant”), which are incorporated herein by this reference (collectively, “Grant Agreement”).
- B. The Project scope is set forth in Exhibit B (which is incorporated herein and made a part hereof) and includes the following: the planting of approximately 500 trees at the following park sites: Ascot Hills Park, Ernest E. Debs Regional Park and Elysian Park (Project Area). The Project also includes continued maintenance of the trees, including weed removal, dead tree removal, and watering. The maintenance will be done throughout the performance period of the grant.
- C. The Project is located on property owned by the City of Los Angeles Department of Recreation and Parks (RAP), in Ernest E. Debs Regional Park, Elysian Park, and Ascot Hills Park.
- D. The City conducted a preliminary environmental review for the Project, and prepared a draft Notice of Exemption pursuant to the California Environmental Quality Act on **date TBD**. The City will file the Notice of Exemption with the County Clerk, 12400 E. Imperial Highway, Norwalk, CA 90650 within 10 business days after the Board of Recreation and Parks Commissioners has approved the Project.

II. City Responsibilities:**The City agrees to the following:**

- A. The City will implement oversight of the Project, which will include the following activities: 1) complete all necessary environmental reviews, 2) complete and coordinate all necessary design reviews, and 3) authorize and inspect all planting and installation activities in a timely manner.

- B. The City will issue right-of-entry permits to North East Trees and its subcontractors to allow for access to Ernest E. Debs Regional Park, Elysian Park and Ascot Hills Park for the Project during construction and throughout the maintenance period, including any maintenance that may be required beyond the term of this MOA but within the Term of the Grant.
- C. The City will provide, if available, as-built/record drawings to assist with the design of the Project.

III. North East Trees Responsibilities:

North East Trees agrees to the following:

- A. Will complete the Project according to the Project timeline submitted by NET to RAP which have been approved by City and which are set forth in Exhibit B.
- B. Retain its nonprofit status pursuant to the General Nonprofit Corporation Law of the state of California.
- C. Submit documentation and attend meetings upon request by RAP staff for design review purposes.
- D. Complete all aspects of the Project as set forth in the Grant Agreement and as described in Exhibit B (“Project Scope”). North East Trees will maintain the plantings and all work performed in accordance with the requirements set out in the Grant Agreement and this MOA after acceptance of the completed project by the California State Dept. of Forestry & Fire Protection.
- E. For the purposes of this Agreement, “plant material” refers to any trees, shrubs, groundcovers, grasses, or other vegetation installed in accordance with the Grant Agreement, including all non-native plant material and covers all original defects in plant material and workmanship. North East Trees will replace any broken, vandalized or dead plant material installed within 90 days after final inspection. All NET activities as set forth in the MOA will comply with applicable RAP standards and regulations.
- F. The work performed for the Project under the Grant Agreement and this MOA is subject to the prevailing wage and other related requirements of the California Labor Code (“Prevailing Wage”) and any other Federal, State and local rules, laws and regulations. North East Trees shall pay Prevailing Wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations.
- G. North East Trees shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. North East Trees shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- H. North East Trees will, to the greatest extent possible, utilize a crew of local at-risk youth for the Project, providing them with training and employment. Additionally, North East Trees will work with local school students to teach them about ecological restoration in an urban setting, and will engage and educate community members about natural systems, and low tech, lightly engineered methods for rainwater capture and infiltration.
- K. Within thirty (30) days of completion of the installation of the Project at Ascot Hills Park, Ernest E. Debs Regional Park and Elysian Park, North East Trees shall supply the RAP with 'As-Built' drawings of the completed Project. Dated copies of 'As-Built' drawings will be delivered electronically to the City for its records.
- L. Per the Grant Agreement, all work and subsequent maintenance of the Project shall be completed by March 31, 2024 ("Completion Date").
- M. After completion of installation of the Project, North East Trees shall promptly notify RAP and RAP shall conduct a final inspection of the installation. Upon approval of RAP, North East Trees will maintain the installed Project in accordance with the details set forth in the Project Scope. North East Trees will promptly correct any deficiencies in the installation or maintenance of the Project as may be identified by RAP.

IV. Agreement Term:

The term of this MOA ("Term") shall commence on the date the last duly authorized representative of the Parties signs the Agreement ("Effective Date") and shall terminate five years thereafter, unless terminated earlier pursuant to the provisions of this MOA.

V. General Provisions:

- A. This Agreement is governed by, interpreted under, and enforced in accordance with the laws of the State of California.
- B. No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.
- C. Either Party may terminate this Agreement for any reason in whole or in part by providing thirty (30) calendar days prior, written notice to the other Party by certified mail with return receipt requested. Such right of termination shall not be unreasonably exercised.
- D. In no event shall North East Trees be liable for delays, damages, losses or warranty claims caused, in whole or in part, by circumstances beyond its reasonable control, including, but not limited to: acts of God, theft vandalism, animals, fire, flood, earthquakes, adverse weather, interruption of water or electrical supply, strikes, lockouts, war, or other hostilities.
- E. Prior to any commencing any work on the Project, and periodically as required during the Term, NET shall furnish CITY with evidence of insurance as attached hereto as Exhibit C, on an annual basis, from firms reasonably acceptable to City and approved to do such business in the State of California. NET or any third

party providing work or services under this MOA shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. NET will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit C attached hereto and incorporated herein by reference.

NET shall maintain all such insurance at its sole cost and expense throughout the Term of this MOA. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving NET sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to NET.

If any of the required insurance contains aggregate limits or applies to other operations of NET outside of this MOA, NET shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in NET's best judgment may diminish the protection such insurance affords City within thirty (30) calendar days of the knowledge of same. NET shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting City's interest, NET shall provide City at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as City may specify by written notice to NET.

NET's failure to procure and maintain the required insurance shall constitute a material breach of this MOA under which City may either (i) provide NET five (5) calendar days written notice of such failure, upon receipt of which NET shall have five (5) calendar days to cure such failure or City shall have the right to terminate this MOA immediately or, (ii) at its discretion, pay to procure or renew such insurance to protect City's interest. NET agrees to reimburse City for all money so paid.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of NET's financial

capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

- G. Except for the active negligence or willful misconduct of City or any of its boards, officers, agents, employees, assigns and successors in interest, NET shall defend indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and cause of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including NET'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by NET, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOA. This provision will survive expiration or termination of this MOA.

NET is aware of the condition of the area in which the Project will be undertaken (Project Area) and accepts such premises in its present condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the Project Area or which may otherwise arise by reason of the use of Project Area, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the Project Area, nor any appliance or fixture thereon, whether installed by CITY or NET, and regardless of cause. NET agrees to abide by all safety regulations. NET has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

Employees of NET and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this MOA, and/or (3) coming into contact with the public while performing services under this MOA (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, NET shall obtain proof that such Contractor Personnel has been fully vaccinated. NET shall retain such proof for three years after the termination of this MOA. NET shall grant medical or religious exemptions to Contractor Personnel as required by law.

VI. Notices:

- A. All notices required to be given in accordance to the terms of this MOA shall either be personally delivered, electronically delivered, or delivered by certified mail return receipt requested to:

North East Trees
Attention: Aaron Thomas
570 West Avenue 26, Suite 200
Los Angeles, CA 90065

City of Los Angeles Department of Recreation and Parks
Attention: _____
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

All mailed notices shall be deemed received five (5) working days after being deposited in the U.S. mail.

VI. Exhibits:

- Exhibit A - Grant Agreement No. 8GG19414
- Exhibit B – Project Scope
- Exhibit C – Insurance Requirements

IN WITNESS WHEREOF, the parties have executed this MOA as of the day and date first written above:

The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

Executed this _____ day of _____, 2021

By: _____

President

By: _____

Secretary

North East Trees, a California public benefit, nonprofit corporation

By: _____

Mark Kenyon, Executive Director

Executed this _____ day of _____, 2021

APPROVED AS TO FORM:

MICHAEL N. FEUER
CITY ATTORNEY

By _____
DEPUTY CITY ATTORNEY
Date: _____



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



August 6, 2020

Joe Laskin
 North East Trees, Inc.
 570 W. Ave 26, Suite 200
 Los Angeles, California 90065

8GG19414: North East Trees, Inc., "Urban Greening in North East LA"

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

1. Full grant agreement including terms and conditions, budget, and other exhibits enclosed. Print (single sided) and return two (2) sets of agreements with original signatures in blue ink. Please return the agreements to be received by CAL FIRE no later than **July 17, 2020**.

Return all originals and requested documents for further processing to:

Please send the originals to the following address:

CAL FIRE
Attn: Grants Management Unit/CCI – Urban Forestry
P.O. Box 944246
Sacramento, CA 94244-2460

You may send originals via overnight mail service to the following physical address:

CAL FIRE
Grants Management Unit
Attn: Vincent Tran
710 Riverpoint Ct.
West Sacramento, CA 95691

Alternatively, you may opt to sign and scan the agreement back to your grant analyst in lieu of mailing it in. Additionally, the use of an electronic signature will be considered acceptable at this time and is strongly encouraged.

2. Please initial change(s) made on all copies of the agreement on page(s) as marked.
3. Enclosed for your record is one fully executed copy of the agreement referenced above.

Thank you,

Vincent Tran
 Grants Analyst
 Grants Management Unit

CC: Henry Herrera
 John Melvin
 Tiffany Kelly

Enclosures

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

APPLICANT: North East Trees, Inc.
PROJECT TITLE: Urban Greening in North East LA
GRANT AGREEMENT: 8GG19414

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 30, 2024.

