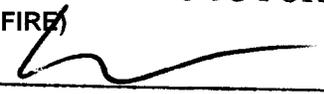


State of California
 Dept. of Forestry and Fire Protection (CAL FIRE)
 Resource Management
 GRANT AGREEMENT

APPROVED AS TO FORM:


 SCHUYLER A. CAMPBELL Date 7/2/20
 Deputy City Attorney

APPLICANT: City of Merced
 PROJECT TITLE: Tree Inventory & Management Plan
 GRANT AGREEMENT: 8GG16430 Amendment 3

PROJECT PERFORMANCE PERIOD IS from June 29, 2017 through March 30, 2021.

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: Amendment to modify the budget in contractual and supplies in order to purchase trees, planting materials, and do additional plantings.

Total State Grant not to exceed \$ **475,000.00** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.
 **The below signor testifies that they have the authority to be signing this agreement in their capacity as an employee of the eligible entity for this grant.*

City of Merced

STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION

 Applicant

 By _____
 Signature of Authorized Representative

 Title _____

 Date _____

By _____

 Title: Helge Eng
 Deputy Director, Resource Management

 Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 475,000.00		GRANT AGREEMENT NUMBER 8GG16430		FUND Optional Line Item:	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION Greenhouse Gas Reduction Fund			
ADJ. DECREASING ENCUMBRANCE \$		FUNCTION Greenhouse Gas Reduction Fund			
UNENCUMBERED BALANCE \$ 0.00		LINE ITEM ALLOTMENT 3540- 001-3228	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17
T.B.A. NO.	B.R. NO. FY	INDEX 9520	OBJ. EXPEN D 418	PCA 92000	PROJECT/WORK PHASE VENDOR# 086499-00

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 Merced, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed four-hundred seventy-five thousand dollars (\$475,000.00).
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 Urban and Community Forestry Program California Climate Investments Grant Guidelines 2016/2017
 - 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 8GG16430.
- 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 Merced
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Greg Dion	Attention: Carl Brown
Mailing Address: 1234 E. Shaw Avenue	Mailing Address: 1776 Grogan Avenue
Fresno, CA 93710-7899	Merced, CA 95340
Phone Number: (559) 243-4156	Phone Number: (209) 385-6806
Email Address: Greg.Dion@fire.ca.gov	Email Address: brownnc@cityofmerced.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

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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,

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which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.

- c. 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 Procedural Guide for the CAL FIRE Urban and Community Forestry Program California Climate Investments Grant Guidelines 2016/2017.
- d. 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.
- e. 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.
- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Attention: Greg Dion
1234 E. Shaw Avenue
Fresno, CA 93710-7899
- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written

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

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

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

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

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

STATE:

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

11. Nondiscrimination

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

12. Incorporation

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

13. Severability

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

14. Waiver

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

15. Assignment

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

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 AB 32 (Chapter 488, Statutes of 2006), California’s Global Warming Solutions Act of 2006.
2. Grant funds shall be used on projects limited to specific activities as described in GHG Grants Procedural Guides.
3. Greenhouse gas reduction must be calculated using the ARB Greenhouse Gas Quantification Methodology (https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/calfire_ucf_16-17.pdf).
4. Grantee shall report project and benefits information when requested by the State (e.g., GHG reductions, disadvantaged community benefits, energy/water savings, and other co-benefits).
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, GGRF 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 Greenhouse Gas Reduction Fund (GGRF) projects are required to monitor and report on carbon flux. This includes direct emissions, avoided emissions and sequestration. All such emissions should be monitored and reported separately. In addition, the Urban & Community Forestry and Forest Legacy Program Grants have to monitor and report on other metrics. Monitoring should be done at sufficient intervals to allow periodic reporting per the specific requirements of the individual grant program. Carbon flux should be expressed as the difference between the pre-project baseline and the in-progress or completed project at the end of the given monitoring period. This will require the establishment of a pre-project baseline from which direct emissions, avoided emissions and sequestration can be periodically measured throughout the crediting period¹ on the project area. Emissions and sequestration measurements should be expressed as metric tonnes of carbon dioxide equivalent [MTCO₂e]. Net Greenhouse Gas (GHG) benefit of the project will be determined by the sum of the GHG

¹ The crediting period is the time period over which the project accrues GHG benefits.

emissions reductions and sequestration less any GHG emissions resulting from project implementation. All other metrics should be reported in the appropriate units of measure. The reporting requirements should determine the timing and frequency of monitoring actions as described in Table 1.

