

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



April 7, 2022

Hoi-Fei Mok
City of San Leandro
14200 Chapman Road
San Leandro, CA 94578

8GA21442; City of San Leandro, “Tree Resilient San Leandro”

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

Please contact Greg Dion at 559-243-4156 if you have questions concerning services to be performed.

- Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Kevin Haran at kevin.haran@fire.ca.gov no later than **April 21, 2022**.

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

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

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

Thank you,

Kevin Haran
Grants Analyst
Grants Management Unit

CC: Larissa Frees
Walter Passmore
Greg Dion
Colin Highlands

Enclosures

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

APPLICANT: City of San Leandro
PROJECT TITLE: Tree Resilient San Leandro
GRANT AGREEMENT: 8GA21442

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 30, 2026.
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: This project will distribute 4,000 seedlings annually and hold in reserve 1,000 seedlings annually to grow in a community event at the end of the year. Approximately 2,500 street trees will be planted in vacant lots, medians, priority neighborhoods with low tree canopy. The tree distribution program will be executed with community outreach and partnerships with more than 150 identified community groups.

Total State Grant not to exceed \$ 1,499,400.00 (or project costs, whichever is less).

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

City of San Leandro

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

Applicant

By

Signature of Authorized Representative

Title

Date

By

Title: Matthew Reischman
Deputy Director, Resource Management

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GA21442	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING \$ 1,499,400.00
GL UNIT 3540	BUD REF 0016	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580	UNENCUMBERED BALANCE \$ 0.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96180	

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

Signature of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and City of San Leandro, 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 ninety nine thousand four hundred dollars (**\$1,499,400.00**).
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. California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines
 - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits

4. 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 8GA21442.
- 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: City of San Leandro
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Greg Dion	Attention: Hoi-Fei Mok
Mailing Address: 1234 E. Shaw Ave. Fresno, CA 93710	Mailing Address: 14200 Chapman Road San Leandro, CA 94578
Phone Number: (559) 243-4156	Phone Number: (510) 672-2108
Email Address: greg.dion@fire.ca.gov	Email Address: hfmok@sanleandro.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. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

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 2021/2022 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 electronically to the CAL FIRE Representative identified in Item 2. Hard copy submissions will not be accepted.
- 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 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.



2021/2022 Urban & Community Forestry Grants: Project Application Form

Fill out this form completely. Please note your Project Tracking Number and see the submittal instructions in your project application invitation letter. Failure to follow the instructions may disqualify a project application.

CAL FIRE Project Tracking Number: 21-UF-UFEI-011

Name of Organization City of San Leandro

Project Title Tree Resilient San Leandro

Project Type Urban Forest Expansion & Improvement

Requested Grant \$ 1,499,400.00 Matching \$ 375,000.00 Total Project \$ 1,874,400.00

Primary Source of Technical Advice Other (will require explanation) Explanation Owner of Food Forest Farms. Healthy Soils Program (HSP (if required):

Professional's First Name Jessica Professional's Last Name Bates

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 City

1A. Primary Project Contact information

First Name Hoi-Fei Last Name Mok

Email hfmok@sanleandro.org Phone Number (510) 672-2108

Address 1 14200 Chapman Road

Address 2

City San Leandro County Alameda

State California Zip Code 94578

1B. Secondary Project Contact information

First Name Debbie Last Name Pollart

Email dpollart@sanleandro.org Phone Number (510) 577-6020

Address 1 14200 Chapman Road

Address 2

City San Leandro County Alameda

State California Zip Code 94578

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

[Empty text box for correspondence details]

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 100k Trees for Humanity

First Name Amos Last Name White

Partner Contact Title Founder & Chief Planting Officer

Email 100ktrees4humanity@gmail.com Phone Number (415) 489-0074

Comments 100ktrees4humanity.com

2B. Name of Organization 2

First Name Last Name

Partner Contact Title

Email Phone Number

Comments

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

Common Vision, Wanda Stewart, wanda@commonvision.org, Sierra Club, Igor Tregub, itregub@gmail.com, San Leandro 2050, Patty Breslin, patty@sanleandro2050.org, Friends of San Leandro Creek, Michael Gregory, mgregspike@gmail.com, Unity in Community, Surlene Grant, unityinthecommunity@gmail.com, Climate Reality Project, Harriet Harvey-Horn, hharveyhorn@gmail.com

3. Start of Grant Period: provide the estimated start of the grant project. The grant period will end on March 30, 2026. Final billing must be received within 30 days after the completion date.