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 Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The primary objective of this project is to dramatically increase tree canopy cover in the highly urbanized and tree deficient areas of Northeast Los Angeles as well as plant 3,500 large canopy trees in the Northeast Los Angeles (NELA) communities and hire, educate, and train at-promise youth from these NELA communities and other surrounding. Also, establishment and maintenance for long term.

Total State Grant not to exceed \$ 1,423,428.00 (or project costs, whichever is less)

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

North East Trees, Inc.

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

By  Applicant
 Signature of Authorized Representative
 Title **Executive Director**
 Date **July 16, 2020**

By 
 Title: **Helge Eng
Deputy Director, Resource Management**
 Date **8/3/2020**

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 1,423,428.00	GRANT AGREEMENT NUMBER 8GG19414	PO ID		
ADJ. INCREASING ENCUMBRANCE \$	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$	PROJECT ID	ACTIVITY ID		
UNENCUMBERED BALANCE \$ 1,423,428.00	GL UNIT 3540	BUD REF 001	FUND 3228	ENY 2019
REPORTING STRUCTURE 35409503	SERVICE LOC 92013	ACCOUNT 5340580	ALT ACC 534080000	

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

8/4/2020



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 North East Trees, Inc., 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 four hundred twenty-three thousand four hundred twenty-eight (**\$1,423,428.00**).
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 (CAL FIRE) Greenhouse Gas Reduction Fund Grants Urban and Community Forestry Grants Procedural Guide 2019/20
 - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - d. Addendum for California Climate Investments (CCI) 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 8GG19414.
- 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:

STATE: CAL FIRE	GRANTEE: North East Trees, Inc.
Section/Unit: Urban and Community Forestry	Section/Unit:
Attention: Henry Herrera	Attention: Joe Laskin
Mailing Address: 23300 Castle Street Riverside, CA 92518	Mailing Address: 570 W. Ave 26 Suite 200 Los Angeles, California 90065
Phone Number: (951) 320-6125	Phone Number: (323) 441-8634 ext. 24
Email Address: Henry.Herrera@fire.ca.gov	Email Address: Joe@northeasttrees.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 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 Final Project Budget, and made a part of this Agreement.

- 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 2019/20 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 the CAL FIRE Representative identified in Item 2. The invoice may be submitted as hard copy or electronically:

California Department of Forestry & Fire Protection
Attention: Henry Herrera
23300 Castle Street
Riverside, CA 92518

- 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.
- 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. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a

state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. 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.

10. 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.

11. 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.

12. 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.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

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.

15. 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.

16. 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.

17. Assignment

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

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California’s Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).
4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“The Urban Greening in North East LA Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”



2019/2020 Urban & Community Forestry: California Climate Investment Grants

Project Application Form

Fill out the form completely. Please see the submittal instructions at the bottom of the form. The Project Tracking Number requested is listed in the letter of invitation you received.



CAL FIRE Project Tracking Number: 19-CCI-UF-UFEI-036

Name of Organization North East Trees, Inc

Project Title Urban Greening in North East Los Angeles

Project Type Urban Forest Expansion & Improvement

Requested Grant \$ 1,423,428

Matching \$ 374,844

Total Project \$ 1,798,272

Primary Source of Technical Advice

ISA Certified Arborist

Explanation (if required):

Professional's First Name Aaron

Professional's Last Name Thomas

1. Applicant information - Eligible applicants include cities, counties, qualifying districts, or nonprofit organizations qualified under section 501(c)(3) of the Internal Revenue Code.

Type of Organization 501(c)(3) nonprofit

1A. Primary Project Contact information

First Name Mark

Last Name Kenyon

Email mark@northeasttrees.org

Phone Number 323 441 8634 ext 31

Address 1 570 W. Ave 26, Suite 200

Address 2

City Los Angeles

County Los Angeles

State California

Zip Code 90065

1B. Secondary Project Contact information

First Name Aaron

Last Name Thomas

Email aaron@northeasttrees.org

Phone Number 323 441 8634 ext 12

Address 1 570 W. Ave 26, Suite 200

Address 2

City Los Angeles

County Los Angeles

State California

Zip Code 90065

1C. Correspondence Details: List any information needed for project contacts, invoicing, etc.

Please contact Joe Laskin for all invoicing, joe@northeasttrees.org / (323) 441-8634 ext 24

2. Partner information - List primary project partners or co-sponsors. Applicants must provide a letter of commitment from each partner organization that affirms their role in the project.

2A. Name of Organization 1 Legacy LA

First Name Lou

Last Name Calanche

Partner Contact Title Founder and Executive Director

Email lou@legacyla.org

Phone Number (323) 987-8461

Comments

2B. Name of Organization 2 California State University, Los Angeles

First Name Brad

Last Name Haydel

Partner Contact Title Energy and Sustainability Manager, Facilities, Planning, Design and Construction

Email bhaydel@calstatela.edu

Phone Number (323) 343-5782

Comments

2C. Additional Partners: list additional partner organizations with contact person, email address, and phone number.

City of Los Angeles, Bureau of Street Services, Adel Hagikalil, Executive Director, adel.hagekhalil@lacity.org, (213) 847-3333
City Plants, Rachel O'Leary, Program Director, rachel.oleary@lacity.org, (213) 978-1798
City of Los Angeles, Mayors Office, Jennifer Pope McDowell, Associate Director-Infrastructure Services,
jennifer.p.mcdowell@lacity.org, (213) 978-0521

3. Start of Grant Period: provide the estimated start of the grant project. The grant period will end on March 30, 2024. Final billing must be received within 30 days after the completion date.

Planned Project Start Date 9/01/2020

4A. AB 1550 - Disadvantaged and Low Income Communities. Check the boxes for AB 1550 criteria that the project will meet. At least one box in each step must be checked to qualify. Visit <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials> to find the criteria tables for this grant program.

Step 1, Priority Populations: meets "1A" meets "1B" meets "1C" meets "1D"

Step 2, Address Needs: meets "2A" meets "2B" meets "2C" meets "2D"

Step 3, Provide Benefits: meets "3A" meets "3B" meets "3C" meets "3D" meets "3E"

Provide any necessary discussion:

Additionally, the majority of these communities are above the 90th percentile of pollution burden within the State.

4B. Census tracts: list census tracts for the project that will meet AB 1550 criteria from the *Grant Guidelines*. Census tracts should be listed using the 10 digit number found for each tract on the map(s) at <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

6037204920, 6037205110, 6037205120, 6037206010, 6037206050, 6037199120, 6037199201, 6037199202, 6037199300, 6037199400, 6037199700, 6037199800, 6037199900, 6037201110, 6037201120, 6037201501, 6037201700, 6037203100, 6037203300, 6037203500, 6037203600, 6037203720, 6037203900, 6037204120, 6037204300, 6037204600, 6037204700, 6037204810, 6037204820, 6037204910, 6037531800, 6037204200, 6037531602, 6037531502, 6037531603, 6037531604, 6037531701, 6037531702, 6037531901, 6037531902, 6037181400, 6037530902, 6037201200, 6037530301, 6037204420, 6037183620, 6037530400, 6037530500, 6037530302, 6037530601, 6037530602, 6037201301, 6037201401, 6037201402,

5. GHG Methodology: Fill in the GHG calculated amounts below. Describe the assumptions used to quantify GHG reductions using the ARB Quantification Methodology as required in the grant guidelines and found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. You are required to attach proof that the ARB specified quantification methodology was followed.

5A. Estimated carbon stored (MT CO₂e)	8,340
5B. Estimated avoided emissions (MT CO₂e)	685
5C. Estimated project emissions (MT CO₂e)	451
5D Net GHG benefit (MT CO₂e). (5A + 5B) - 5C =	8,574

In the aggregate, we have prioritized large trees to maximize canopy size and Greenhouse Gas (GHG) sequestration capacity. Our organization's nearly thirty years' experience in both planting street trees and distributing shade trees to community members in Los Angeles influenced our choice of specific species. The trees for this project will be selected from a variety of sources including the City of Los Angeles' Urban Forestry Division list of acceptable street trees, planting and inspection standards; the species used in the project may be further determined by availability at local wholesale tree nurseries. Among the challenges in this area are very small parkways (many less than 4 ft. wide), overhead power lines, underground utilities, and adverse human use (people often use large parkways to park their vehicles when they are over 8 ft. wide). Given these physical challenges we anticipate that 85% of the 500 street trees may be medium to large sized (over 25 ft. tall and wide). To compensate for the limited space in parkways, our proposal will include the planting of 1,000 large species trees in the yards of residential properties. This will provide the double benefit of allowing for larger species and the typically small yards mean these will be planted close enough to houses to increase energy savings. In addition, our proposal includes the planting of 2,000 large trees in and adjacent to the natural open space areas within Northeast LA (NELA) including parks owned by the City of Los Angeles Department of Recreation and Parks (RAP) and at the California State University, Los Angeles (Cal State LA). Taken together, planting in these three location types would serve to offset massive quantities of GHGs that adversely affect these disadvantaged and low-income communities.

One of the neighborhoods where we will focus much of our effort is Boyle Heights. Here the north-south running streets form the principal network of pedestrian pathways throughout the community. Many of the streets with an east-west orientation here are either high-traffic, commercial corridors or are often discontinuous residential streets disrupted by the two major freeways that cut through the community. Based on these local factors we estimated for those trees that they would shade buildings that 50% are on the northwest and 50% on the southeast. The building ages and cooling types were assumed based on the typical construction types in the Boyle Heights community, where the majority of the trees will be shading buildings constructed prior to 1950, which have been retrofitted with some heating and air conditioning. Finally, it is expected that 50% of the large canopy open space trees will be able to shade adjacent buildings.

