

0150-11658-0008

**TRANSMITTAL**

TO The Council	DATE 06/14/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Tree Planting Contracts – Amendments with LACC and Community Partners**

Transmitted for your consideration.  
See the City Administrative Officer report attached.



(Ana Guerrero for)

MAYOR

RHL:DHH:06210188t

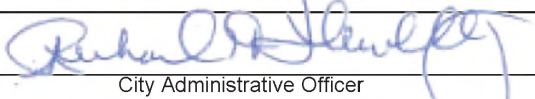
**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-08-21	C.D. No. All	CAO File No.: 0150-11658-0008				
Contracting Department/Bureau: Board of Public Works		Contact: Paul Racs (213) 978-0229					
Reference: Board of Public Works report transmittal dated March 26, 2021; request for report from Mayor's Office on April 22, 2021							
Purpose of Contract: To provide funding for							
Type of Contract: (X) Amendments, Contract No. C-124509 LACC and Contract No. 129100 Community Partners		Contract Term Dates: Contract No. C-124509 LACC: June 1, 2014 – December 31, 2022 Contract No. 129100 Community Partners: Jan 2017 – June 30, 2024					
Contract/Amendment Amount: \$							
Proposed amount \$1,582,849 + Prior award(s) \$17,670,010 = Total \$19,252,859 LACC Proposed amount \$37,776 + Prior award(s) \$155,000 = Total \$192,776 Community Partners							
Source of funds:							
Name of Contractor: Los Angeles Conservation Corps		Community Partners for City Plants					
Address: 605 West Olympic Blvd #480 Los Angeles, CA 90015		1000 North Alameda Street, Suite 240 Los Angeles, CA 90012					
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: n/a %				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATIONS**

That the Mayor and Council authorize the President of the Board of Public Works, or two Members of the Board of Public Works, subject to the review and approval of the City Attorney as to form, to:

1. Execute an Amendment to the Los Angeles Conservation Corps (LACC) Contract C-124509 for Citywide tree planting activities as follows:
  - a. In the amount of \$1,350,000 from the Los Angeles Department of Water and Power (LADWP);
  - b. In the amount of \$232,849 from Tree Planting Fee Guarantee Funds in the Public Works Trust Fund;
2. Execute a contract Amendment with Community Partners for City Plants Contract C-129100 for Citywide tree planting activities as follows:
  - a. In the amount of \$37,776 from Tree Planting Fee Guarantee Funds in the Public Works Trust Fund; and,
  - b. To extend the term of the Contract until June 30, 2024.

Name Bret Avrashov			 City Administrative Officer
BA	Analyst	06210188	

## **SUMMARY**

The Board of Public Works (Board) contracts with various community-based non-profit organizations to provide graffiti removal and supplemental community beautification services. At this time, the Board requests approval to amend existing contracts with the Los Angeles Conservation Corps (LACC) and Community Partners for City Plants (Community Partners) to support Tree Planting activity within the City.

The Los Angeles Conservation Corps (LACC) is a community-based non-profit organization under contract with OCB, providing services throughout the City. The LACC employs youth and young adults in various programs to provide these services, which helps them gain environmental work experience, and build their employment skills throughout their time with LACC. Since the establishment of the LACC Contract in 2014, the Contract has been amended 25 times. The Board now requests a 26<sup>th</sup> Amendment to provide funding as follows:

- \$1,150,000 from the Department of Water and Power for Tree Planting activity Citywide;
- \$232,849 from Tree Planting Fee Guarantee Funds in the Public Works Trust Fund for Tree Planting activity Citywide; and,
- \$200,000 from the Department of Water and Power for a Tree Ambassador.

Community Partners is a community-based non-profit organization focusing on tree planting and care. Community Partners has been an important part of the City Sidewalk Repair Program, planting trees to offset the few trees removed to allow repair of City sidewalks. Since the establishment of the Community Partners Contract in 2017, the Contract has been amended three times. The Board now requests a fourth Amendment to do the following:

- Provide funding for tree planting activities in the amount of \$37,776 from Tree Planting Fee Guarantee Funds in the Public Works Trust Fund; and,
- To extend the term of the Contract until June 30, 2024.

This Office has confirmed that the recommended contractor has submitted the required documentation in compliance with City contracting policies. In accordance with Los Angeles Administrative Code Section 10.5, Council approval of both requested Amendments is required as the term of each contract will exceed three years. The contract contains language limiting City liability to the extent of appropriations provided by the Council and Mayor.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact. The funding for the proposed amendment is provided by fees deposited in the Public Works Trust Fund and the Department of Water and Power.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that special funds are supported by dedicated funding sources, and spending is to be limited to the mandates of the funding source.

Attachment: Board of Public Works Report dated March 26, 2021

BOARD OF PUBLIC WORKS  
MEMBERS

GREG GOOD  
PRESIDENT

AURA GARCIA  
VICE PRESIDENT

DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA CALOZA  
COMMISSIONER

M. TERESA VILLEGAS  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

March 26, 2021

**BPW-2021-0219**

The Honorable Mayor Garcetti  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

## **CONTRACT AMENDMENTS - LOS ANGELES CONSERVATION CORPS. AND COMMUNITY PARTNERS - TREE PLANTING SERVICES DURING FISCAL YEAR 2020- 2021**

As recommended in the accompanying report from the Executive Offices of the Board of Public Works and the Director of the Office of Community Beautification, which this Board has adopted – as amended, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE a contract amendment with the Los Angeles Conservation Corps. (LACC) in the amount of \$1,150,000 from funds received from the Los Angeles Department of Water and Power (LADWP) to fund citywide tree planting activities. This amendment is the third installment as outlined in the Memorandum of Understanding (MOU) between the LADWP and the Board of Public Works for tree planting during the calendar years 2020 and 2021;
2. AUTHORIZE a contract amendment to the contract with the LACC in the amount of \$232,849 from funds within the Public Works Trust Fund (PWTF) to fund citywide tree planting activities related to the Tree Guarantee Fee Planting Plan;
3. AUTHORIZE a contract amendment to the contract with Community Partners in the amount of \$37,776 from funds within the PWTF to fund citywide tree planting activities related to the Tree Guarantee Fee Planting Plan;
4. AUTHORIZE a contract amendment to the contract with LACC in the amount of \$200,000 upon receipt from LADWP to fund a tree ambassador program. This is a portion of the fourth installment as outlined in the MOU between the LADWP and the Board of Public Works for tree planting during the calendar year 2021;



Contract Amendments- Tree Planting Services During Fiscal Year 2020-2021

5. AUTHORIZE a contract amendment to the contract with Community Partners to extend the term for City Plants tree planting coordination through June 30, 2024; and
6. AUTHORIZE the President or two members of the Board of Public Works to execute the contract amendments after approval as-to-form has been obtained by the City Attorney.