Planned Project Start Date May 1, 2022

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/cii-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:

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>

6001432501, 6001409200, 6001432400, 6001433200, 6001433300, 6001433600, 6001432600, 6001433104, 6001433103

5. GHG Methodology: Fill in the GHG calculated amounts below if applicable. 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 when claiming GHG reductions.

5A. Estimated carbon stored (MT CO₂e)

5B. Estimated avoided emissions (MT CO₂e)

5C. Estimated project emissions (MT CO₂e)

5D Net GHG benefit (MT CO₂e). $(5A + 5B) - 5C =$

The preliminary assessment, assumptions were made for the exact location and shading of trees. An average of 5000 15gal trees (DBH: 1-1/2") with 1000 per large tree species (Red Maple, Ginkgo 'Autumn Gold', Red Horsechestnut, and Velvet Ash) and 500 per medium tree species (Trident Maple and Eastern Redbud) in 50% northern and 50% southern exposure settings was used. An additional 10,000 saplings (DBH: 1") with 2500 trees per species (Bald Cypress, Birch, Dogwood, and Crapemyrtle) were also included. Based on San Leandro's building stock, 50% of homes were estimated as built between 1950-1980 and 50% as pre-1950, and all with central heating only. All trees were estimated to be 20-39 feet from buildings. The quantifications were made for a 40 year period with a 10% die off estimate.

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 Tree Resilient San Leandro Project will include the planting, distribution and maintenance of 15,000 trees in the city of San Leandro, CA. The project will include the planting of 5000-15 gallon street trees over two years and another 10,000 one year old saplings will be distributed freely in disadvantaged and low income communities and schools. This will address the issues of undertreed tree canopy, poor environmental air quality and public health equity in disadvantaged communities.

The project meets the grant guidelines to reduce greenhouse gas (GHG) emissions, authentically engage the local community, and to provide multiple benefits of environmental, social and economic to the community as developed from extensive community engagement meetings from 2019-2020 climate action planning process and with environmental partners. It identifies the need for greater tree canopy to meet its carbon sequestration goal and to meet a public health co-benefits of increased shade, reduced urban temperatures, and provide better air quality.

This project will also provide jobs for local residents with a workforce development program that will hire community members and youth primarily from disadvantaged communities. Staff will work and receive training for jobs in arboriculture, horticulture, hydrology, climate science, permaculture, agronomy, electrical and solar energy industry through on-the-job training and workforce development pathways to careers programs provided by the California Community Colleges Bay Area, pre-apprenticeship training through our labor union partners, and will also hire California Civicorps conservation workers.

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

The primary objectives are to:

1. Increase urban tree canopy by 30% in disadvantaged communities by planting and maintaining 15,000 trees throughout the City of San Leandro (5000 15 gal, 10,000 saplings).
2. Plant 15,000 trees and understory plants by 2030 to accelerate each city's climate action plan goals
3. Provide sequester carbon.
4. Provide 10 full time jobs to local residents from disadvantaged communities.
5. Educate San Leandro residents through ongoing community education campaign on the benefit of trees for public health and wellness.

Tree planting crews will conduct daily tree plantings and hold larger mass community tree plantings in the communities.