a. TABLE 1 CCI GRANT REPORTING REQUIREMENTS

Grant Program	What to Report	Reporting Frequency	Report Due
Urban & Community Forestry	1, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20	Quarterly, At Completion	January 1, April 1, July 1, September 1, At Completion with final invoice
Forest Health	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 19, 20	Annually, At Completion	September 1, At Completion with final invoice

b. CCI GRANT REPORTING REQUIREMENTS

1. Increased carbon sequestration through tree growth.
2. Increased carbon sequestration through tree growth and timberland management.
3. GHG emissions resulting from project implementation actions (fuel reduction activities, timber harvesting, sanitation harvesting, site preparation, research activities, etc.)
4. Avoided GHG emissions resulting from reducing hazardous fuel load potential that could lead to large wildfires.
5. Avoided GHG emissions resulting from retaining the forest and avoiding conversion to another use.
6. Avoided GHG emissions resulting from utilization of the removed trees or other vegetation for biomass energy, solid wood products or other products.
7. Avoided GHG emissions resulting from preventing spread of disease to healthy forests by selectively removing pest- or pathogen-infected trees.
8. Avoided GHG emissions resulting from research activities.
9. Estimated net GHG benefit achieved to date.
10. Estimated net GHG benefit for entire project to date [provide total MTCO_{2e} over the project life].

11. Project status [provide one of the following: (a) started during reporting period; or (b) in progress.]
12. Project activities completed [e.g., milestones achieved].
13. Additional project benefits and results [if applicable, provide estimated totals, if available, or qualitative descriptions, of the following: (a) vehicle miles traveled reductions; (b) open space or greenbelt creation or preservation; (c) wildlife habitat preservation; (d) tons of biomass generated from forest easements and delivered to a renewable energy facility; (e) tons of harvested wood generated from forest easements and delivered to a mill; and (f) property acquired to be repurposed as an urban forestry project site.]
14. Number of trees planted and location.
15. Vegetation planted and location.
16. Maintenance activities conducted.
17. Verification that the land is still being managed in accordance with the terms of the forest conservation easement.
18. Verification that the site is still being maintained in accordance with the terms of the grant agreement.
19. At completion, summarize project accomplishments, including benefits to disadvantaged communities.
20. At completion, summarize co-benefits for entire project [if applicable, e.g., vehicle miles traveled reductions; open space creation or preservation; wildlife habitat preservation].
21. Grantee shall provide photos, literature, presentations and other media developed concerning the Project to the Grantor when requested.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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:

GRANT NUMBER 8GG16430 Amendment 3
City of Merced
Tree Inventory & Management Plan

“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.

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 Tree Inventory & Management Plan is part of California Climate Investments, a statewide program that puts billions of cap-and-trade dollars to work reducing greenhouse gas 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 Investment 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 made in disadvantaged and low-income communities. For more information, visit [California Climate Investments](#).”

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

Urban & Community Forestry Program
1234 E Shaw Ave.
Fresno Ca, 93710
(559) 243-4156



September 13, 2020

Ken Elwin
City of Merced
1776 Grogan Avenue
Merced, CA 95340
209-385-6989

Subject: Grant Amendment Request
Grant Agreement No.: 8GG16430

Dear Mr. Elwin,

This letter serves to notify you I have received your request to amend the above mentioned grant agreement.

The requested amendment includes transferring \$64,064.00 from the contractual budget line and allocating this amount to the supplies budget. This amount will be used to purchase an additional 300 trees. This requested change to the executed grant agreement budget is over 10 percent within the contractual budget item, and as will constitute a formal amendment. The reasoning for this change was due to an approved contractor completing work under the original bid amount. This created a savings of \$118,805.59 in the contractual budget item. In addition, \$54,741.59 will be held in contractual budget item, and will be used to hire a contractor to plant the additional 300 trees. Lastly, the grantee is requesting to plant the additional trees as 24 inch boxes.

The approval of these specific amendments shall not alter any other specific terms or conditions of the original grant agreement, and shall not authorize any additional grant agreement dollars to be spent beyond the total budgeted in the original grant agreement.

If I can be of any service, or if you have any questions, please feel free to contact me any time. Thank you for your hard work and dedication to this valuable project to advance urban forestry efforts in California.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Dion'.

Greg Dion
Forestry Assistant II
State Urban Forester

CITY OF MERCED

"Gateway to Yosemite"



September 17, 2020

California Department of Forestry & Fire Protection (CAL FIRE)
Urban and Community Forestry Program
Attn: Greg Dion, San Joaquin Regional Urban Forester
1234 E Shaw Avenue
Fresno, CA 93710

RE: Grant # 8GG16430, "Tree Inventory & Management Plan" Project
Request for Budget Amendment

Dear Mr. Dion:

The City of Merced (City) has previously executed a contract with Davey Resource Group for tree inventory and management plan services in the amount of \$461,085. Davey Resource Group has completed the tree inventory, reducing their contract total to \$342,279.41.

With the savings of \$118,805.59 from the tree inventory, the City would like to hire a contractor to plant an additional 300 trees in various locations. To accomplish this, the City would like to formally request amending the grant budget to move \$64,064 from budget item C – Contractual to budget item E – Supplies for the purchase of trees and planting materials, as well as re-allocate \$54,741.59 within budget item C for the purposes of contracting out the labor for the additional plantings.

