

**CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE**

DATE: May 04, 2023

TO: Honorable Council

FROM: Barbara Romero, Director and General Manager, LA Sanitation and Environment
(LASAN)



SUBJECT: Revised Scope of Work: Slauson Corridor: Making Connections Project
(CF: 21-1176)

INTRODUCTION/BRIEF OVERVIEW

In February 2022, LA Sanitation & Environment (LASAN) was awarded the Slauson Corridor: Making Connections grant in the amount of \$500,000 through the California Natural Resources Agency (CNRA). The project is a collaboration with the Los Angeles County Metropolitan Transportation Authority (Metro) with the intent to increase greening in the South Los Angeles neighborhood by increasing the trees along the Rail to Rail/River Active Transportation Corridor Project (Rail to Rail path), a new multipurpose bike and pedestrian path, as well as new street trees.

The project would plant 1,600 new trees: 200 street trees on Slauson Avenue and adjacent streets and 1400 trees in the new Rail to Rail multi-use path on the north side of Slauson Avenue. The project area is along the Slauson corridor between Crenshaw Blvd and Alameda Street. The grant proposal included 160 new tree wells and the watering of the 200 street trees for two years (maximum time allowed by the granting agency) as well as funding for California native understory plantings in the Rail to Rail path.

During the summer of 2022, Metro notified LASAN that there was an internal miscommunication and the Rail to Rail path could now only support 460 of the original 1,400 trees. LASAN has had to change the scope of work to reflect the reduced number of trees to be planted in the Rail to Rail path. The CNRA has agreed to the proposed revisions and a grant amendment is pending approval. The grant amount will remain the same.

Recommendations:

1. Authorize LASAN to proceed with the revised and CNRA approved scope of work on the Slauson Corridor: Making Connections Project, as detailed in the CNRA Environmental Enhancement and Mitigation (EEM) Program grant amendment.

Background

The Slauson Corridor: Making Connections project proposed to green an existing barren transit corridor in South Los Angeles (South LA) that was historically dominated by an industrial rail line on the north side of Slauson Avenue into a tree-lined, community green-way. The existence of the rail line in the project area meant that few, if any, trees could be planted on Slauson Avenue due to concerns about rail safety. However, the now abandoned rail line on Slauson Avenue is being transformed into the Rail to Rail/River Active Transportation Corridor Project (Rail to Rail path), a new multipurpose bike and pedestrian path by Los Angeles County Metropolitan Transportation Authority (Metro).

The Slauson Corridor: Making Connections project area encompasses Slauson Avenue and immediately adjacent streets from Alameda Street on the east to Crenshaw Boulevard on the west.

The original scope of work included planting and maintaining 1,400 trees and thousands of understory plants in the Rail to Rail path plus creating 160 new tree wells, planting and maintaining 200 new street trees on the south side of Slauson Avenue and in the adjacent neighborhoods, and increasing the area's habitat with thousands of new plants.

In-kind Funding

The project scope included in-kind donations in the amount of \$352,220. This included 600 15-gallon trees and 200 labor units from City Plants. Metro was to provide the labor to plant 1,400 trees along the Rail to Rail path as well as thousands of understory plantings plus include irrigation for the establishment of the trees and understory plants along the multi-purpose path.

Total in-kind match funding:

City Plants: \$82,220

Metro: \$270,000

Grant Award and Loss of In-kind Funding

In February 2022, LASAN was awarded the Slauson Corridor: Making Connections grant in the amount of \$500,000. During the summer of 2022, Metro notified LASAN that there was an internal miscommunication and the Rail to Rail path could now only support 460 of the original 1,400 trees, 940 trees less than anticipated. In an effort to mitigate the situation, it was determined that the original 940 path trees could be transferred to street trees in the adjacent neighborhoods, still within the original project area. However, the modified scope would require additional funding to plant and maintain the street trees for three years; costs that would have been covered had the trees been planted in the Rail to Rail path.