Residents face disproportionate public health threats of asthma and heart disease due to polluted air, risk of flooding, contaminated groundwater, and heat stroke. Many areas of these communities have also been underserved in environmental restoration and excluded from networking to execute on climate solutions, leaving them particularly vulnerable. To address this, we will engage our community stakeholders to take individual action and educate their constituencies in a public education campaign. By working with community members, organizations, and city departments to reforest San Leandro, 100K Trees will provide the critical steps to moving rapidly forward on these climate action goals.

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 Tree Resilient San Leandro Project project timeline identifies three key components: organizing, planning and planting. The City of San Leandro and their partners will hold community organization meetings for the targeted disadvantaged community residents to garner feedback and launch the target community initiative.

The City will be partnering with local community based organizations such as 100K Trees for Humanity, Common Vision, Sierra Club, San Leandro 2050, Friends of San Leandro Creek, Unity in the Community, and Climate Reality Project to do outreach and volunteer recruitment. The outreach work will particularly focus on getting neighborhood buy-in on trees through one on one conversations during community canvassing. The applicant and it's partners will also work with youth volunteers from the San Leandro High School Interact Club and Key Club, and their adult community counterparts at Rotary and Kiwanis Club for the tree plantings and canvassing.

The project will include the planting of 5000-15 gallon street trees over two years and another 10,000 one year old saplings will be distributed freely in disadvantaged and low income communities and schools. The applicants will then hold Arbor Day and Earth Day tree plantings in 2022, as well as a September community organization rally in preparation for winter rainy season plantings in October and November 2022. At each of these community events there will be a tree distribution plan for 5,000 trees to go to disadvantaged community members in undertreed neighborhoods. The project will also include weekly tree plantings of 55 trees that will include watering, maintenance, community canvassing, and ongoing community stewardship training.

The project methods and implementation strategy are the best methods to meet program objectives of addressing undertreed tree canopy, poor environmental air quality and public health equity in disadvantaged communities. The project meets the grant guidelines to reduce greenhouse gas (GHG) emissions, authentically engage the local community, and to provide multiple benefits of environmental, social and economic to the community as developed from extensive community engagement meetings from 2019-2020 climate action planning process and with environmental partners. It identifies the need for greater tree canopy to meet its carbon sequestration goal and to meet a public health co-benefits of increased shade, reduced urban temperatures, and provide better air quality.

This project will also provide jobs for local residents with a workforce development program that will hire community members and youth primarily from disadvantaged communities. Staff will work and receive training for jobs in arboriculture, horticulture, hydrology, climate science, permaculture, agronomy, electrical and solar energy industry through on-the-job training and workforce development pathways to careers programs provided by the California Community Colleges Bay Area, pre-apprenticeship training through our labor union partners, and will also hire California Civicorps conservation workers.

Furthermore, the Tree Resilient San Leandro project will serve as a model for other similar communities throughout California to build upon. The applicant will make all of their community outreach documentation and tree planting data publicly available to encourage other municipalities to establish these novel public/private partnerships to address greenhouse gas emissions, public beautification, urban heat islands, energy saving, job training, stormwater capture and treatment, flood risk reduction, climate change adaptation and many more benefits that will directly result as a cobenefit of this project.

Project signs will be prominently featured at community events and erected along tree planting installations at various points throughout San Leandro. A draft project sign was provided along with this grant application, utilizing the template provided by CalFire.

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.

The project will take place beginning on 11/01/2021 and concluding on 3/30/2025, including mass planting days on "Earth Day and Arbor Day" 2022, 2023 and 2024 and again sometime during the rainy season of October/November 2022, 2023 and 2024. Community engagement and neighborhood canvassing will take place throughout the life of the grant period and between the mass planting events.

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.

Trident Maple (*Acer buergerianum*), 500
Eastern Redbud (*Cercis canadensis*), 500

Red Pointe Maple (*Acer rubrum*), 1000
Arizona Ash (*Fraxinus velutina*), 1000
Ginkgo (*Ginkgo biloba* "Autumn Gold"), 1000
Red Flowering Horsechestnut (*Aesculus carnea*), 1000

Saplings (not funded by CalFire)
Bald Cypress (*Taxodium distichum*), 2500
White Dogwood (*Cornus alba*), 2500
River Birch (*Betula nigra*), 2500
Crapemyrtle (*Lagerstroemia indica*), 2500

Total Project Trees: 15,000

Total CAL FIRE Funded: 5,000

6F. Long Term Tree Care/Maintenance. Describe below what entity will be responsible for long term tree care. A letter of participation should be submitted by this entity if it is different from the applying entity. If it is individuals, detail the commitment process to be used.