(C-124509, C-129100)

Fiscal Impact:

The sources of funding for the LACC and Community Partners contract amendments are from the LA DWP via MOU with the BPW and the Tree Guarantee Fee Deposits within the Public Works Trust Fund therefore there is no impact to the City's General Fund.

Sincerely,



DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:lc



BPW-2021-0219

AS AMENDED\*

Department of Public Works  
Board of Public Works  
Office of Community Beautification

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California

Report No. 1  
Council District: ALL

MAR 26 2021  
AND REFERRED TO THE MAYOR

March 19, 2021

*[Signature]*  
Executive Officer  
Board of Public Works  
AND REFERRED TO THE CITY COUNCIL

Honorable Members of the Board of Public Works

**REQUEST TO EXECUTE CONTRACT AMENDMENTS WITH THE LOS ANGELES  
CONSERVATION CORPS. AND COMMUNITY PARTNERS TO PROVIDE  
ADDITIONAL TREE PLANTING SERVICES DURING FISCAL YEAR 2020-21.**

**RECOMMENDATIONS**

That the Board of Public Works (BPW), subject to the Los Angeles City Council and Mayor approval:

1. **AUTHORIZE** a contract amendment to Contract No. C-124509 with the Los Angeles Conservation Corps. (LACC) in the amount of \$1,150,000 from funds received from the Los Angeles Department of Water and Power (LADWP) to fund citywide tree planting activities. This amendment is the third installment as outlined in the Memorandum of Understanding (MOU) between the LADWP and the BPW for tree planting during the calendar years 2020 and 2021.
2. **AUTHORIZE** a contract amendment to Contract No. C-124509 with the LACC in the amount of \$232,849 from funds within the Public Works Trust Fund (PWTF) to fund citywide tree planting activities related to the Tree Guarantee Fee Planting Plan.
3. ~~**AUTHORIZE** a contract amendment to Contract No. C-129100 with Community Partners in the amount of \$150,000 from funds received from LADWP to fund citywide tree planting activities. This is the third installment as outlined the MOU between LADWP and the BPW for tree planting during the calendar years 2020 and 2021.~~
4. **AUTHORIZE** a contract amendment to Contract No. C-129100 with Community Partners in the amount of \$37,776 from funds within the PWTF to fund citywide tree planting activities related to the Tree Guarantee Fee Planting Plan.
5. **AUTHORIZE** a contract amendment to Contract No C-124509 with LACC in the amount of \$200,000 upon receipt from LADWP to fund a tree ambassador program. This is a portion of the fourth installment as outlined in the Memorandum of Understanding (MOU) between the Los Angeles Department of Water and Power (LADWP) and the BPW for tree planting during the calendar year 2021.

6. **AUTHORIZE** a contract amendment to Contract No. C-129100 with Community Partners to extend the term for CityPlants tree planting coordination through June 30, 2024.
7. **AUTHORIZE** the President or two members of the Board of Public Works to execute the contract amendments after approval as-to-form has been obtained by the City Attorney.

### **TRANSMITTALS**

1. MOU C-128793 between the BPW and the LADWP from FY 2017-2019.
2. MOU C-133726 between the BPW and the LADWP from FY 2019-2021.
3. Council File 16-0461-S1: Tree Guarantee Fee Planting Plan adopted on December 2019.
4. Invoice No. 2021-004-A to LADWP for Tree Planting Services for Energy Efficiency

### **BACKGROUND**

#### ***MOU with LADWP***

The LADWP and BPW combined their separate tree planting efforts into a single citywide program to promote, facilitate, and conduct tree planting for the purpose of provide shade and energy savings; to increase the tree canopy, and improve air quality. On February 8, 2017 the BPW entered into a MOU between the BPW and LADWP (Transmittal No. 1) to achieve energy savings from municipal tree planting efforts of the City Plants Initiative from January 1, 2017 to December 31, 2018. On August 4, 2019, the BPW entered into a 2<sup>nd</sup> MOU with the LADWP (Transmittal No. 2) to continue the operation of the tree planning program for energy efficiency from July 1, 2010 to June 30, 2021.

The MOU includes a line item for “Equity and Urban Heat Island Engagement.” In an effort to increase canopy cover in low canopy, heat-vulnerable, historically marginalized, disadvantaged neighborhoods in the City of LA along streets and within private property, City Plants will launch a grassroots community engagement program that focuses on the role of trees in urban cooling and public health.

A portion of this funding will be used to implement a “Tree Ambassador” program. City Plants will partner with the City Forest Officer, the Los Angeles Department of Water and Power, the US Forest Service, Los Angeles Conservation Corps, Koreatown Youth and Community Center, and others to implement this program, providing on-the-ground, community-centered support to residents in low-canopy regions of the city. This program will directly fund and hire part time community members in low-canopy regions to organize, in a “block leader” fashion, fellow neighbors to plant trees and participate in City Plants and LADWP free tree programs in their communities. Tree Ambassadors will assist residents in “right tree, right place” decision-making. Climate Action Corps Fellows from California Volunteers will aid in the development of a multi-stakeholder, yearlong training curriculum beginning in the spring of 2021 to train paid community tree ambassadors; provide information and educational resources on the benefits of trees and the role of trees in urban cooling and public health; align this program to achieve tree goals in Mayor Garcetti’s Green New Deal; convey the critical role of a healthy tree canopy to climate resilience, sustainable neighborhoods, and public health. This project will take place in targeted, previously identified neighborhoods across LA lacking canopy.