All of the proposed 3,500 trees would be planted either on public land or within visual range of a public right of way. North East Trees (NET) and all interested parties will have full access to monitor and track the GHG benefits provided by the trees. We would propose to measure, record, and report the DBH of street trees as part of our routine maintenance for the first three years after planting. The residential shade trees and open space trees would also be monitored for growth throughout the duration of the grant and their locations recorded using GPS and GIS mapping.

6. Narrative. In the sections below, please follow the prompts and provide all relevant information for the project.

6A. Background. Describe the situation in the project area(s) and problems in the project area(s) that need attention.

The project areas for the Urban Greening in Northeast Los Angeles grant are all contained within Northeast Los Angeles (NELA), in various parks owned by the City of Los Angeles Department of Recreation and Parks (RAP), at California State University, Los Angeles (Cal State LA), in the City right of way maintained by the City of Los Angeles Bureau of Street Service (StreetsLA), and in the yards of privately owned residential homes in NELA and nearby disadvantaged and low income communities. NELA includes many low-income, disadvantaged and severely disadvantaged communities such as Boyle Heights, El Sereno, Cypress Park, Highland Park, Echo Park, and Lincoln Heights. These communities are densely populated, economically deprived, and are environmentally distressed with little to no evidence of a functioning urban canopy or urban forest. The population of these neighborhoods is approximately 327,664 people, with the majority being Latinx. Demographics of this area are approximately 87.49 % Latinx; 7.87% Asian; 3.15% Caucasian; 0.83 % African-American; 0.5% Other; and 0.16% Native American. In addition, the population density averages to approximately 10,000 people/sq. mi with some of the densest parts at 25,000 people/sq. mi. Furthermore, it is also one of the most park poor communities in the State with approximately 0.13 acres of park space per 1,000 residents. Most public streets and sidewalks currently have less than 5% tree canopy cover, and 90% of the surfaces are impervious. This area is surrounded by five major freeways, passenger and freight railway lines, a major intermodal rail yard, and heavily used freight transportation corridors connecting the port to downtown Los Angeles and the San Gabriel Valley. AQMD monitoring station measurements consistently exceed standards for ozone, PM 2.5 and PM 10. For example, Cal State LA sits directly at the polluted intersection of the I-10 San Bernardino Freeway, and the 710 Long Beach Freeway, and has a pollution burden percentile of 96, making it in the top 4% of polluted communities in the State of California. This barren landscape, largely treeless and lacking natural green space to alleviate harmful public health conditions, suffers disproportionately from the results of urban heat island effects (UHI) and Greenhouse Gas (GHG) emissions. Conditions in NELA already violate state air and water quality standards due to expanding urbanization and light industry, increases in gray infrastructure, decreases in green space, depleted tree canopy cover, clogged transportation networks, increased vehicular traffic, and all the harmful emissions that are a result of intensive urban development that one would see in a city like Los Angeles. These communities exhibit many of the social factors that are associated with increased vulnerability to excessive heat and poor air quality, and will be even more severely affected by extreme weather conditions as the planet warms due to climate change. A study by the UCLA Department of Atmospheric and Oceanic Sciences shows that climate change will cause temperatures in the Los Angeles region to rise by an average of 4 to 5 degrees F by the middle of this century, and the number of unusually hot days in communities like Boyle

6B. Project Objectives - What are the objectives of the proposed project? How do they address the situations and problems identified in the background section?

(1) The primary objective of this project is to dramatically increase tree canopy cover in the highly urbanized and tree deficient areas of Northeast Los Angeles (NELA). Planting 3,500 large canopy trees in the aforementioned NELA communities will result in multiple co-benefits that are consistent with the The California Urban Forestry Act of 1978 (Assembly Bill 1530) such as (i) mitigation of Greenhouse Gas (GHG) and air pollution; (ii) planted sidewalks and streets that will reduce the urban heat island (UHI) effect and increase shade for the public; (iii) energy savings from decreased use of air conditioning and cooling systems due to shade and reduced temperatures; (iv) reduction in the amount of polluted rainwater entering our drainage systems and rivers as the trees will capture polluted urban runoff; (v) increase in mental health and well being as many studies show that increased trees in urban areas and near homes can lower the risk of developing psychological distress and can lower anxiety; (vi) increase in public health as it is widely known that trees can lower the propensity for common health issues such as diabetes, obesity and asthma; (vii) improved conditions for native and non-native wildlife still living in our city; (viii) incentives for community members to walk or bike to neighborhood destinations rather than drive, which will result in a reduction of vehicular miles traveled, reduced GHG emissions, and a further increase in overall mental and physical health.

(2) The second objective of this proposed project is to hire, educate and train at-promise youth from these NELA communities, and the other surrounding under-served and low-income communities. Our youth program mentors and encourages local at-promise youth of color ages 18-26 to follow a productive path towards education and employment and helps them spin out of the perpetual cycle of poverty and crime in which they often find themselves. Youth will be trained from the planting phase on through the establishment period. Legacy LA, whose mission is to make positive interventions in the lives of youth by offering alternatives to gangs and violence, will partner with North East Trees (NET) to conduct community driven outreach, recruit youth for job training, and recruit community members to adopt and maintain trees. Additionally, as a provider for the Mayor's Office of Gang Reduction and Youth Development, Legacy LA is connected to Gang Intervention Agencies in the target areas, and may be able to help source additional at-promise youth to hire. Furthermore, LAPD has recently assigned a gang sergeant to become a community liaison and refer high risk, formerly incarcerated youth to Legacy LA. Legacy LA also has an established relationship with East Los Angeles College's South Gate Center and will work closely with staff to outreach to current students and the feeder high schools. Fliers, workshops, and social media will also be utilized.

(3) The third objective is successful establishment and maintenance, which is key to the project's long-term success. NET will regularly inspect trees for damage, prune if needed, weed around trees, provide mulch, water, and replace trees when necessary for the establishment period of the project (first 2-3 years). This will help to ensure the health of the new trees, and will likewise maximize multiple benefits to the public. Additionally, if funded, NET would be able to perform up to two cycles (1.5 years each) of post grant maintenance for all trees planted on this project. Maintenance activities would be performed by our at-promise youth crews, interested and capable volunteers, with supervision from our Urban Forestry Manager and Urban Forestry Specialists. For both street and open space trees this would come in the form of tree inspection, pruning, weeding, mulching.

6C. Scope of Work - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. *(continued on next page)*

The scope of work will include the following:

(1) Tree Planting - In this densely-built, environmentally vulnerable community, the ratio of park space is only 0.13 acres per 1,000 residents. There are miles of public streets in Northeast Los Angeles (NELA) with minimal tree canopy cover, which are an untapped resource that could, through extensive tree planting, become functional green spaces. Currently, this unforgiving environment offers little to no shade and the asphalt-dominated landscape absorbs and reflects heat, contributing greatly to the urban heat island (UHI) effect. By planting hundreds of trees, the streets would be transformed from their existing condition into vital, efficient, and functional green spaces for the public to enjoy, with the additional benefits of GHG sequestration. Towards achieving this goal, North East Trees (NET) proposes to survey streets, parks and open spaces in the aforementioned NELA communities and other nearby disadvantaged and environmentally challenged communities. NET's Urban Forestry Manager and staff arborists will be performing these surveys as they have many years of experience in tree selection and planting, especially in this geographic area and microclimate. NET's plan is to plant 3,500 trees selected for the greatest shading and carbon sequestration potential possible. NET arborists will select trees that will not only be aspect- and site-appropriate, but they will also add to the visual interest of the neighborhoods while also helping to mitigate the UHI effect and to reduce stormwater runoff. Many studies have shown that neighborhoods with greater tree canopy cover derive benefits such as improved air quality, cooler temperatures, improved water quality and capture, superior educational outcomes at schools, more cooperative social interactions for students, reduced stress, energy savings, and better public health for the public. The selected trees will be drought tolerant, adjust well to the local conditions, and will be adapted to the Southern California climate. Most of the species proposed for this project will eventually grow to 30+ feet tall with equal spread at maturity. Tree placement will be determined by existing infrastructure, presence or absence of utilities, land use conditions, and other external factors that must be taken into account at the time of tree selection and planting. Within this task, we propose to plant and maintain (i) 500 street trees of 15 gallon size in the parkways throughout the most tree-deficient communities of NELA; (ii) 1,000 shade trees will be distributed to residents at various outreach events. These will be 5 gallon container size trees that will be planted on residential properties. The extensive outreach needed to implement this part of the project will be done through a partnership with NET and Legacy L.A. (iii) 2,000 large canopy trees (500 15 gal., 1,000 5 gal., and 500 1 gal.) will be planted in and adjacent to the natural open space parks in this area, including on existing City of Los Angeles Department of Recreation and Parks (RAP) owned parks and at California State University, Los Angeles (CalState LA). 1,500 of these trees (500 15 gal. and 1000 5 gal.) will be planted at Cal State LA and in the adjacent surrounding disadvantaged community. Cal State LA has agreed to both irrigate and maintain (replacing when necessary) all trees planted on their campus in perpetuity (see enclosed letter of participation). The existing campus irrigation system is being upgraded with a centralized and "smart" system, with bi-directional communication, weather station connectivity, flow sensors, and master valve operation. The final locations for all trees are to be determined in coordination with maintenance and facility staff at Cal State LA and NET staff arborists, and will be in accordance with the University's Sustainable Landscapes and Tree Care Plan. The remaining 500 (1 gal.) trees will be planted in various City of Los Angeles Department of Recreation and Parks (RAP) owned parks in NELA such as Ascot Hills, Debs Park, and Elysian Park. The tree count and locations have already been approved by the Urban Forestry Division at RAP, and will be verified with RAP Urban Forestry Division prior to planting. The 500 (1 gal) trees planted at RAP owned parks will be planted using the Land Life Cocoon system. This product is an innovative and effective way to support very young trees or seedlings for several months in locations without access to automatic irrigation. NET has over 5 years of experience with this planting method, and has planted thousands of cocoons throughout LA County. Most recently we finished a CalFire funded project where we successfully installed 2,000 of them in Kenneth Hahn State Recreation Area. While our past project was very successful, on this current project we will be implementing a recent suggestion from CalFire, which is to reduce the number of 1-gallon trees (previously was 2,000), giving us more tree size diversity and flexibility in planting locations. Grant funding will be used for these trees, the Cocoons, and the labor needed to install them. A portion of the planting will also be done by community volunteers during outreach events. For street trees, NET will apply for planting permits to the City of Los Angeles Bureau of Street Services Urban Forestry Division (StreetsLA) with planting details. StreetsLA reviews pertinent information such as locations, tree selection, tree size, and overhead and underground utilities, prior to approving the permits. NET has extensive experience in applying for and receiving these planting permits, and typically processes over one thousand in an average year. Additionally, we have their written commitment (see enclosed letter) to work with us to facilitate the planting of these trees in accordance with the City's Street Tree Ordinance, administer permits in a timely fashion, and help us stay within the StreetsLA rules and regulations. For open space trees, NET will survey parks under the jurisdiction of RAP, as well as the CalState LA campus. We will seek Right of Entry permits (ROE) from each agency to enter the parks with our crews and volunteers during the grant period to plant the 2,000 trees. NET has many years' experience applying for and receiving ROEs from both agencies, and we regularly receive three or four such permits annually. We will provide the requested information to RAP such as specific dates and times that we will be working, and identify all equipment that we will bring onto the site, as early as possible in the project's timeline. Given this information, RAP has given us their commitment to administer permits in as timely of a manner as possible to allow our crews to plant and maintain the trees (please see enclosed letter and email clarifying planting details on RAP property). (con't below)