The City of San Leandro will be responsible for long term tree care and maintenance.

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

CalFire elements of the project will only include funding for staff salary, trees and tree planting supplies.

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.

The total project cost is \$1,874,400 and the City is requesting \$1,499,400 in funding from CalFire, while providing a roughly 20% match of \$375,000. Below is a breakdown of each of these costs, including Salaries/Wage, Supplies and 12% indirect cost.

The City of San Leandro has budgeted for 5000 street trees to be purchased at an average cost of \$55 per tree (\$275,000)

Salary payroll totals \$941,250 and will provide for 10 staff at \$25/hr.

The City has also budgeted \$122,500 to cover all maintenance and supplies expenses that includes for shovels, gloves, buckets, soil, stakes, wire ties, compost and mulch.

The City's weekly and mass tree planting events will produce \$375,000 in in-kind volunteer work hours from 25,000 total volunteer hours at \$15/hr over the 2 year period (12,500 hrs/yr or 1042/mo. = 87 trees/wk). This will be produced from our two mass plantings on Earth Day in April and our late Fall (October) tree plantings.

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

Source 1	In Kind Volunteer Hours	Amount	\$375,000.00
Description	25,000 total volunteer hours at \$15/hr over the 2 year period (12,500 hrs/yr or 1042/mo. = 87 trees/wk)		
Source 2		Amount	
Description			
Source 3		Amount	
Description			
Source 4		Amount	
Description			
Matching funds comments			

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 type="checkbox"/> Enhanced active transportation | <input checked="" type="checkbox"/> Job training conducted |
| <input checked="" type="checkbox"/> Improved air quality | <input 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 type="checkbox"/> Biomass diverted from landfill | <input checked="" type="checkbox"/> Improved urban forest management | <input checked="" type="checkbox"/> Other co-benefits |

Stormwater Reduction & Improved Water Quality - Planting 5,000 street trees and 10,000 saplings will reduce stormwater runoff and local pollutants in the storm drain through tree capture and rainwater storage in their canopy.

Improved Public Health & Air Quality - Public health, air quality, and urban heat island effect will be improved through the planting of trees and their removal of air pollutants such as NOx and sequestration of greenhouse gases. The planting of shade, and strategic location of new street trees in previously unshaded areas to reduce the urban heat island effect. Improved air quality will be a direct public health benefit for those with asthma and other respiratory conditions, which is of increasing importance in a post COVID world where increasing numbers of individuals suffer from these conditions. Additional public health benefits include a boon to mental health as numerous studies have shown that increased access to green spaces improve mental health and educational outcomes.

Energy Savings - The reduction in heat island effects and the planting of shade trees near buildings will allow for energy savings through the reduced need for HVAC usage and air conditioning in the increasingly warm summer months.

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

Improved Forest Management - The proposed project's active tree monitoring and tracking will improve urban forest management and aid future tree planning throughout the City of San Leandro.

Jobs Created & Training Conducted - Jobs and workforce training in permaculture, horticulture, arboriculture, and climate science will be provided in the outreach and implementation portion of the project, recruiting from frontline communities, local unions, community colleges, and other community groups.

Community Outreach & Education - Education and outreach will be an ongoing part of this project throughout the life of the grant period, with partner organization communications to the broader community, through community education meetings in preparation of local plantings, and stewardship trainings at local tree plantings.

Other Co-benefits - The project is a unique private public partnership that is scalable across the state of California and can serve as a model for other communities and inspire additional local governments to utilize organizations in their jurisdiction to combat the effects of climate change through tree planting and community stewardship.