For the period of September 2019 to December 2020, 21,596 trees have been distributed and planted by the City Plants program utilizing funds from the LADWP. The transfer of \$1,500,000 from the LADWP includes the third installment (already received) and a portion of the fourth and installment (still pending receipt from LADWP) as outlined in the 2<sup>nd</sup> MOU.

### ***Tree Guarantee Fee Planting Plan***

The Tree Guarantee Fee Planting Plan (Transmittal No. 3), adopted by Council on December 11, 2019, provides an action plan for the Department of Public Works to commence coordination and tree planting activities across the City of Los Angeles in collaboration with the Department of City Planning and Bureaus of Street Services and Sanitation. In brief, the tree guarantee fees collected from Developers are separated into three major categories. These categories are as follows:

1. Private Commercial and Residential City Planning Development Projects
2. Residential (Non-Development) Public Works Projects
3. Residential Public Works Projects four units or less

All tree guarantee fees collected from the Developers are deposited into the Public Works Trust Fund and separated into three separate accounts based on the categories listed above and are reconciled after the close of each fiscal year. Each deposit contains instructions on how many trees to be planted per Council District. This information is then incorporated into the Tree Guarantee Fee Planting Plan and are then allocated and distributed to pay for tree planting and maintenance for the next three years. When tree deposits are related to Department of City Planning (DCP) cases, the trees are planted within the Guaranteed Tree Fee Planting Plan unless the DCP case does not fall within the same Specific or Community Plan area as the identified Planting Plan corridor. The allocation for year one is to pay for all expenses related to the purchase and planting of the trees. The allocation for years two and three are used to pay for expenses related to the maintenance and watering of the trees.

### **STATUS OF CONTRACTS**

#### ***Los Angeles Conservation Corps.***

Contract C-124509 with the Los Angeles Conservation Corps for tree planting services was originally executed in August 2014, and extends through December 2022 with a scope of work that includes the purchase, care, delivery and planting of trees with the City of Los Angeles.

This contract contains a “Financial Liability Clause”, which states that “The City’s liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City’s liability shall be extended to the extent of such appropriation, subject to terms and conditions of the contract”.

#### ***Community Partners***

Contract C-129100 with Community Partners, was originally executed in January 2017 and currently remains in effect through June 30, 2021 with a scope of work that includes tree planting coordination and implementation of certain elements of the sidewalk repair program. If approved, this Board action extends the term of the contract through June 30, 2024 and will allow for the continued administration of the third year allocation of FY 2018-19 deposits and the second and

third year allocations of the FY 2019-20 deposits related to the Tree Guarantee Fee Planting Plan. Community Partners has agreed to not increase rates associated with Contract No. C-129100 pursuant to City Council's request via the Second Financial Status Report for FY 2020-21 (CF 20-0600-S84).

The intent of the Office of Community Beautification (OCB) is to release a Request for Proposal (RFP) for this work and other related community beautification services before the Community Partners contract was set to expire. However, due to the recent global pandemic caused by COVID-19, that time line has been pushed back, and OCB now anticipates releasing an RFP in Spring 2021.

**STATUS OF FUNDING**

***MOU with LADWP***

Funding of \$1,300,000 has been received from LADWP and is available for contract amendments. This consists of the third installment as outlined in the MOU between the LADWP and the BPW. If approved, \$1,150,000 from funds received from the LADWP will fund citywide tree planting activities performed by LACC (Contract No. C-124509) and the contract with Community Partners (Contract No. C-129100) will be amended to include an additional \$150,000 for the coordination of these tree planting efforts with the LACC.

On January 15, 2021, the BPW sent an invoice of \$200,000 to LADWP (Transmittal No. 4) to fund the tree ambassador program. This is a portion of the fourth installment as outlined in the MOU between the BPW and LADWP. Upon receipt of these funds from LADWP, this Board Report requests authorization to amend the contract with LACC (Contract No. C-124509) to fund the implementation of the tree ambassador program.

***Tree Guarantee Fee Planting Plan***

Funding for the contract amendments is available in the amount of \$270,625 within Revenue Source Code (RSC) 574222 of the Public Works Trust Fund. This consists of year one and two allocations from FY 2018-19 deposits and the year one allocation from FY 2019-20 deposits to the LACC and Community Partners for tree planting and coordination related to the Tree Guarantee Fee Planting Plan. In Summary, please see the table below:

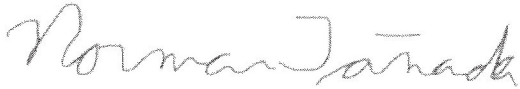
Contractor	FY 2018-19 Deposits		FY 2019-20 Deposits	TOTAL
	Year 1	Year 2	Year 1	
Los Angeles Conservation Corps.	\$ 47,549	\$ 15,840	\$ 169,460	\$ 232,849
Community Partners	6,791	6,791	24,194	37,776
TOTAL	\$ 54,340	\$ 22,631	\$ 193,654	\$ 270,625

**FISCAL IMPACT**

The sources of funding for the LACC and Community Partners contract amendments are from the LADWP via MOU with the BPW and the Tree Guarantee Fee Deposits within the Public Works Trust Fund therefore there is no impact to the City's General Fund.

Respectfully Submitted,

Prepared by:



NORMAN TANADA  
Fund Manager, Financial Management Svcs.

Approved by:



DR. FERNANDO CAMPOS  
Executive Officer, Board of Public Works

Statement of Funds Reviewed and Approved

By:



3/22/2021

MIGUEL DE LA PENA  
Director, Office of Accounting



PAUL RACS  
Director, Office of Comm. Beautification



RACHEL MALARICH  
City Forest Officer, Office of Forest Mgmt.

Report prepared by and for any questions on this report, please contact:  
Norman Tanada, PWTF Manager at (213) 978-0246 or [Norman.Tanada@lacity.org](mailto:Norman.Tanada@lacity.org)

Transmittal No. 1

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 2/8/2017

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Board Public Works

CONTACT PERSON: Anne Veal PHONE: 213-978-0274

CONTRACT NO.: C-128793 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: \_\_\_\_\_  
DATE  
APPROVED BY BPW: 1/9/2017  
DATE

NEW CONTRACT   
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT \_\_\_\_\_

CONTRACTOR NAME: Los Angeles Department of Water and Power

TERM OF CONTRACT: January 1, 2017 THROUGH: December 31, 2018

TOTAL AMOUNT: \$4,850,000

PURPOSE OF CONTRACT:  
To achieve energy saving from the Municipal Tree Planting efforts of the City Plants Initiative.