The additional cost associated with transferring 940 path trees to adjacent neighborhood street trees was estimated at \$1.93 million, a cost that Metro could not immediately provide without a funding source.

In January 2023, Metro wrote a letter to LASAN and the CNRA expressing their commitment to seeking additional funding in order to provide the original number of trees and required maintenance to the project area, as was initially proposed in the grant application. Metro committed to pursuing a grant from the 110 Express Lane Net Toll Revenue program, which will be available in Summer 2023. The funding is not guaranteed.

There are no changes to the awarded state grant total of \$500,000.

Grant Amendment

As a means to salvage a portion of the original Slauson Corridor: Making Connections project and provide some much needed shade to the low-canopy neighborhoods in Council Districts 8 and 9, LASAN approached the CNRA and proposed a revised scope of work for their consideration. Two main revisions include:

Original Scope of Work	Revised Scope of Work
160 tree wells	175 tree wells
1,400 path trees	460 path trees

The CNRA is supportive of the revised scope and is preparing a grant amendment. The original grant amount of \$500,000 will remain unchanged. In the event that Metro is able to secure the additional funding required to plant and maintain 940 street trees in the project area (the number of trees the Rail to Rail path can no longer support), this would have no impact on LASAN’s revised scope, and could easily be integrated into enhancing the tree canopy in the original project area.

Summary

LASAN was awarded a CNRA Environmental Enhancement and Mitigation (EEM) Program grant in the amount of \$500,000 for the Slauson Corridor: Making Connections project. The project was a joint project that depended on in-kind donations from City Plants and Metro in the form of 15-gallon trees and labor to plant and maintain the trees.

After the grant was awarded, Metro informed LASAN the Rail to Rail path could no longer support the original number of trees and Metro could not immediately provide the funds required to transfer the surplus path trees to street trees. Metro is committed to seeking funding in order to plant the original number of trees outlined in the grant application.

Given the situation, and in an effort to utilize the grant funds and provide some trees and shade to the bleak project area, LASAN proposed a revised scope of work to the CNRA. The revised scope provides fewer trees; 1,600 (original) to 660 trees (revised), but increases the number of

tree wells or concrete cuts (160 to 175). The CNRA is supportive of LASAN's efforts to mitigate the situation and agreed to the revised scope of work. The original grant award in the amount of \$500,000 will remain unchanged.

If Metro secures supplemental funding to water and maintain 940 street trees, the revised scope will not be impacted.

LASAN respectfully requests authorization to proceed with the revised scope of work on the Slauson Corridor: Making Connections Project.



GAVIN NEWSOM, Governor
WADE CROWFOOT, Secretary for Natural Resources

May 27, 2022

Ms. Barbara Romero
Los Angeles, City Bureau of Sanitation
1149 South Broadway, 9th Floor
Los Angeles, CA 90015

Re: Environmental Enhancement and Mitigation Grant Program
Slauson Corridor: Making Connections

Dear Ms. Romero:

Congratulations on receiving Environmental Enhancement and Mitigation Grant Program funding in an amount not to exceed \$500,000.00 for the Slauson Corridor: Making Connections Project.

The Grant Agreement is being sent via DocuSign for signature. Please sign and initial the provisions and exhibits in the Grant Agreement. Careful review of each section is critical as the terms are binding within this agreement. As soon as the agreement is fully executed and processed through our accounting system, you will receive an emailed copy for your records.

Please refer to the Project Administration Forms section of our website located at <https://resources.ca.gov/grants/Grant-Program-Resources> for forms and reference documents associated with this grant. Our office provides technical assistance throughout the grant period, including a grant management workshop. We will be in contact to coordinate a date that works best for your staff.

Should you have any questions, please do not hesitate to contact Evelyn E. Maginnity at 916-902-6377 or via email at evelyn.maginnity@resources.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Andrea Scharffer".