6C. Scope of Work - Continued from previous page

(2) Hiring and Training at-promise youth - Youth from these disadvantaged and low-income NELA communities are considered at-promise. This project would allow NET to seamlessly integrate our urban forestry training program with opportunities for local at-promise youth to acquire skills and to learn about career options in the green industry. It would also allow them to actively participate in improving their urban environment and experiencing tangible results from their work. NET will provide employment to local at-promise youth through this project, teaching them valuable, marketable skills such as tree planting and maintenance, habitat restoration, ecosystem management, pruning, plant selection and identification, problem solving, tree tracking, GIS, proper use of tools, and the importance of job safety. Funding for this training would come from this grant. NET regards this type of education, training, and community engagement as an integral part of our community enrichment efforts. Youth training is provided in the field, as well as in a classroom setting, by our Urban Forestry Manager, staff arborists, our Executive Director, and crew leaders and supervisors. NET has decades of experience working with local at-promise youth of color through our Youth Environmental Stewardship (YES) program. The goals of the YES program are to hire and teach at-promise urban youth of color (ages of 18-26) the necessary skills to gain an entry level position within the parks/conservation industry, help beautify the disadvantaged communities within NELA, restore local open space for LA county residents, and create future stewards to help operate and maintain park projects. Youth in this program come from some of the most underserved communities in the greater Los Angeles area. Youth participating in our program (ages 18-26) will go through a rigorous training in the classroom and in the field, which is designed to help them develop both soft skills as well as specific technical knowledge in the fields of arboriculture, horticulture, native plant nursery practices, restoration ecology and urban forestry. These events will both raise awareness of the economic opportunity presented by careers in the conservation field, as well as provide immediate economic opportunity through temporary employment on the NET crew. Over the years, NET has worked with thousands of at-promise youth, many of whom have successfully gone on to work for government agencies, private enterprises, in the environmental field, or to pursue further environmental education.

(3) Establishment and Maintenance - Although the selected tree species have a high survival rate, and are adapted well to the local Northeast LA micro-climate, they will need initial care to become well established. NET is committed to keeping all grant funded trees watered during the establishment period (3 years during grant period), with our crews inspecting the trees for damage, weeding around each tree, providing mulch, and replacing trees when necessary. This tree establishment period is yet another opportunity to work with local at-promise youth and volunteers who benefit from both the educational and skill-based aspect of this work. If awarded funding through this grant, NET will provide an additional three years of post grant period maintenance for all trees. We will utilize our at-promise youth crews, as well as interested student groups, community organizations, and individual volunteers for this task. Long-term care for all trees has been secured as we have commitments from all applicable agencies: StreetsLA, RAP, CalState LA, and residents (via adoption/permission to plant forms to be distributed before planting). Long-term care for all trees will take place after the three years of post grant maintenance provided by NET. Long term care for the 500 street trees will be provided by StreetsLA as well as by engaged local residents. Long term care for the 2,000 open space trees will be performed by CalState LA (1,500 trees), and RAP (500 trees). Long term care for the 1,000 residential trees will be performed by the residents that adopt the trees. Both NET and Legacy LA, who regularly serve these NELA communities will, as part of our ongoing programs (and separate from this grant program) continue outreach to adoptees, and monitor all trees, ensuring the long term success of the trees.

(4) Community Involvement and Support- NET has worked in the Northeast Los Angeles area for nearly 30 years bringing urban forestry, new public parks, and urban greening projects to disadvantaged and underserved communities. As with all our projects, local involvement and volunteer efforts are planned as a fundamental part of the implementation of this project. NET will partner with community organizations and agencies such as CalState LA, City Plants, RAP, StreetsLA, Legacy LA, City Council District 14, Assembly District 51, State Senate District 24, LA County Supervisorial District 1, the Boyle Heights Neighborhood Council, The Audubon Society, Roosevelt High School, and Wilson High School to host or sponsor volunteer events during the planting phases of the project. Subsequent establishment and maintenance will also be done with the help of volunteers from the community as well as from the local elementary, middle, and high schools. There are more than 25 schools in this area. Those schools, many of which have already been contacted, have expressed great interest and support for giving students first hand involvement in community greening projects. This project will provide educational opportunities for the students during the planting phase and afterwards as well, with the follow-up care and maintenance of the trees. Finally, in this age of social media, online communications are often the best way to reach the widest audience, while using the fewest resources. NET and Legacy LA have extensively engaged in social media for the past several years, and will make use of those connections in service of building and continuing support for this project.

Personnel Qualifications: The project will be led and managed by NET's Urban Forestry Manager who has nearly 30 years experience working on projects of similar scale, complexity, and scope. In addition to his specific experience, he also is an ISA Certified Arborist and is a recognized expert in successfully establishing trees and other plants in the urban grid of Los Angeles, and in hiring and training at-promise youth for forestry projects. The project team that will assist and support NET's Urban Forestry Manager includes our staff licensed Landscape Architect; our staff Landscape Designer who is also an ISA Certified Arborist; and our staff Landscape Construction Manager. Our Project and Program management staff consists of our Executive Director, Project/Financial Analyst, and our Program Manager. NET staff time has been budgeted: 52% for our At-promise Youth crew members with the remaining 48% being utilized as follows: 13% for our Urban Forestry Manager for planting and outreach, 5% for agency compliance from the NET Design Department, 11% for outreach from all staff, 14% from all staff for planting and volunteer events, and the remaining 5% for direct project management by the team. Team members will be assigned in a

6D. Project Time Line - Provide a general project time line. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than March 30, 2024.

Initiation: 2-6 months after Contract Execution: stakeholder/partner outreach, project planning and CEQA filing by CalState LA (CEQA lead), community meetings; identify priority locations for planting; initiate all permit request from StreetsLA, RAP, CalState LA, outreach and recruiting youth and volunteers; finalize species list.

Phase 1A-Street Tree Planting (500 trees): 3-6 months: obtain permits from StreetsLA, survey street tree locations, purchase trees and materials (500 street trees, stakes and ties); plant 500 street trees, initiate monitoring and establishment of the 500 street trees

Phase 1B Residential Planting (1,000 trees) - Planting (1,000 residential trees): 8-12 months: implement outreach strategy with Legacy LA, initiate outreach and engagement, conduct tree distribution events for youth and residents conduct education and stewardship volunteer workshops, initiate monitoring of trees, update meetings for stakeholders/partners.

Phase 1C- Establishment and Project Maintenance (Street and Residential Trees): for the entirety of the grant period: watering, mulching, weed removal and tree replacement where necessary.