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE BOARD OF PUBLIC WORKS  
OF THE CITY OF LOS ANGELES, CALIFORNIA

AND

THE LOS ANGELES DEPARTMENT OF WATER AND POWER

TO ACHIEVE ENERGY SAVINGS  
FROM THE MUNICIPAL TREE PLANTING EFFORTS OF THE  
CITY PLANTS INITIATIVE

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between The City of Los Angeles, acting by and through the Board of Public Works (BPW) and the Los Angeles Department of Water and Power (LADWP), a Department organized and existing under the Charter of the City of Los Angeles. Hereinafter BPW and LADWP shall be referred to individually as "Party," and collectively as "Parties."

#### Article I. RECITALS

WHEREAS, in 2010-2011, LADWP and BPW combined their separate tree planting efforts into this single citywide program to promote, facilitate and conduct tree planting for the purposes of providing shade to buildings and communities to save energy, increasing the tree canopy, improving air quality and allowing residents and businesses to enjoy the various other benefits that trees bring to their properties;

WHEREAS, the LADWP previously provided funding for such tree planting activities in the amount of \$4,450,000 in fiscal years 2010-12, and \$2,250,000 in fiscal year 2013-14; and \$4,450,000 in calendar years 2015-16.

WHEREAS, the LADWP recognizes the value of tree planting programs in cooling existing buildings, decreasing the amount of energy needed for interior cooling, reducing greenhouse gases associated with electricity production, and reducing the urban heat island effect; and

WHEREAS, the LADWP wishes to provide additional funding to the BPW for specified tree planting, outreach, monitoring and related activities to help advance the tools needed to document the energy savings and greenhouse gas reductions resulting from tree planting; and

WHEREAS, the Parties wish to use this Agreement to continue the implementation, administration and funding of a citywide tree planting program with the goal of shading existing residential and commercial structures and to continue to quantify the energy savings and greenhouse gas emission reductions from these tree planting efforts. The Agreement also supports the expansion of the urban forest, which will provide general community-level cooling, and move Los Angeles closer to the distinction of being the "Greenest Big City in America."

NOW, THEREFORE, the BPW and the LADWP agree to enter into and abide by the terms and conditions of this MOU.

## Article II. PARTIES TO THE AGREEMENT

The parties to this MOU are:

- A. The Department of Water and Power, having its principal office at 111 North Hope Street, Room 1057, Los Angeles, CA 90012.
- B. The Bureau of Public Works, having its principal office at 200 North Spring Street, Room 361-P, Los Angeles, CA 90012.

## Article III. TERM OF AGREEMENT AND RESPONSIBILITIES OF PARTIES

Section 301: Term. The Term of this MOU shall commence on the date of full execution and shall end twenty-four (24) months following that date.

Section 302: Responsibilities. The Parties' responsibilities for the design, development, implementation, and funding of the program are outlined in the sections below.

Section 303: City Plants Tree Planting Program. The BPW will continue to implement and administer the City Plants tree planting program, for which it will have sole responsibility, with LADWP oversight. BPW will also seek to meet the objectives cited in Attachment 1, Scope of Work, through the processes identified.

*a. Coordination:* To maintain coordination with LADWP, BPW shall conduct a biweekly status call, describing the work accomplished to date, the work anticipated for the following month, and any other issues requiring discussion. A status memo may further be requested by LADWP and submitted via e-mail. The Parties may communicate more frequently as needed.

*b. Funding:* LADWP shall provide funding in four installments over 24 months, in a total cumulative amount not to exceed \$4,850,000. Program funds shall be disbursed for each funding period as described below; amounts may vary up to \$100,000 per payment based on receipt of an invoice and proper justification:

- Funding Period No.1 -\$1,212,500 (Payable following full execution of MOU and satisfactory completion of prior MOU Scope of Work),
- Funding Period No. 2 -\$1,212,500 (August 2017 and/or upon satisfactory completion of 25% of work, whichever is sooner),
- Funding Period No.3 -\$1,212,500 (February 2018 and/or upon satisfactory completion of 50% of work, whichever is sooner),
- Funding Period No.4 -\$1,212,500 (August 2018 and/or upon satisfactory completion of 75% of work),

- Timing: Funding is expected to commence in third quarter fiscal year 2016-2017.

#### Article IV. FUNDING

Section 401: Fund transfers. All funding transfers from LADWP to BPW shall occur via interdepartmental transfer, upon written approval from the LADWP General Manager, and subject to the Terms and Conditions set forth in this MOU.

Section 402: Fund Amounts. Funding amounts may vary slightly from the amounts stated in this MOU. Funding for *Funding Periods No. 3 and 4* is subject to FY 2017-2018 budget approval.

Section 403: Use of Funds: The BPW shall only expend funds in conformity with this MOU, the strategies and programs developed as a result of this MOU, and as allowed under applicable City of Los Angeles, State of California and Federal laws. The Parties shall maintain records as required in conformance with applicable federal, State, and local regulations.

#### Article V. ACCESS TO RECORDS AND AUDITS

Section 501: BPW shall provide LADWP with full and free access to all books, papers, documents and records that are pertinent to their performance under this MOU, including the right to audit, and to make excerpts from transactions and reports in compliance with laws, regulations and administrative requirements. If BPW utilizes contractors to perform any of the work under this MOU, the contracts with those contractors must state that they are subject to audit, as are any subcontractors they may use. Any expenditure deemed to be improper by LADWP or any officially-sanctioned auditing body shall be refunded by BPW to LADWP within 60 days of the date of such determination.

#### Article VI. GENERAL TERMS AND CONDITIONS

Section 601: Consents and Approvals/Waivers: Any consent or approval of BPW or LADWP required under this MOU shall not be unreasonably withheld. Any approval required under this MOU shall be in writing and executed by an authorized representative of the Party granting approval.