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

9A. Certification of Party Responsible For Establishment Care

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 _____
Title

Date
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 *Franco M Robusto*
Title

Date
Phone Number

9C. Checklist of Necessary Forms To Be Completed. Some may not be applicable to your project.

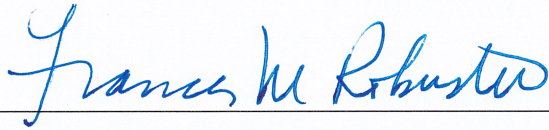
- | | |
|---|---|
| <input checked="" type="checkbox"/> CAL FIRE Urban Forestry Program Environmental Checklist | <input checked="" type="checkbox"/> State of California Non-Discrimination Compliance (Std. 19) |
| <input checked="" type="checkbox"/> Proof of AB 1550 community designation documentation.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

List other attachments:

A letter signed by the authorized representative was provided stating that an Authorizing Resolution will be placed on a future City of San Leandro Council Agenda for approval.

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 2021/2022.

Signature



Printed Name Fran Robustelli

Title City Manager

Date December 10, 2021

Thank you for submitting your application as directed in the invitation letter.
CAL FIRE Urban & Community Forestry Program



February 24, 2022

Walter Passmore, State Urban Forester
Resource Protection and Improvement
CAL FIRE
P.O. Box 944246
Sacramento, CA 94244-2460

Hi Walter,

Thank you for your questions on the grant application as approved.

The tree distribution program and planting goals are reasonable, achievable and have reasonable strategy in place. For the two year span of the grant, we will distribute 4,000 seedlings annually and hold in reserve 1,000 seedlings annually to grow in community and school based nursery programs for planting in the final year of the grant. Approximately 2,500 street trees annually will be planted in vacant lots, medians, priority neighborhoods with low tree canopy and/or high urban heat impact, parks, and open spaces, as well as direct request by property owners. The city will be utilizing science-driven ESRI assessment to determine wildlife corridors for planting and providing well water and reclaimed water for 100K Trees for watering.

The tree distribution program will be executed through community outreach and partnerships with the more than 150 identified community groups and organizations, including San Leandro Unified School District and San Lorenzo Unified School District, which has school sites within San Leandro. This also includes distribution through our 50 identified local environmental, bike walk, scouts, Sierra Club, creek and waterway groups, faith, health care, elders, unhoused and labor organizations. Overall an average of 25 seedlings per organization will be distributed.

The 10,000 trees (seedlings) are matched as fundraised by high school students. Students plan to raise \$10,000 via direct solicitation fundraising to individuals in their communities. Students solicit \$10 per donor to support planting trees in San Leandro. Each student goal is 10 donations for \$100 total. One hundred students raising \$100 from 10 donors each will raise \$10,000. \$10,000 purchases 10,000 trees from tree partner Arbor Day Foundation. (see slide).

Pauline Russo Cutter, Mayor

City Council:

Victor Aguilar, Jr.
Deborah Cox

Bryan Azevedo
Corina N. López

Peter Ballew
Fred Simon





Staff Positions:

Field Coordinator/Program Manager
 Urban Forest Crew Member, Team Lead
 Urban Forest Crew Member, Planters

All staff work for 100K Trees for Humanity (Common Vision, fiscal sponsor 501c3).

The Field Coordinator will provide technical assistance, training, and overall supervision and management of 100K Trees urban forest crew members and zone operations. Field Coordinators will participate fully in conservation projects with the crews that they supervise. They will monitor projects and provide on-site training when necessary. Field Coordinators will coordinate all aspects of the 100K Trees program in their designated municipal area, including all contracts for tree and plant installation programs that provide paid employment opportunities in municipal, county and state parks, private and corporate properties, and homeowner associations.