6E. Tree Information (if applicable) - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

Species List - Provide a list of the tree and plant species for this grant project . Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

20-15gal/160-5gal/0-1gal-Afrocarpus falcatus: African Fern Pine, 20/80/0-Arbutus 'Marina': Marina Strawberry Tree, 30/80/0-Bauhinia purpurea: Purple Orchid Tree, 10/80/0-Callistemon viminalis: Weeping Bottlebrush, 30/80/0-Cassia leptophylla: Gold Medallion Tree, 10/80/0-Cercis canadensis: Eastern Redbud, 10/160/0-Cinnamomum camphora: Camphor Tree, 40/60/0-Handroanthus heptaphyllus: Pink Trumpet Tree, 100/0/100-Heteromeles arbutifolia: Toyon, 60/160/0-Jacaranda mimosifolia: Jacaranda, 50/0/50-Juglans californica: Black Walnut, 20/60/0-Koelreuteria bipinnata: Chinese Flame Tree, 40/60/0-Lagerstroemia indica: Crape Myrtle, 10/60/0-Lophostemon confertus: Brisbane Box, 50/0/50-Malosma laurina: Laurel Sumac, 20/60/0-Melaleuca quinquenervia: Broad-leaved Paperbark, 30/60/0-Pistacia chinensis: Chinese Pistache, 20/160/0-Platanus acerifolia: London Plane Tree, 20/160/0-Pyrus calleryana: Callery Pear, 300/160/250-Quercus agrifolia: Coast Live Oak, 20/60/0-Rhus lancea: African Sumac, 50/0/50-Sambucus nigra ssp. caerulea: Blue Elderberry, 30/60/0-Tipuana tipu: Tipu Tree, 10/160/0-Ulmus parvifolia: Chinese Elm

Total Project Trees:

Total CAL FIRE Funded:

6F. Other deliverables. List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals.

1) Design and prepare outreach and education materials for dissemination at events: NET typically holds our outreach events outdoors, so we encourage those participating to use their phones to view the outreach and education materials (which are available in both English and Spanish). NET will work with Legacy LA to generate, translate, and disseminate these materials to community members, local businesses, and elected officials. In Legacy LA's service area, 86.5% of residents are Latino; 4.3% are Black/African American; 6.9% are Asian; and 40.1% are foreign-born (primarily in Latin America). In comparison, 48.2% of LA County residents are Latino; 8% are Black/African American; 14% are Asian; and 34.7% are foreign-born (primarily in Latin America and Asia). Additionally, Legacy LA currently service area includes 37.7% of families have income levels below poverty the federal poverty line, compared to only 14.3% of families in LA County. 2) Design and distribute door hangers and tree care information materials: As noted above, 1,000 shade trees will be distributed to residents at various outreach events. These will be 5 gallon container size trees that will be planted on residential properties. Prior to that, however, Legacy LA youth will canvass neighborhoods in the vicinity of the outreach event with the door hangers and the tree care information materials. 3) Facilitate and host workshops and events to support outreach, education, and stewardship needs for the project: Legacy LA will connect with community organizations and agencies to host or sponsor volunteer events during the planting phase of the project as well as during the establishment and maintenance phase. Neighborhood groups, residents and students will participate in community greening efforts. Being involved in first hand activities like tree planting fosters a sense of stewardship for the trees surrounding greening elements, which helps ensure long term survival.

7. Budget Information

7A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the *Grant Guidelines*. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total grant award amount for the project can not be increased later.

7B. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget (*Continued on next page*).

Overall, including direct labor, materials, equipment, contractual services, and indirect costs, the budget represents the following breakout of costs: Administration and management is 2%. Planning, permitting, CEQA, and project management is 4%, outreach and education is 13%, planting is 44%, and establishment is 27%.

Salaries and Wages include direct North East Trees (NET) personnel costs towards planting activities and establishment by the NET urban forestry crew which includes at-promise youth hired from the local communities. It includes direct costs for managing and conducting outreach and educational activities to the local communities. It also includes direct costs for planning and managing the project activities, reporting and fiscal management throughout the grant period. See the labor costs as a percentage in Scope of Work above.

Employee Benefits are for NET personnel and include health insurance, liability insurance, workers compensation insurance, employer paid taxes, vacation, holiday and sick benefits.

Matching funds for this category are from NET and our partners and include both staff hour, materials (trees and tree planting materials) as well as volunteers that will participate in the planting and establishment tasks. These funds represent 68% direct organizational commitment by NET and our partners needed to support the project including various direct costs from staff, facility rentals, and other related costs. The remaining 32% of the funds are from community volunteers.

Contractual Costs include: 1) the costs for our local partners to conduct outreach and education activities which include canvassing, obtaining permission to plant forms, coordinating volunteer events, tree give away events etc. 2) the costs for the license fee for Davey Tree Keeper software that will be used to track the trees and used to manage the GHG reporting requirements, and 3) the costs to hiring a consultant to complete an archeological study if needed to finalize the CEQA document.

Travel costs include mileage for attending meetings and events.

Supplies include the cost of trees and related supplies such as stakes, ties, cocoons, mulch, and other related tree supplies. Also included are the printing of planting plans and construction documents as well the printing of project signs.

Equipment costs include the trucks, trailers, and water trailer that will be used throughout the project for transporting crews and hauling trees and supplies to various work sites.

Outreach/Education costs include the NET costs towards the outreach and education efforts such as managing and conducting volunteer events with local community groups, tree distribution events, and the production of educational materials and their distribution. The match includes volunteer hours from the local community members to conduct tree planting and maintenance activities for the duration of the grant period.

Indirect costs include rent, phones, bookkeeping, office supplies, and such costs of doing business. This is capped at 12% of the

7C. Matching Funds - List other non-GGRF funding sources, that will meet grant matching requirements.

Source 1	City Plants	Amount	\$179,350
Description	In-Kind donation of 1,000 5 gallon trees (\$48.80 per tree) and 500 15 gallon trees (\$261.00 per tree).		
Source 2	North East Trees	Amount	\$98,520
Description	\$22,000 in equipment rental, \$3,000 in travel expenses, and \$68,520 from NET volunteers including in-kind hours from NET staff.		

Source 3	California State University, Los Angeles	Amount	\$68,720
Description	Staff in-Kind hours for CEQA, permitting, project management, and maintenance/ground crews.		
Source 4	Legacy LA	Amount	\$20,000
Description	From volunteer hours including in-kind hours from staff.		
Matching funds	One more source (see below) Source: City of Los Angeles Department of Recreation and Parks Amount: \$15,245		
comments	Description: Staff in-Kind hours for permitting, project management, and park maintenance.		

8. Project Co-Benefits - What co-benefits will the project have? Check the boxes below for the applicable co-benefits, then describe and/or quantify them. Describe how the project will achieve the co-benefits.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Stormwater reduction | <input checked="" type="checkbox"/> Improved public health | <input checked="" type="checkbox"/> Jobs created (use ARB tool) |
| <input checked="" type="checkbox"/> Improved water quality | <input checked="" type="checkbox"/> Enhanced active transportation | <input checked="" type="checkbox"/> Job training conducted |
| <input checked="" type="checkbox"/> Improved air quality | <input checked="" type="checkbox"/> Reduced vehicle miles travelled | <input checked="" type="checkbox"/> Community outreach conducted |
| <input checked="" type="checkbox"/> Energy savings | <input type="checkbox"/> Vacant lot(s) acquired | <input checked="" type="checkbox"/> Education tools/media produced |
| <input checked="" type="checkbox"/> Biomass diverted from landfill | <input type="checkbox"/> Improved urban forest management | <input checked="" type="checkbox"/> Other co-benefits |

Stormwater reduction-According to studies by the U.S. Forest Service, 100 mature trees can capture and store up to 250,000 gallons of rainwater per year. According to the iTree and ARB methodologies our proposed 3,500 trees would capture and clean over 62 million gallons of water per year. Additionally, trees reduce the onset of peak flows by absorbing stormwater in their canopies, branches and roots, this will result in an additional 19 million in avoided runoff.

Improved public health – Trees can produce a number of both physical and mental health benefits for the public and can prevent risk factors for health conditions such as heart disease, obesity, and type 2 diabetes. Trees filter airborne pollutants and reduce the conditions that cause asthma and other respiratory problems. Researchers from Columbia University found childhood asthma rates were highest in parts of the city where tree density was lowest. In a study, residents of areas with the highest levels of greenery were three times as likely to be physically active and 40% less likely to be overweight or obese than residents living in the least green settings. The same U.S. Forest Service studies cited above indicate that trees can make communities safer and promote social interaction; they may also lower levels of domestic violence, and do reduce stress.

Job creation and job training conducted -North East Trees will recruit, hire and train local at-promise youth who will work with the NET crew. These young people will assist in planting and maintaining the trees for the project while receiving multiple hours of classroom instruction in arboriculture, urban forestry, and ecology. This combination of fieldwork and education will help prepare the youth hired for the project for jobs in the green industry and inspire them to pursue further educational goals. According to the California Air Resource Board's Job Co-Benefit Modeling Tool (enclosed), this project in full will create approximately 28.4 full time equivalent jobs.

Improved Water Quality: Trees and other plants help remediate soils at landfills and other contaminated sites by absorbing, transforming, and containing a number of contaminants. Trees divert captured rainwater into the soil, where bacteria and other microorganisms filter out impurities. This reduces urban runoff and the amount of sediment, pollutants, and organic matter that reach streams.

Enhanced active transportation and reduced vehicle miles travelled - The proposed project would enhance active transportation by providing shade for the streets, sidewalks, and park trails. Cooler streets would create a more pedestrian and bicycle friendly environment for community members. This is especially important for the thousands of children and low income residents who depend upon alternative modes of transportation. Although many residents continue to rely on personal vehicles for daily activities, the creation of greener, cooler neighborhoods, and improved connectivity will encourage those who are now driving cars that walking, biking, or using public transit are better transportation options that also benefit their personal health. (con't below)

8. Project Co-Benefits - continued from previous page.

Improved air quality- Trees clean the air by absorbing carbon dioxide, sulphur dioxide, nitrous oxides and other pollutants, and also shade cars and parking lots, reducing ozone emissions from vehicles. Studies by the U.S. Forest Service show that 100 mature trees can remove 5 tons of CO2 and 1,000 lbs of other pollutants every year. According to the iTree and ARB methodologies the project will sequester over 8,500 tons of CO2 and more than 100,000 lbs of other pollutants including over 16,000 lbs of NO2.