Any waiver by BPW or LADWP of any obligation in this MOU must be in writing. No waiver will be implied from any delay or failure by BPW or LADWP to take action on any breach or default of the other or to pursue any remedy allowed under this MOU or any applicable law. Any extension of time granted to BPW or LADWP to perform any obligation under this MOU shall not operate as a waiver

or release from any of its obligations under this MOU. Consent by BPW or LADWP to any act or omission by the other shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for BPW's or LADWP's written consent to future waivers.

Section 602: Conflicts of Interest: The parties shall comply with all relevant State and Federal rules and regulations with respect to conflicts of interest.

Each party to this MOU warrants that it has not paid or given or will not pay or give to any third person any money or other consideration for obtaining this MOU.

Section 603: Defaults and Termination: In the event that any party is in default of their obligations pursuant to this MOU, the performing party may send notice to the party in default describing the default and the actions required to cure.

If the defaulting party fails to cure the default within 30 days after notice, or fails within 30 days after notice to commence action necessary to cure the default, if longer than 30 days is reasonably required to cure the default, then the performing party may terminate this MOU by providing written notice to all parties.

Section 604: Representative of the Parties and Service of Notices: The representatives of the LADWP and the BPW who are authorized to administer this MOU and to whom formal notices, demands and communication shall be given are as follows:

- A. The representatives of the BPW shall be, unless otherwise stated in this MOU:

Kevin James, President  
Board of Public Works of the City of Los Angeles  
200 North Spring Street, Suite 361-P Los Angeles, CA 90012  
Telephone: (213) 978-0248

- B. The representative of the LADWP shall be, unless otherwise stated in this MOU:

David Jacot, Director of Efficiency Solutions  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1057 Los Angeles, CA 90012  
Telephone: (213) 367-0936

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal

delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

- D. If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

Section 605: Entire MOU and Number of Pages

This MOU contains the full and complete MOU between the BPW and LADWP. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this MOU.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the BPW and LADWP have caused this Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By: [Signature]  
DAVID H. WRIGHT  
General Manager

Date: 1/31/17

And: [Signature]  
BARBARA E. MOSCHOS  
Secretary

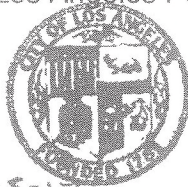
And: [Signature]  
KEVIN JAMES  
President, Board of Public Works  
Los Angeles Public Works Department

Date: 1-11-17

Attest: [Signature]  
FERNANDO CAMPOS  
Board Secretariat  
Los Angeles Public Works Department

Attest: Holly Wolcott, City Clerk

By: [Signature]  
Deputy



C-128793

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FUJITA, CITY ATTORNEY

JAN 19 2017

[Signature]  
DARK P. BRIDERSMA  
DEPUTY CITY ATTORNEY

AUTHORIZED BY RES. \_\_\_\_\_

JAN 17 2017

017145

Transmittal No. 2

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 08/04/19

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): PUBLIC WORKS - OFFICE OF COMMUNITY BEAUTIFICATION

CONTACT PERSON: CAIRO HUNTER PHONE: 213-978-0275

CONTRACT NO.: C-133726 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: N/A
APPROVED BY BPW: 08/05/19
DATE

NEW CONTRACT X
AMENDED AND RESTATED
ADDENDUM NO.
SUPPLEMENTAL NO.
CHANGE ORDER NO.
AMENDMENT

CONTRACTOR NAME: DEPARTMENT OF WATER AND POWER

TERM OF CONTRACT: JULY 1, 2019 THROUGH: JUNE 30, 2021

TOTAL AMOUNT: \$5,400,00.00

PURPOSE OF CONTRACT:
CONTINUED OPERATION OF THE TREE PLANNING PROGRAM FOR ENERGY EFFICIENCY FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2021.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE BOARD OF PUBLIC WORKS  
OF THE CITY OF LOS ANGELES, CALIFORNIA

AND

THE LOS ANGELES DEPARTMENT OF WATER AND POWER

TO ACHIEVE ENERGY SAVINGS  
FROM THE MUNICIPAL TREE PLANTING EFFORTS OF THE  
CITY PLANTS INITIATIVE

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between The City of Los Angeles, acting by and through the Board of Public Works (BPW) and the Los Angeles Department of Water and Power (LADWP), a Department organized and existing under the Charter of the City of Los Angeles. Hereinafter BPW and LADWP shall be referred to individually as "Party," and collectively as "Parties."

#### Article I. RECITALS

WHEREAS, in 2010-2011, LADWP and BPW combined their separate tree planting efforts into this single citywide program to promote, facilitate and conduct tree planting for the purposes of providing shade to buildings and communities to save energy, increasing the tree canopy, improving air quality and allowing residents and businesses to enjoy the various other benefits that trees bring to their properties;

WHEREAS, the LADWP previously provided funding for such tree planting activities in the amount of \$4,450,000 in fiscal years 2010-12, \$2,250,000 in fiscal year 2013-14, \$4,450,000 in calendar years 2015-16, and \$4,850,000 in fiscal years 2017-19; and

WHEREAS, the LADWP recognizes the value of tree planting programs in cooling existing buildings, decreasing the amount of energy needed for interior cooling, reducing greenhouse gases associated with electricity production, and reducing the urban heat island effect; and

WHEREAS, the LADWP wishes to provide additional funding to the BPW for specified tree planting, outreach, monitoring and related activities to help advance the tools needed to document the energy savings and greenhouse gas reductions resulting from tree planting; and

WHEREAS, the Parties wish to use this Agreement to continue the implementation, administration and funding of a citywide tree planting program with the goal of shading existing residential and commercial structures and to continue to quantify the energy savings and greenhouse gas emission reductions from these tree planting efforts. The Agreement also supports the expansion of the urban forest, which will provide general community-level cooling, and move Los Angeles closer to the distinction of being the

NOW, THEREFORE, the BPW and the LADWP agree to enter into and abide by the terms and conditions of this MOU.

## Article II. PARTIES TO THE AGREEMENT

The parties to this MOU are:

- A. The Department of Water and Power, having its principal office at 111 North Hope Street, Room 1057, Los Angeles, CA 90012.
- B. The Bureau of Public Works, having its principal office at 200 North Spring Street, Room 361-P, Los Angeles, CA 90012.