Andrea Scharffer
Deputy Assistant Secretary for Bonds and Grants

Enclosures

715 P Street, 20th Floor, Sacramento, CA 95814 Ph. 916.653.5656 www.resources.ca.gov



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

5/26/2022

GRANTEE NAME: City of Los Angeles, Bureau of Sanitation

SB

PROJECT TITLE: Slauson Corridor: Making Connections

5/31/2022

AUTHORITY: Streets and Highways Code Section 164.56

PROGRAM: Environmental Enhancement and Mitigation

JAM

AGREEMENT NUMBER: E13921-0

5/31/2022

TERM OF LAND TENURE: Perpetuity

PROJECT PERFORMANCE PERIOD: 06/01/2022 to 03/01/2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Streets and Highways Code Section 164.56.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **\$500,000.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

**CITY OF LOS ANGELES
BUREAU OF SANITATION**

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By: Barbara Romero

By: Andrea Scharffer

Barbara Romero

Andrea Scharffer

Title: Director and General Manager

Title: Deputy Assistant Secretary, Bonds & Grants

Date: 6/8/2022

Date: 6/8/2022

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NO.	FUND				
\$ 81,133.24 (2019)		E13921-0	0183 – Environmental Enhancement & Mitigation				
<u>\$418,866.76 (2020)</u>							
\$500,000.00							
ADJ. INCREASING ENCUMBRANCE			FISCAL PO NO.				
ADJ DECREASING ENCUMBRANCE		FUNCTION					
		Local Assistance					
UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT		
	101	0183	2019 2020	5432000	5432000000		
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	0540	0540E139210	30139	05400001	30139		2021

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



6/9/2022

SIGNATURE OF ACCOUNTING OFFICER

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: City of Los Angeles, Bureau of Sanitation
PROJECT TITLE: Slauson Corridor: Making Connections
AGREEMENT NUMBER: E13921-0
AUTHORITY: Streets and Highways Code Section 164.56
PROGRAM: Environmental Enhancement and Mitigation

PROJECT DESCRIPTION

Project to plant 1,600 trees and additional understory plants in a disadvantaged and park poor community of South Los Angeles. New trees will be planted along the north and south side of Slauson Avenue and adjacent streets to transform an existing barren transit corridor to provide shade, reduce temperatures, provide carbon sequestration, increase biodiversity and habitat, improve stormwater capture and encourage alternative transportation and outdoor recreation.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to contribute to mitigation of the environmental effects of transportation facilities.

TERMS AND CONDITIONS OF GRANT

Special Provisions

- BR 1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.
- BR 2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope, and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this agreement. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or 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.
- BR 3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in

order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Acquisition" means obtaining a fee interest or any other interest, including easement, leases, and development rights.
2. The term "Agreement" means this Grant Agreement
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Environmental Enhancement and Mitigation (EEM) Grant Program Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific EEM project objectives within a specific project performance period by the grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.
15. The term "Project Scope" means the description or activity for work to be accomplished by the EEM Project.

16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Streets and Highway Code, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page 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.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2025**.
4. Grantee shall at all times ensure the Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

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Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines the project continues to meet all objectives of the Environmental Enhancement and Mitigation Grant Program and is consistent with the intent cited in the original Application.

If Grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and

disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have: (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of the Project at the request of the State.
12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs on a reimbursement basis as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly

documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State, and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2025**.
5. Final payment is contingent upon State verification that the Project is consistent with the Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

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7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this, or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Streets and Highway Code may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if such failure was due to no fault of the 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.
6. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the for the purposes as stated in the application for the people of the State of California and because such benefit exceeds to an immeasurable

and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

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2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY (20) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
 3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
 4. If the use of the property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the Grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
 5. The Grantee shall not use or allow the use of any portion of the real property for additional mitigation without the written permission of the State.
 6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.
- I. Nondiscrimination
1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Streets and Highway Code.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application 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.