Community outreach conducted - Community outreach for the project will be carried out by NET as well as by Legacy L.A., who is actively engaged in the community. We would direct activities like community outreach, community workshops, neighborhood canvassing, social media, volunteer events, and educational programming; we would also network with local elected officials and other neighborhood stakeholders.

Energy savings- The energy saved by planting large species trees within 60 feet on the east, south and west sides of the residences in this area will be significant. These residents may expect up to 30% reduction in annual cooling costs due to the trees in this proposed project. It is estimated that the project can save almost 4 million kWh over its 40 year life expectancy.

Education tools/media produced - As part of the outreach program, various educational materials will be produced and several types of media will be utilized. These may include pamphlets, flyers, posters, banners, and websites, as well as social media such as Facebook, Instagram, and Twitter.

Biomass Diversion - As per the International Society of Arboriculture planting standards, North East Trees would utilize organic mulch for all of the trees planted for this project. We anticipate using at least 200 cubic yards of mulch for our planting, which is 200+ cubic yards of biomass diverted from local landfills.

Other benefits – Shortly after the planting phase begins, residents will notice an increase in the number of song birds and other wildlife in their neighborhoods. Urban wildlife is very opportunistic, and will be attracted by the new trees which, as they grow, will provide nesting sites, cover and food for birds, squirrels and other small creatures. The new trees will enhance habitat and help to strengthen critical corridors for wildlife. Social, recreational, and educational benefits include enhanced positive and decreased

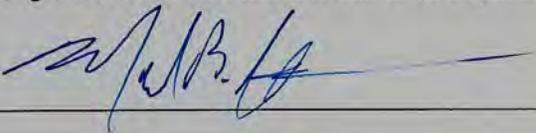
9. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.

9A. Certification of Party Responsible For Maintenance

I, Appropriate representative

certify that the Appropriate agency

will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

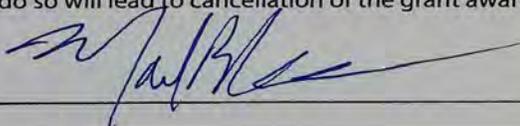
Signature  Date
Title Phone Number

9B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)

I, Appropriate representative

certify that the Appropriate agency

will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature  Date
Title Phone Number

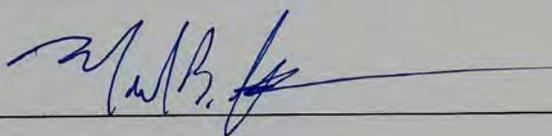
9C. Checklist of Necessary Forms To Be Completed.

Some may not be applicable to your project.

- CAL FIRE Urban Forestry Program Environmental Checklist
- State of California Non-Discrimination Compliance (Std. 19)
- Proof of AB 1550 community designation documentation.
- State of California Drug-Free Workplace Certification (Std. 21)
- Representative project area maps with AB 1550 information
- State of California Payee Data Record (Std. 204)
- Governing Body Resolution (must follow sample format)
- Signed letters of participation from listed partners
- Documentation of support (AB 1550 Step 2C)
- Project sign schematic (including CAL FIRE and CCI logos)
- 5-10 representative site photos
- Proof that ARB quantification methodology was followed
- Urban and Community Forestry Project Budget
- Jobs information using ARB methodology (if applicable)
- Other:

List other attachments: Evidence of CEQA lead Agency: California State University, Los Angeles
 City Plants Matching Funds Application
 Community survey from California State University, Los Angeles students and faculty
 Microsoft Word Document of Application (as backup)

SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents are true, accurate, and correct. The signer also acknowledges reading and understanding the CAL FIRE Urban and Community Forestry Grant Guidelines for 2019/2020.

Signature 

Printed Name Mark Kenyon

Title Executive Director Date 4/16/2020

Be sure to save a copy of this form for your records. Submit one (1) electronic copy in the fillable PDF format to CALFIRE.Grants@fire.ca.gov. Please use "U&CF Project Application" and your Project Tracking number in the email subject line and include yourself as a CC. Your CC will be proof of your submittal. Application supporting documents and a signed and scanned copy of this form should be uploaded to your CAL FIRE assigned Box.com folder and labeled with your Project Tracking number. **All documents must be submitted/uploaded no later than 3:00 PDT on Thursday, April 16, 2020.**

CAL FIRE Urban & Community Forestry Program CCI Grants

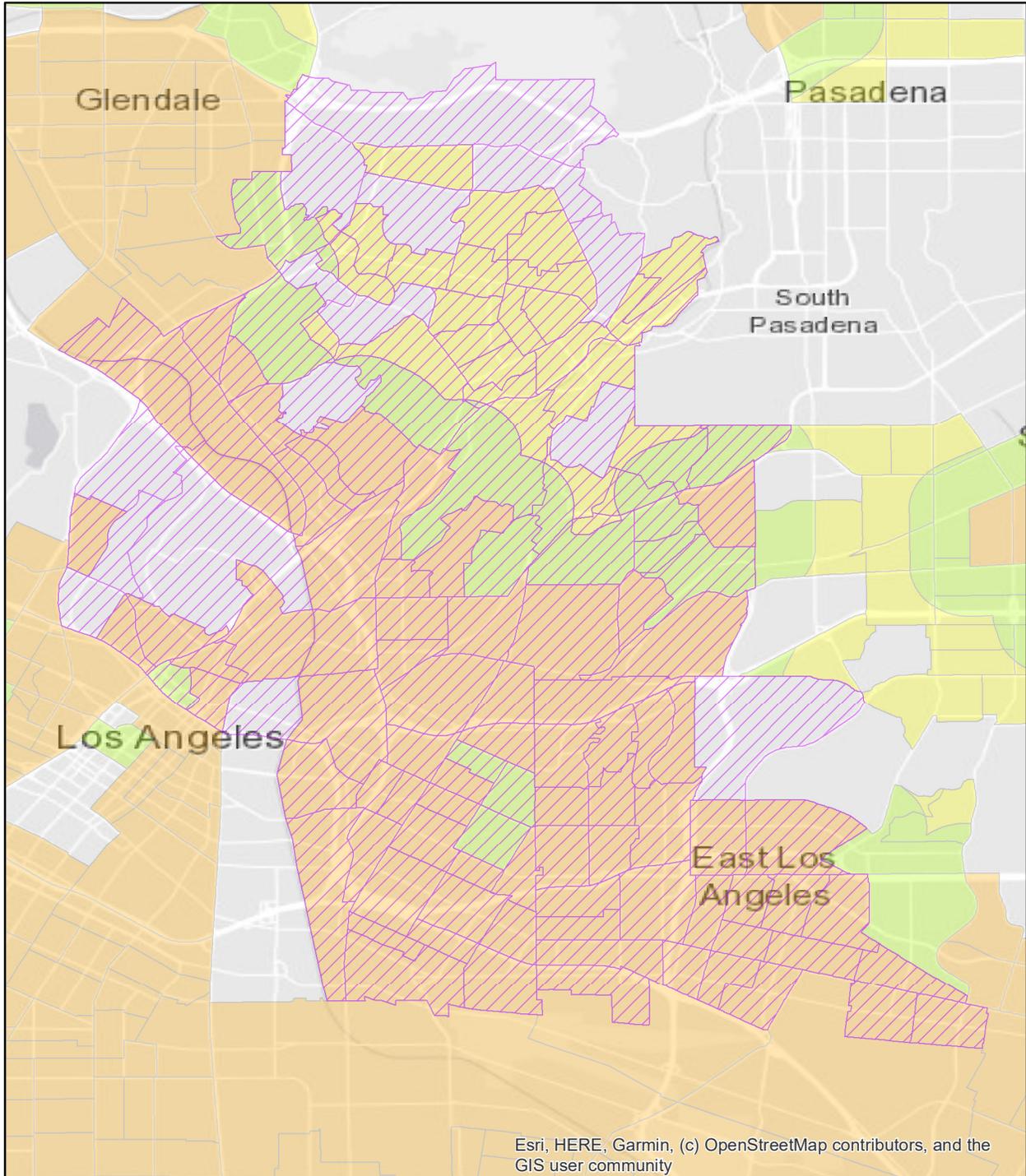


CAL FIRE Urban & Community Forestry Project Application Sample Budget

Urban Greening in North East Los Angeles (19-CCI-UF-UFEI-036)

Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Grantee Match	Total
A. Salaries and Wages			353,170.00	76,974.00	430,144.00
	Planting Crew	6500 hours at \$18/hr	117,000.00		
	Planting Manager	1660 hours at \$42/hr	69,720.00		
	Outreach Crew	1800 hours at \$18/hr	32,400.00		
	Outreach Coordinator	300 hours at \$38/hr	11,400.00		
	Accounting	450 hours at \$30/hr	13,500.00	3,000.00	
	Project Manager	1060 hours at \$40/hr	42,400.00	7,000.00	
	Program Manager	850 hours at \$45/hr	38,250.00		
	Landscape Architect	750 hours at \$38/hr	28,500.00		
	Partner Match (CalState, RAP)			66,974.00	
B. Employee Benefits			237,992.40	-	237,992.40
	Planting Crew	6500 hours at \$12/hr	78,000.00		
	Planting Manager	1660 hours at \$27.74/hr	46,048.40		
	Outreach Crew	1800 hours at \$12/hr	21,600.00		
	Outreach Coordinator	300 hours at \$28.5/hr	8,550.00		
	Accounting	450 hours at \$22/hr	9,900.00		
	Project Manager	1060 hours at \$25.65/hr	27,189.00		
	Program Manager	850 hours at \$29.8/hr	25,330.00		
	Landscape Architect	750 hours at \$28.5/hr	21,375.00		
C. Contractual			53,749.86	25,000.00	78,749.86
	CEQA Compliance			5,000.00	5,000.00
	Outreach and Education	Legacy LA	47,499.86	20,000.00	67,499.86
	Tree and GHG Emmission	Dave Tree Keeper	6,250.00		6,250.00
D. Travel			1,450.00	3,000.00	4,450.00
	Mileage	2500 miles x \$0.58/mile	1,450.00	3,000.00	4,450.00
E. Supplies			104,555.00	179,350.00	283,905.00
	Trees 1 Gal.	500 at \$15	7,500.00		
	Trees 5 Gal.	1000 at \$40	40,000.00	48,800.00	
	Trees 15 Gal.	500 at \$60	30,000.00	130,550.00	
	Land Life	500 at \$20	10,000.00		
	Ties and Stakes	500 at \$15	7,500.00		
	Plastic Arbor Guards	500 at \$3	1,500.00		
	Mulch	215 at \$7	1,505.00		
	Compost	400 at \$10	4,000.00		
	Drawings	300 at \$6	1,800.00		
	Signs	250 at \$3	750.00		
F. Equipment			80,925.00	22,000.00	102,925.00
	NET Trucks and related tools		80,925.00	22,000.00	
G. Outreach/Education			48,787.60	68,520.00	117,307.60
	Direct Training and Facilities				
		Planting Crew 6500 hours at \$3/hr	19,500.00		
		Planting Manager 1660 hours at \$5.26/hr	8,731.60		
		Outreach Crew 1800 hours at \$3/hr	5,400.00		
		Outreach Coordinator 300 hours at \$3.5/hr	1,050.00		
		Accounting 450 hours at \$1/hr	450.00		
		Project Manager 1060 hours at \$4.35/hr	4,611.00		
		Program Manager 850 hours at \$5.2/hr	4,420.00		
		Landscape Architect 750 hours at \$3.5/hr	2,625.00		
	Volunteers			68,520.00	
	Printing Materials	1,000 units at \$2	2,000.00		
H. Other			390,288.00	-	390,288.00
	Post Grant Maintenance		390,288.00		390,288.00
TOTAL DIRECT COSTS			1,270,917.86	374,844.00	1,645,761.86
INDIRECT COSTS		12%	152,510.14		152,510.14
TOTAL PROJECT COSTS			1,423,428.00	374,844.00	1,798,272.00
LESS Program Income			-	-	-
TOTAL GRANT PROPOSED COSTS			1,423,428.00	374,844.00	1,798,272.00
			79%	21%	100%

Urban Greening in Northeast Los Angeles Project Boundary Map - AB 1550 Criteria 19-CCI-UF-UFEI-036



Legend

-  Project Census Tracts
-  AB 1550 DAC
-  AB 1550 Low-Income
-  AB 1550 Half-Mile Buffer



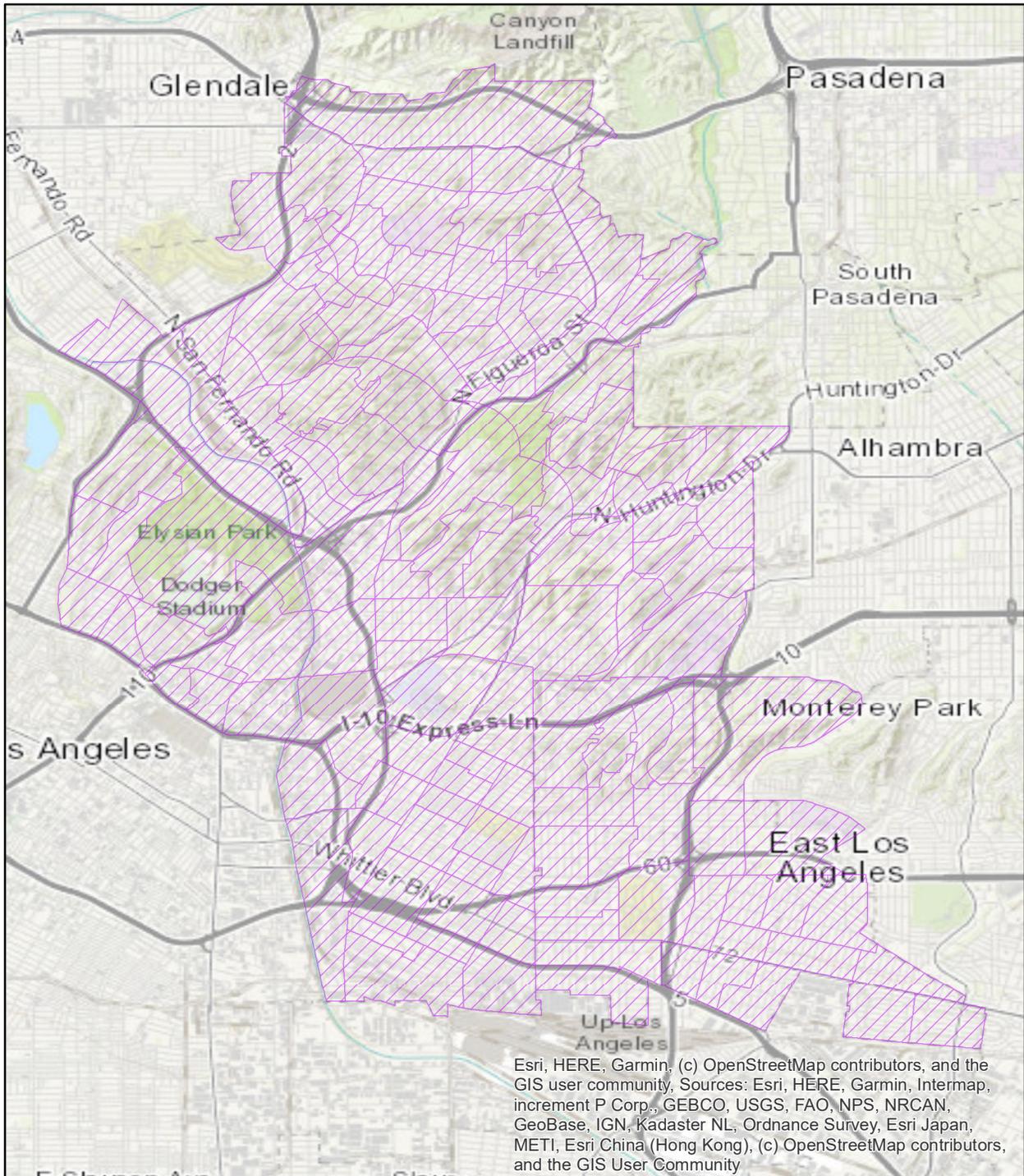
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North East Trees
Bringing Nature Back

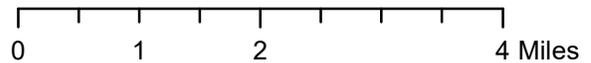
Urban Greening in Northeast Los Angeles Project Boundary Map

19-CCI-UF-UFEI-036



Legend

 Project Census Tracts



North East Trees
Bringing Nature Back

Urban Greening in Northeast LA Project
Project No. 19-CCI-UF-UFEI-036
Scope of Work

North East Trees (NET) proposes to help enhance the native woodlands in northeast Los Angeles by planting 500 locally grown seedlings in Ascot Hills Parks, Ernest E. Debs Regional Park, and Elysian Park. NET local youth forestry crew will accomplish this work and then water and maintain all new plantings for approximately two years to ensure their establishment. An additional three years of maintenance will be funded after the initial project is completed.

NET has been allocated an *Urban and Community Forestry / California Climate Investment* grant from the State's Cal Fire Department of Forestry and Fire Protection) for this project. NET shall perform the work set forth herein at NET's sole expense (either through its grant funding or otherwise)

Scope of work (per grant agreement with Cal Fire):

1. Collect and propagate seeds for growing 500 local native tree seedlings.
2. Invasive/exotic plant removal and control in planting areas.
3. Plant and maintain 25 (1 gal.) coast live oak, 25 black walnut, 25 toyon, 25 elderberry, and 50 laurel sumac at Ascot Hills Park.
4. Plant and maintain 25 (1 gal.) coast live oak, 25 black walnut, 50 toyon, 25 elderberry, and 25 laurel sumac at Ernest E. Debs Regional Park.
5. Plant and maintain 50 (1 gal.) coast live oak, 50 black walnut, 50 elderberry, 25 toyon, and 25 laurel sumac at Elysian Park.
6. Install Land Life Cocoons in order to help establish the newly planted seedlings. This product is designed as a basin to hold 5 gallons of water around the roots of each seedling and to biodegrade over time.
7. Install poultry wire cages around each Land Life Cocoon in order to protect from wildlife predators and other possible disturbances.
8. Apply three inches of mulch within a three foot radius of each seedling.
9. The maintenance would consist of refilling Land Life Cocoons with water, weed removal, cage replacement, mulch replacement, and tree replacement as needed.
10. The work would be carried out primarily by the NET youth crew but also with the help of volunteers on a limited basis.