## Article III. TERM OF AGREEMENT AND RESPONSIBILITIES OF PARTIES

Section 301: Term. The Term of this MOU shall commence on the date of full execution and shall end twenty-four (24) months following that date.

Section 302: Responsibilities. The Parties' responsibilities for the design, development, implementation, and funding of the program are outlined in the sections below.

Section 303: City Plants Tree Planting Program. The BPW will continue to implement and administer the City Plants tree planting program, for which it will have sole responsibility, with LADWP oversight. BPW will also seek to meet the objectives cited in Attachment 1, Scope of Work, through the processes identified.

*a. Coordination:* To maintain coordination with LADWP, BPW shall conduct a biweekly status call, describing the work accomplished to date, the work anticipated for the following month, and any other issues requiring discussion. A status memo may further be requested by LADWP and submitted via e-mail. The Parties may communicate more frequently as needed.

*b. Funding:* LADWP shall provide funding in four installments over 24 months, in a total cumulative amount not to exceed \$5,400,000. Program funds shall be disbursed for each funding period as described below; amounts may vary up to \$100,000 per payment based on receipt of an invoice and proper justification:

- Funding Period No.1 -\$1,300,000 (Payable following full execution of MOU and satisfactory completion of prior MOU Scope of Work),
- Funding Period No. 2 -\$1,300,000 (January 2020 and/or upon satisfactory completion of 25% of work representing 10,700 trees, whichever is sooner),
- Funding Period No.3 -\$1,300,000 (July 2020 and/or upon satisfactory completion of 50% of work representing 21,400 trees, whichever is sooner),

- Funding Period No.4 -\$1,500,000 (January 2021 and/or upon satisfactory completion of 75% of work representing 32,100 trees),
- Timing: Funding is expected to commence in first quarter fiscal year 2019-2020.

#### Article IV. FUNDING

Section 401: Fund transfers. All funding transfers from LADWP to BPW shall occur via interdepartmental transfer, upon written approval from the LADWP General Manager, and subject to the Terms and Conditions set forth in this MOU.

Section 402: Fund Amounts. Funding amounts may vary slightly from the amounts stated in this MOU. Funding for *Funding Periods No. 3 and 4* is subject to FY 2020-2021 budget approval.

Section 403: Use of Funds: The BPW shall only expend funds in conformity with this MOU, the strategies and programs developed as a result of this MOU, and as allowed under applicable City of Los Angeles, State of California and Federal laws. The Parties shall maintain records as required in conformance with applicable federal, State, and local regulations.

#### Article V. ACCESS TO RECORDS AND AUDITS

Section 501: BPW shall provide LADWP with full and free access to all books, papers, documents and records that are pertinent to their performance under this MOU, including the right to audit, and to make excerpts from transactions and reports in compliance with laws, regulations and administrative requirements. If BPW utilizes contractors to perform any of the work under this MOU, the contracts with those contractors must state that they are subject to audit, as are any subcontractors they may use. Any expenditure deemed to be improper by LADWP or any officially-sanctioned auditing body shall be refunded by BPW to LADWP within 60 days of the date of such determination.

#### Article VI. GENERAL TERMS AND CONDITIONS

Section 601: Consents and Approvals/Waivers: Any consent or approval of BPW or LADWP required under this MOU shall not be unreasonably withheld. Any approval required under this MOU shall be in writing and executed by an authorized representative of the Party granting approval.

Any waiver by BPW or LADWP of any obligation in this MOU must be in writing. No waiver will be implied from any delay or failure by BPW or LADWP to take action on any breach or default of the other or to pursue any remedy allowed

under this MOU or any applicable law. Any extension of time granted to BPW or LADWP to perform any obligation under this MOU shall not operate as a waiver or release from any of its obligations under this MOU. Consent by BPW or LADWP to any act or omission by the other shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for BPW's or LADWP's written consent to future waivers.

Section 602: Conflicts of Interest: The parties shall comply with all relevant State and Federal rules and regulations with respect to conflicts of interest.

Each party to this MOU warrants that it has not paid or given or will not pay or give to any third person any money or other consideration for obtaining this MOU.

Section 603: Defaults and Termination: In the event that any party is in default of their obligations pursuant to this MOU, the performing party may send notice to the party in default describing the default and the actions required to cure.

If the defaulting party fails to cure the default within 30 days after notice, or fails within 30 days after notice to commence action necessary to cure the default, if longer than 30 days is reasonably required to cure the default, then the performing party may terminate this MOU by providing written notice to all parties.

Section 604: Representative of the Parties and Service of Notices: The representatives of the LADWP and the BPW who are authorized to administer this MOU and to whom formal notices, demands and communication shall be given are as follows:

- A. The representatives of the BPW shall be, unless otherwise stated in this MOU:

Kevin James, President  
Board of Public Works of the City of Los Angeles  
200 North Spring Street, Suite 361-P Los Angeles, CA 90012  
Telephone: (213) 978-0248

- B. The representative of the LADWP shall be, unless otherwise stated in this MOU:

David Jacot, Director of Efficiency Solutions  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1057 Los Angeles, CA 90012  
Telephone: (213) 367-0936

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal

delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

- D. If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

Section 605: Entire MOU and Number of Pages

This MOU contains the full and complete MOU between the BPW and LADWP. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this MOU. This MOU includes seven (7) pages plus Exhibit A.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the BPW and LADWP have caused this Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

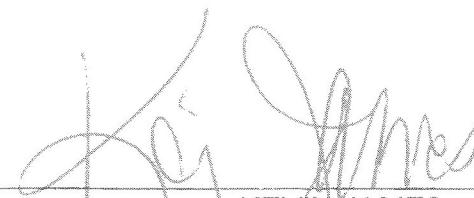
By:   
MARTIN L. ADAMS  
Interim General Manager and Chief Engineer

Date: 8/9/19

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

AUG 02 2019

BY   
DIRK BROERSMA  
DEPUTY CITY ATTORNEY

And:   
KEVIN JAMES  
President, Board of Public Works  
Los Angeles Public Works Department

Date: 8-13-2019

Attest: Holly Wolcott, City Clerk

By: Carolin Peters  
Deputy

8-14-19

C-133726



HOLLY L. WOLCOTT  
CITY CLERK

City of Los Angeles  
CALIFORNIA

OFFICE OF THE  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER



Council and Public Services Division

200 N. SPRING STREET, ROOM 395  
LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213) 978-1040

ERIC GARCETTI  
MAYOR

PATRICE Y. LATTIMORE  
DIVISION MANAGER

CLERK.LACITY.ORG

When making inquiries relative to  
this matter, please refer to the  
Council File No.: 16-0461-S1

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

December 12, 2019

**Council File No.:** 16-0461-S1

**Council Meeting Date:** December 11, 2019

**Agenda Item No.:** 43

**Agenda Description:** PUBLIC WORKS AND GANG REDUCTION COMMITTEE REPORT relative to the Tree Guarantee Fee Planting Plan in regards to the Tree Replacement Guarantee Ordinance.