L. 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.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

**Environmental Enhancement and Mitigation Grant Program
Streets and Highways Code Section 164.56**

GRANTEE NAME: City of Los Angeles, Bureau of Sanitation

PROJECT TITLE: Slauson Corridor: Making Connections

AGREEMENT NUMBER: E13921-0

PROJECT LOCATION: Slauson Avenue Corridor from Crenshaw Boulevard (west end) to Alameda Street (east end) in the City of Los Angeles

PROJECT SCOPE:

Project to plant 1,600 trees and additional understory plants in a disadvantaged and park poor community of South Los Angeles. New trees will be planted along the north and south side of Slauson Avenue and adjacent streets to transform an existing barren transit corridor to provide shade, reduce temperatures, provide carbon sequestration, increase biodiversity and habitat, improve stormwater capture and encourage alternative transportation and outdoor recreation.

Grant-funded project elements include:

- Project management and administration
- Media outreach
- Removal of concrete paving and backfill of approximately 160 tree wells
- Plant approximately 1,000 trees
- Plant materials
- Plant establishment for two years
- Funding acknowledgement sign/banners and National Wildlife Federation certification and recognition

Project is located along public streets that are accessible and open at all hours.

EXHIBIT A

BR

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE (MONTH AND YEAR RANGE)
Community outreach	June – September 2022
Preliminary work on the project	June – September 2022
Submit final site design/plans/specifications to State	September 2022
Planting of street trees	October 2022 – March 2023
Plant establishment	March 2023 – February 2025
Record MOUGA and submit project closeout package with final Payment Request to State	March 2025

A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

Plant establishment reimbursed by the grant not to exceed two (2) years.

COST ESTIMATE: See Exhibit A-1

City of Los Angeles, Bureau of Sanitation
 Slauson Corridor: Making Connections
 Grant No. E13921-0
 Exhibit A-1 Cost Estimate

PROJECT ELEMENTS		Total Project Cost	EEM Grant	LACMTA (in-kind)	City Plants Trees (in-kind)
NON-CONSTRUCTION (not to exceed 25% of grant)					
A Direct Project/Construction Administration					
1	Project Management & Administration	\$ 50,000	\$ 50,000	\$ -	\$ -
B Planning, Design, Permitting & Outreach					
1	Public Outreach - Materials, Social Media	\$ 1,000	\$ 1,000	\$ -	\$ -
TOTAL NON-CONSTRUCTION COSTS (not to exceed 25% of grant \$125,000)		\$ 51,000	\$ 51,000	\$ -	
CONSTRUCTION					
C Construction Activity					
1	Sawcut and remove concrete paving and backfill for tree wells	\$ 130,560	\$ 130,560	\$ -	\$ -
2	Trees	\$ 75,000	\$ 75,000	\$ -	\$ -
3	Plant materials	\$ 55,000	\$ 55,000	\$ -	\$ -
4	Plant establishment	\$ 158,400	\$ 158,400	\$ -	\$ -
	Trees and tree planting labor	\$ 52,220	\$ -	\$ -	\$ 52,220.00
	Trees	\$ 30,000	\$ -	\$ -	\$ 30,000.00
	Labor for trees	\$ 245,000	\$ -	\$ 245,000	\$ -
	Labor for plant materials	\$ 25,000	\$ -	\$ 25,000	\$ -
D Site Amenities					
1	Funding Acknowledgement Sign/Banners; National Wildlife Federation habitat certification and recognitions	\$ 9,000	\$ 9,000	\$ -	\$ -
TOTAL CONSTRUCTION		\$ 780,180	\$ 427,960	\$ 270,000	\$82,220.00
F Contingency (not to exceed 10% of grant)					
PROJECT GRANT TOTAL		\$ 852,220	\$ 500,000	\$ 270,000	\$82,220.00

*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

Certificate Of Completion

Envelope Id: 6A0084CB3BC6459FA9228A53071F52A8

Status: Completed

Subject: E13921-0: City of Los Angeles, Bureau of Sanitation

Source Envelope:

Document Pages: 15

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 12

Evelyn Maginnity

AutoNav: Enabled

1416 9th St

Enveloped Stamping: Enabled

Sacramento, CA 95814

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Evelyn.Maginnity@resources.ca.gov