The Crew Leaders will lead teams of urban forest crew members on reforestation, conservation and community outreach and education projects in the city of San Leandro and surrounding areas and participating in environmental education, professional development, and outdoor recreation activities. The goal of the program is to create environmental stewards and future leaders who are

Pauline Russo Cutter, Mayor

City Council:

- Victor Aguilar, Jr.
- Bryan Azevedo
- Peter Ballew
- Fred Simon
- Deborah Cox
- Corina N. López



City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577
www.sanleandro.org



directed to pathways to careers workforce development certificated programs at local community colleges, universities and labor unions through community engagement, physical labor, and teamwork. Crew Leaders work in collaboration with our municipal partner to manage individual crew members and group safety, personal development, work life, environmental education, and planting projects. Crew Leaders also represent the City of San Leandro on-site and coordinate with the Departments of Public Works and Parks & Recreation as partners on designated projects. Crew Leaders must attend the orientation and skills-based training session prior to the program.

Crew Members serve in professionally supervised teams as they explore future outdoor and regenerative economy careers, learn practical field skills, and develop confidence as emerging leaders in the fields of urban forestry and conservation. Members are afforded opportunities to learn and train in academic programs within Peralta Community College District colleges, while gaining invaluable career perspectives working alongside staff from the local municipal Parks & Recreation and Public Works staff, East Bay Regional Parks District, Hayward Area Recreation District, CA Resource Conservation District, US Forest Service, CA DNR, and many other stewards of our county's public lands.

Thank you for this opportunity to provide you with further information. Please reach out again if you need additional details.

sincerely,

Hoi-Fei Mok, PhD
Pronouns: they/them
Sustainability Manager
City of San Leandro
Cell: 510-672-3108
Email: hfmok@sanleandro.org

Pauline Russo Cutter, Mayor

City Council:

Victor Aguilar, Jr.
Deborah Cox

Bryan Azevedo
Corina N. López

Peter Ballew
Fred Simon



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 626-9705
Website: www.fire.ca.gov



City of San Leandro
Attn: Hoi-Fei Mok, PhD

March 15, 2022

Subject: Grant modification approval [Application 21-UF-UFEI-011]

Dear Hoi-Fei Mok,

CAL FIRE approves of the modification of scope of work and budget as proposed in your letter and budget dated February 24, 2022. These modifications will be appended to your application as additional detail to your original scope of work and budget. The grant amount in the agreement from CAL FIRE will be \$1,499,400. Reporting requirements will be adjusted to the approved scope of work, including quantification of greenhouse gas reductions associated with tree planting.

Thank you for your hard work and dedication to advance urban forestry in California.