**Council Action:** PUBLIC WORKS AND GANG REDUCTION AND BUDGET AND FINANCE COMMITTEE REPORTS - ADOPTED FORTHWITH

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	MARQUEECE HARRIS-DAWSON
	ABSENT	JOSE HUIZAR
	ABSENT	PAUL KORETZ
	YES	PAUL KREKORIAN
	ABSENT	JOHN LEE
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	ABSENT	CURREN D. PRICE
	YES	MONICA RODRIGUEZ
	YES	DAVID RYU
	YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s)

<b>Title</b>	<b>Date</b>
Report from Budget and Finance Committee	12/09/2019
Report from Public Works and Gang Reduction Committee	12/04/2019

BOARD OF PUBLIC WORKS  
MEMBERS

KEVIN JAMES  
PRESIDENT

AURA GARCIA  
VICE PRESIDENT

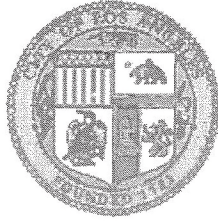
DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA M. CALOZA  
COMMISSIONER

M. TERESA VILLEGAS  
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

November 26, 2019

Council File No.: 16-0461-S1

The Honorable City Council of the City of Los Angeles

The Honorable Councilmember Blumenfield, Chair,  
and members of the Public Works and Gang Reduction Committee

The Honorable Councilmember Krekorian, Chair,  
and members of the Budget and Finance Committee

Room 395, City Hall 200 North Spring Street  
Los Angeles, California 90012  
Attn: Los Angeles City Clerk

Subject: Proposed Tree Guarantee Fee Planting Plan Relative to Tree Replacement  
Guarantee Ordinance No. 185573

Honorable Members:

Transmitted herewith, the Board of Public Works in collaboration with the Bureaus of Street Services and Sanitation, is pleased to submit the proposed Tree Guarantee Fee Planting Plan for future tree planting efforts, including primary and alternate planting locations, to ensure the right tree is planted in the right place at the right time relative to the Tree Replacement Guarantee In-Lieu Ordinance No. 185573 adopted by the Los Angeles City Council via Council File No. 16-0461. Ordinance No. 185573 codified in the Los Angeles Municipal Code (LAMC) Section 62.177 went into effect on July 5, 2018, which provides an option for private development and residential projects to satisfy the City's tree replacement policy or zoning code requirements. The Board of Public Works adopted the first Tree Replacement Guarantee non-refundable deposit in October 2018. This report responds to three of five requested items, which is the (1) tree guarantee (replacement) progress update, (2) alternatives to allow for flexibility in tree planting distribution, and (3) proposed Tree Guarantee Fee Planting Plan. The other two items are still in progress – tree replacement ratio and long-term tree monitoring system.

The proposed Tree Guarantee Fee Planting Plan provides an action plan (road map) for the Department of Public Works to commence coordination and tree planting activities across the entire City of Los Angeles based on a methodology that is defensible, justifiable, and equitable in determining best tree planting locations to ensure the right

tree is planted at the right place. The proposed Tree Guarantee Fee Planting Plan is anticipated to provide site planting locations for the next two to three years.

## **RECOMMENDATIONS**

That the Los Angeles City Council (City Council):

1. ADOPT the Proposed Tree Guarantee Fee Planting Plan;
2. AUTHORIZE the Board of Public Works, in collaboration with the Department of City Planning and Bureaus of Street Services and Sanitation, to approve and coordinate all tree related planting efforts in the proposed Tree Guarantee Fee Planting Plan locations in each of the 15 Council Districts using fees (non-refundable deposits) collected, in either (a) group/bulk tree planting of no less than 25 trees per effort or (b) less than 25 individual tree planting(s) at least annually in a Council District with less than the equivalent funds required to plant and pay for 25 trees;
3. INSTRUCT the Board of Public Works to return to City Council, as necessary, to seek future approval to amend the proposed Tree Guarantee Fee Planting Plan when any of each Council District proposed tree planting locations have been satisfied; and
4. AUTHORIZE the Board of Public Works to make technical corrections or clarifications that may be necessary to implement the intent of the proposed Tree Guarantee Fee Planting Plan.

## **TRANSMITTALS**

1. Tree Replacement Guarantee Planting Location Methodology;
2. Tree Replacement Guarantee Fee Map; and
3. Tree Replacement Guarantee Planting Locations by Council District.

## **DISCUSSION**

### ***Background***

On May 22, 2019, the City Council adopted as amended the Board of Public Works' (Board) proposed establishment of a Tree Replacement Guarantee (In-Lieu) Fee (Non-Refundable Deposit) to provide development and residential projects an additional permit option to (a) satisfy the Department of Public Works' Tree Replacement Policy of "2 x 1" or "4X1" ratio (Tree Replacement: Tree Removal) and (b) provide the Department of City Planning with an alternative compliance option for Private Residential Development Projects to meet the City of Los Angeles' Zoning Code requirements (CF No. 16-0461). Rather than having a nursery bound tree, this option allows the Board via LAMC Section 62.169 or Department of City Planning's Director via LAMC Section 12.21 (G)(2)(a)(3) to make a determination that a site cannot feasibly accommodate a required tree. Ordinance No. 185573 went into effect on July 5, 2018, which was adopted by City Council as

amended to require *"City Council approval of Board determinations of the locations for trees planted using the in-lieu fees based on the location of the project triggering the Development Tree Planting Requirement or the tree removal permit triggering the Public Works Tree Planting Requirement, as well as the need for additional trees in an area."* (CF No. 16-0461).