In order to implement this project, NET would need access to each of the parks mentioned above. Access shall be granted pursuant to a right of entry permit or license to be issued by the Department of Recreation and Parks, specifying the dates, times, location and activities permitted. The NET crew would plant the seedlings during the winter and spring of 2022 and follow up with maintenance over the course of the five year term of the Memorandum of Agreement to which this Scope of Work is attached.

Maintenance

The maintenance would occur one week per month. The crew would consist of four people. They would be using a Ford F-450 stake bed truck with a 200 gallon water tank (used for filling the Land Life Cocoons) installed in the bed of the truck. Their hours of work would be from 7:00 am to 3:30 pm, Tuesday through Saturday. On a limited basis NET would host volunteer events to allow the public the opportunity to assist with the tree planting. These events would be limited to no more than 30 volunteers per event. NET shall be solely responsible for the organization and supervision of any such volunteer events and the expenses associated thereto. All work for

the project would be carried out with the use of standard hand tools such as round point shovels, picks, and rakes. No power tools will be used for this project. At all times during the performance of the work set forth herein, NET shall comply with all applicable Federal, State, and local rules, laws and regulations.

Community Outreach

Outreach and communication with community stakeholders will be implemented by NET at its own expense throughout the entirety of the project. Collaboration and communication with the nearby residents, the Park Advisory Boards, community groups, schools, park volunteers, and other local stakeholders will continue throughout the duration of the project.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

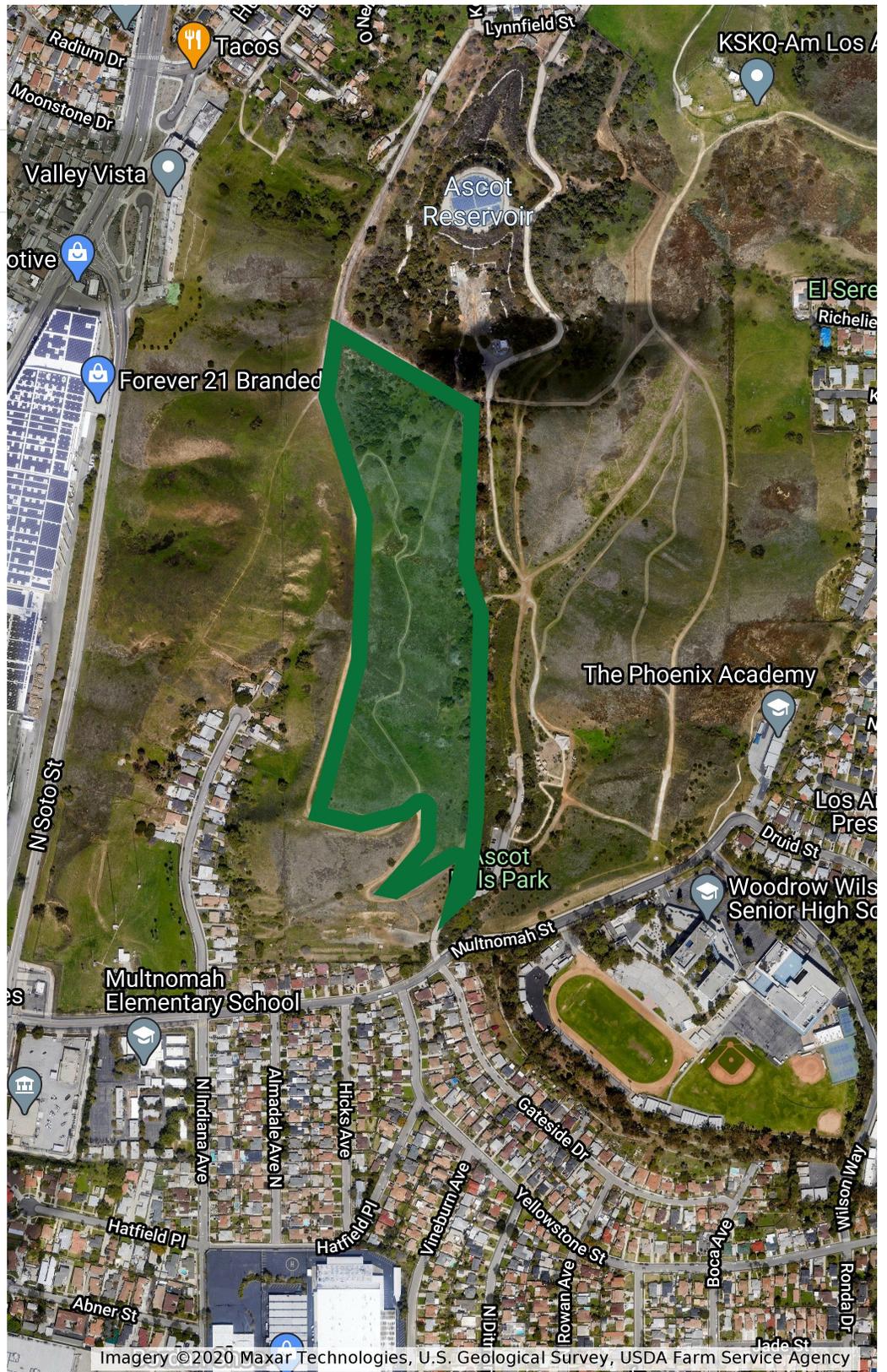
Other:

Proposed CalFire Planting Area for RAP

Ascot Hills

 Ascot Hills Planting Area

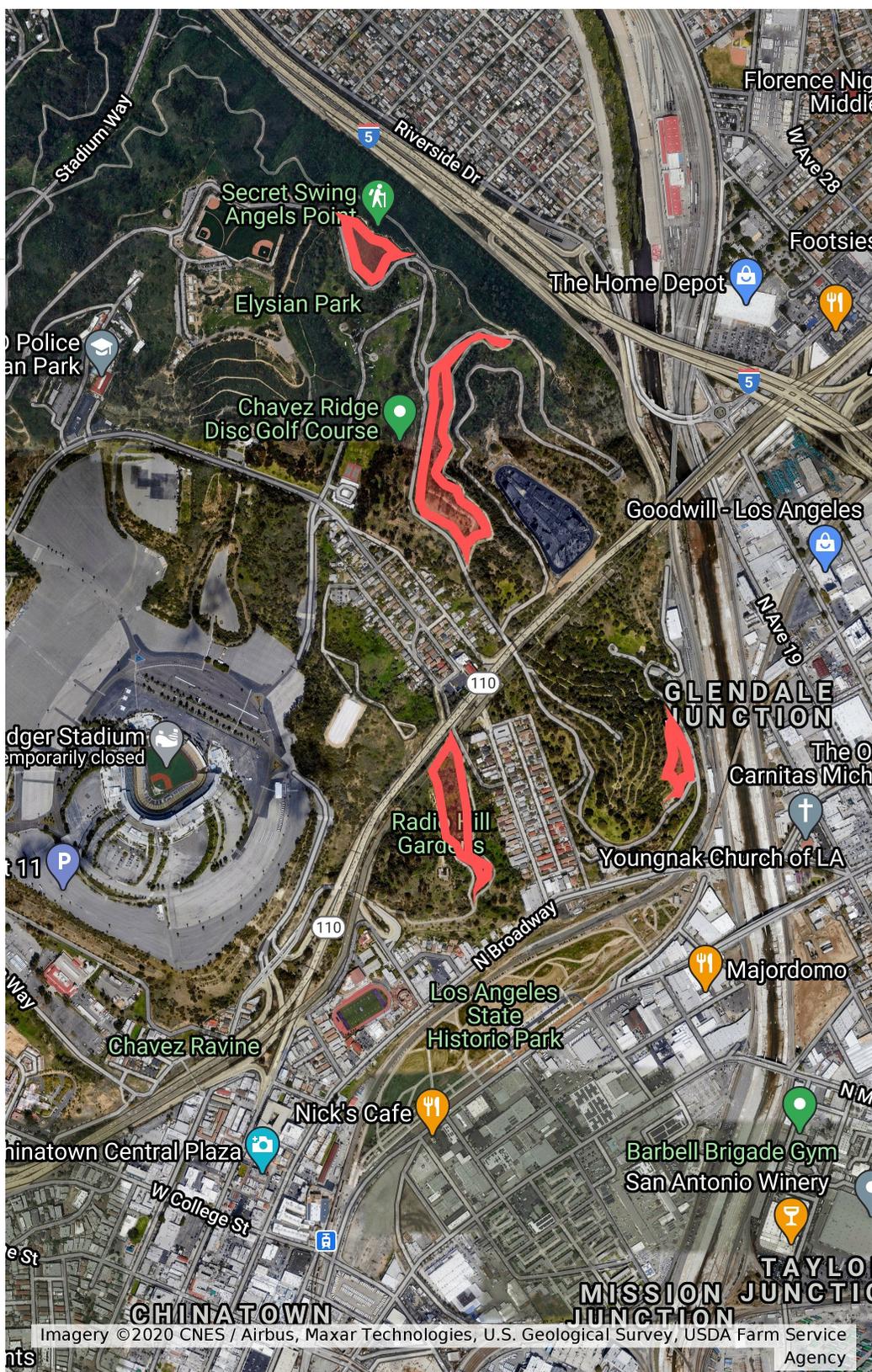
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Proposed CalFire Planting Area for RAP

Proposed Areas

- Angels Point Road
- Grand View Drive
- Radio Hill
- Buena Vista Hill



Proposed CalFire Planting Area for RAP

E Debs

 E Debs Planting Area