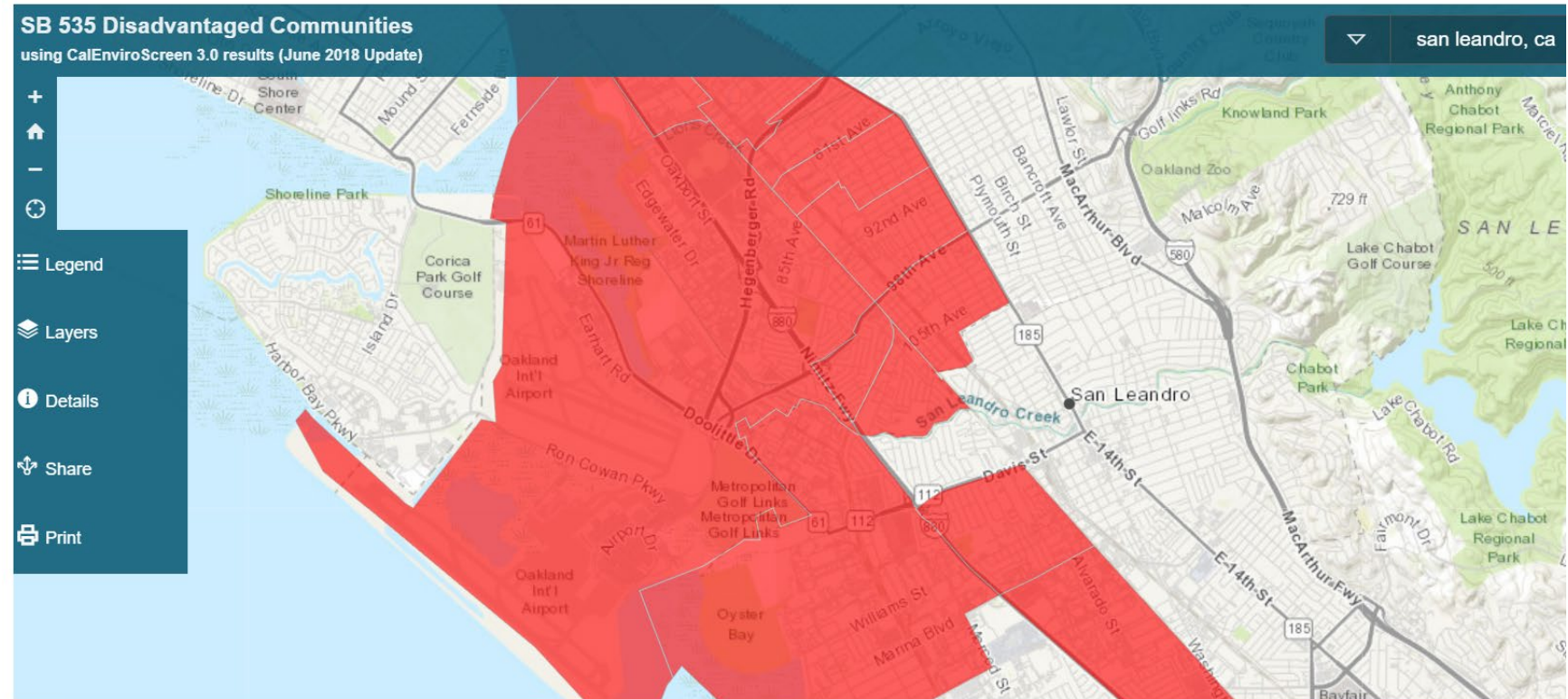
Sincerely,

Walter Passmore

Walter Passmore
State Urban Forester

City of San Leandro

AB 1550 Map



The Tree Resilient San Leandro Project will feature tree planting throughout the City, focusing primarily on the following disadvantaged census tracts. (6001432501, 6001409200, 6001432400, 6001433200, 6001433300, 6001433600, 6001432600, 6001433104, 6001433103)

Greenhouse Gas Reduction Fund - Urban and Community Forestry Program
Budget Proposal

GRANTEE NAME

Budget Item	Description	Cost Basis	CAL FIRE Grant		Total
			Share	Grantee Match	
A. Salaries and Wages			941,250.00	375,000.00	1,316,250.00
	Project Staff x 10	37,650 hours x \$25/hour	941,250.00		941,250.00
	Project Volunteers	25,000 x \$15/hour		375,000	375,000.00
					-
					-
B. Employee Benefits			-	-	-
					-
					-
					-
C. Contractual			-	-	-
					-
					-
					-
D. Travel			-	-	-
					-
					-
					-
E. Supplies			397,500.00	-	397,500.00
	Tree Supplies (Shovels, Gloves, Buckets, Stakes, Wire Ties, Compost, Mulch)	Total Supplies	122,500.00		122,500.00
	Trees	5000 x \$55 each	275,000.00		275,000.00
					-
					-
					-
					-
F. Equipment			-	-	-
					-
G. Outreach/Education			-	-	-
					-
					-
H. Other			-	-	-
					-
					-
					-
TOTAL DIRECT COSTS			1,338,750.00	375,000.00	1,713,750.00
INDIRECT COSTS		12%	160,650.00		160,650.00
TOTAL PROJECT COSTS			1,499,400.00	375,000.00	1,874,400.00
LESS Program Income					
TOTAL GRANT PROPOSED COSTS			1,499,400.00	375,000.00	1,874,400.00
			80%	20%	100%