IP Address: 136.200.53.19

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Deanna Ou

Deanna.Ou@resources.ca.gov

Bonds & Grants

California Natural Resources Agency

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Deanna.Ou@resources.ca.gov

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Stacey Bell

Stacey.Bell@resources.ca.gov

Deputy Chief, Bonds Fiscal Resources

California Natural Resources Agency

Security Level: Email, Account Authentication
(None)

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Not Offered via DocuSign

Teresa Mallory

Teresa.Mallory@resources.ca.gov

Program Manager

California Natural Resources Agency

Security Level: Email, Account Authentication
(None)

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Teresa.Mallory@resources.ca.gov

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Signer Events	Signature	Timestamp
<p>Andrea Scharffer Andrea.Scharffer@resources.ca.gov Assistant Deputy of Bonds and Grants is Department of Water Resources Security Level: Email, Account Authentication (None)</p>	<p><i>Andrea Scharffer</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Andrea.Scharffer@resources.ca.gov Using IP Address: 136.200.53.19</p>	<p>Sent: 5/31/2022 12:44:36 PM Viewed: 5/31/2022 6:29:08 PM Signed: 5/31/2022 6:29:14 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/11/2021 3:19:12 PM ID: 8819c09b-12d3-4ea1-9083-1c1614262fd7</p>		
<p>Barbara Romero barbara.romero@lacity.org Security Level: Email, Account Authentication (None)</p>	<p><i>Barbara Romero</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to barbara.romero@lacity.org Using IP Address: 76.82.66.176</p>	<p>Sent: 5/31/2022 6:29:17 PM Viewed: 6/8/2022 2:44:02 PM Signed: 6/8/2022 2:44:32 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/8/2022 2:44:02 PM ID: f60617c8-e0c2-4cc5-8af4-e198d1a5af98</p>		
<p>Andrea Scharffer Andrea.Scharffer@resources.ca.gov Assistant Deputy of Bonds and Grants is Department of Water Resources Security Level: Email, Account Authentication (None)</p>	<p><i>Andrea Scharffer</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Andrea.Scharffer@resources.ca.gov Using IP Address: 136.200.53.18</p>	<p>Sent: 6/8/2022 2:44:35 PM Viewed: 6/8/2022 2:50:32 PM Signed: 6/8/2022 2:50:40 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/11/2021 3:19:12 PM ID: 8819c09b-12d3-4ea1-9083-1c1614262fd7</p>		
<p>Ronald Vikash Ronald.Vikash@fire.ca.gov AAIL CALFire Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Drawn on Device Signed by link sent to Ronald.Vikash@fire.ca.gov Using IP Address: 108.83.185.32</p>	<p>Sent: 6/8/2022 4:17:03 PM Viewed: 6/9/2022 8:41:43 AM Signed: 6/9/2022 8:41:49 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/6/2020 11:06:40 AM ID: 77fdd042-3df4-48c5-894e-96d62a665f86</p>		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<p>Sophie Xu Jun.Xu@fire.ca.gov CAL FIRE Security Level: Email, Account Authentication (None)</p>	<p>VIEWED</p> <p>Using IP Address: 165.235.73.16</p>	<p>Sent: 6/8/2022 2:50:43 PM Viewed: 6/8/2022 4:17:01 PM Completed: 6/8/2022 4:17:03 PM</p>
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Stacey Bell Stacey.Bell@resources.ca.gov Deputy Chief, Bonds Fiscal Resources California Natural Resources Agency Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 8:41:51 AM
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Amy Schulenberg amy.schulenberg@lacity.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/9/2022 8:41:52 AM Viewed: 6/9/2022 8:52:31 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/9/2022 8:41:49 AM
Completed	Security Checked	6/9/2022 8:41:52 AM

Payment Events	Status	Timestamps
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1416 9th St, Room 1311
Sacramento, CA 95814

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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