As part of the grant requirements, the City was to plant 15-gallon trees. The City would like to deviate from this requirement to allow for the planting of both 24" box trees and 15-gallon trees for the 720 City-planted trees and 300-contractor planted trees. Benefits for upsizing the trees include tree strength and resilience, sequestration of more greenhouse gases, better stormwater runoff mitigation, and increased cooling due to the larger canopy (reducing the heat island effect).

Thank you in advance for your time and consideration regarding this matter; should you have any questions, please contact the project manager, Juan Olmos – Acting Tax Services Manager at (209) 385-6806 or olmosj@cityofmerced.org.

Sincerely,

Ken F. Elwin, PE
Director of Public Works

Greenhouse Gas Reduction Fund - Urban and Community Forestry Program
Budget AMENDMENT NO. 3 September 2020

MERCED 16-GHG-UF-01-MGMT-015

CITY OF MERCED

Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Grantee Match	Total
A. Salaries and Wages				44,970.00	44,970.00
	Urban Forestry Supervisor	125 hours x \$30/hour		3,750.00	3,750.00
	Tree Trimmer	300 hours x \$27/hour		8,100.00	8,100.00
	Park Worker 2	720 hours x \$23/hour		16,560.00	16,560.00
	Park Worker 2	720 hours x \$23/hour		16,560.00	16,560.00
B. Employee Benefits				19,625.00	19,625.00
	PW Supervisor - Parks & Trees	125 hours x \$13/hour		1,625.00	1,625.00
	Tree Trimmer	300 hrs x \$12/hr		3,600.00	3,600.00
	Park Worker 2	720 hrs x \$10/hr		7,200.00	7,200.00
	Park Worker 2	720 hours x \$10/hour		7,200.00	7,200.00
C. Contractual			397,021.00		397,021.00
	Tree Inventory	Quote from vendor	236,977.41		236,977.41
	Inventory Software & Staff Software Training Management Plan	Quote from vendor	11,050.00		11,050.00
	Tree Planting	Quote from vendor	94,252.00		94,252.00
			54,741.59		54,741.59
D. Travel				806.40	806.40
	Mileage	1440 miles x \$0.56/mile		806.40	806.40
E. Supplies			66,314.00	82,192.80	148,506.80
	Trees (15-Gallon)	770 #15 trees @ \$95/tree	4,750.00	68,400.00	73,150.00
	Trees (24" Box)	250 24" Box Trees @ \$170/tree	42,500.00		42,500.00
	Tree Stakes	2,040 @ \$3.70 each	2,220.00	5,328.00	7,548.00
	Tree Ties	2,040 @ \$0.67 each	402.00	964.80	1,366.80
	Mulch	500 Yds. @ \$15/Yard		7,500.00	7,500.00
	Tablets for Inventory	3 @ \$750 each	2,250.00		2,250.00
	Tree Trunk Guard	300 @ \$5 each	1,500.00		1,500.00
	Root Barrier	50 @ \$75 each	3,750.00		3,750.00
	Fertilizer Packets	Lump Sum \$2,500	2,500.00		2,500.00
	Misc. Planting Supplies	Other planting supplies	6,442.00		6,442.00
F. Equipment				162,048.00	162,048.00
	Dump Truck	1600 hours @ \$33.00/hr		52,800.00	52,800.00
	Backhoe	1600 hours @ \$46.78/hr		74,848.00	74,848.00
	Half-ton Pick Up	1600 hours @ \$14.50/hr		23,200.00	23,200.00
	Trailer	1600 hours @ \$7.00/hr		11,200.00	11,200.00
G. Outreach/Education			11,665.00		11,665.00
	Tree care brochures	1,000 @ \$.40 each			
	Invest From the Ground Up (Business) - 2-sided English/Spanish	500 @ \$.43 each			
	Invest From the Ground Up (Residents)- 2-sided English/Spanish	500 @ \$.43 each			
	Outdoor banners	2 @ \$112.50			
	Doorhangers	1000 @ \$.60			
	Buttons - 1.5"	2,000 @ \$.32			
	New Merced Focused Event Flyers- 2-sided English/Spanish	2,000 @ \$.33 each			
	California Urban Forests Council planning & organizing two Arbor Day events	Local staff person to be hired to implement Community Engagement plan in addition to admin services from CaUFC and other partners.			
			11,665.00		11,665.00
H. Other					
TOTAL DIRECT COSTS			475,000.00	309,642.20	784,642.20
INDIRECT COSTS			0%		
TOTAL PROJECT COSTS			475,000.00	309,642.20	784,642.20
LESS Program Income					

TOTAL GRANT PROPOSED COSTS	475,000.00	309,642.20	784,642.20
	61%	39%	100%