As part of the adopted action, the City Council requested the Board to report on the: (1) progress on tree replacement and planting six months after instituting the in-lieu fee; (2) tree replacement ratio, including not just a 2 to 1 ratio, but possible equivalents in replacement trees accounting for canopy size of the removed mature tree; (3) alternatives to allow for more flexibility in the distribution of the trees throughout the City; (4) creation of a detailed plan to accompany the aforementioned Ordinance for future tree planting, covering planting locations (e.g., streets and parks), quality of trees, and a timeline to ensure the right tree in the right place; and (5) a long-term tree monitoring system.

In brief, Tree Removal Permits are required when removing street trees located in the public right-of-way or removing protected trees. Tree Removal Permits for 1 or 2 trees are issued and approved by the City's Chief Forester pursuant to LAMC Sections 46 and 62 and in adherence to Board policies. The Board is responsible for approving, upon scheduling a public hearing, the removal of three or more street trees, and any Southern California native protected tree. On June 17, 2015, the Board codified and adopted its Street Tree Removal Permit and Tree Replacement Conditions Policies, which among others designates the Bureau of Streets Services' (BSS) Chief Forester as the authorized agent to issue tree removal permits, require a 30 day public notice and hearing for removal of three or more street trees, and establishes tree replacement on a 2 X 1 basis with 24" box size trees and three years of watering.

On a case-by-case basis, the Board may approve adherence to the tree replacement 2:1 ratio by allowing the applicant to deliver an unplanted tree(s) to the Bureau's nursery due to planting space limitations and/or plan design constraints. The adopted Ordinance now provides both the Board and the Department of City Planning a new option to guarantee that a tree(s) is planted by providing the funds required to plant the tree in the ground instead of the tree going unplanted at a nursery. The new Ordinance also allows the Planning Department an option to offer developers to guarantee tree plantings instead of undergoing an alternative compliance measure, which reduces a considerable amount of time and planning by the developer.

Although the goal is to plant every tree and ensure the survival of all replaced trees, many unplanted trees delivered to a City tree yard or local nursery end up "unplanted" for a long period of time and some eventually die for various reasons. Major drivers of why these trees end-up unplanted, not-adopted, or dead include, include the:

- Quality of Tree Stock;
- Age of Tree Stock (some become root bound due to time);
- Type of Tree Species (mis-match due to space);
- Size of Tree (mis-match between 15gal, 24", 36", or 48"); or
- Care for Inventory (staff expertise and resources).

As a result, the Tree Guarantee Replacement Ordinance has provided an option to bolster the City’s commitment to conserve, replace, and protect the City’s urban tree canopy by reducing the number of trees that go unplanted, un-adopted, or die at a City yard or nursery.

***Tree Guarantee Ordinance Update (Progress)***

From June 2015 through June 2018, the Board approved various Tree Removal Permits with a permit condition to deliver an aggregate of 301 unplanted trees to the City’s nursery. However, since the adoption of the Tree Guarantee Ordinance from July 2018 to November 2019, the Board has not approved any nursery bound tree(s) and instead approved 103 trees (from October 24, 2018 through November 25, 2019) under the tree guarantee replacement option for three or more tree removal permits. Therefore, the practice of sending a tree to the nursery, which is likely to go unplanted, appears to be curtailed and the practice of ordering and planting a tree “just in time” or “when ready to plant” is now the new normal in tree planting when a site cannot feasibly accommodate a tree.

In brief, the tree guarantee fee is separated into three major categories for Private Commercial and Residential City Planning Development Projects is \$2,612 per tree while the Residential (Non-Development) Public Works Projects is \$1,945 with a subsidized amount of \$267 per tree for Residential Public Works Projects that are four units or less.

Table 1: Fee by Category Type

	PLANNING TREES CODE 5742-22	PUBLIC WORKS TREES CODE 5742-21	PUBLIC WORKS TREES (SUBSIDIZE) CODE 5742-20
COST ELEMENTS *	(24" Tree)	(15 Gallon)	(15 Gallon)
Procurement/Delivery	\$ 535.00	\$ 225.00	\$ 225.00
Planting Labor	\$ 105.00	\$ 105.00	-
Concrete Cut	\$ 144.00	\$ 144.00	-
Watering* (\$10/visit x 99)	\$ 990.00	\$ 990.00	-
Stakes/Ties/Arbor Guards	\$ 20.00	\$ 20.00	\$ 20.00
Administration (20%)	\$ 425.00	\$ 339.00	\$ 22.00
Accounting (8 hrs/\$30)	\$ 240.00	\$ -	-
Replacement Cost	\$ 153.00	\$ 122.00	-
<b>TOTAL</b>	<b>\$ 2,612.00</b>	<b>\$ 1,945.00</b>	<b>\$ 267.00</b>

\*Note: No Structural Pruning Included (3 Year Establishment Period/Plan)

In terms of non-refundable trees guaranteed fees collected, the following table provides a break down by category type:

Table 2: Fee Collection from October 2018 to November 2019

	Fiscal Year 2018/2019	Fiscal Year 2019/20 To-Date (July 1 – Nov. 25)	Total	Approx. Number of Trees
Public Works Trees – Subsidized @ \$267 (Code 5742-20)	\$ 39,783	\$ 23,496	\$ 63,279	237
Public Works Trees @ \$1,945 (Code 5742-21)	\$ 144,597	\$ 147,819	\$ 292,416	150
Planning Dept. Trees @\$2,612 (Code 5742-22)	\$ 125,376	\$ 70,524	\$ 195,900	75
<b>Total</b>	<b>\$ 309,756</b>	<b>\$ 241,839</b>	<b>\$ 551,595</b>	<b>462</b>

**Note:** Some Revenue and Number of Trees listed in Planning Dept. Row (Code 5742-22) were coded and captured in this Revenue Source Code from illegal tree removals investigated by BSS and will be recoded at future date yet planted as a Public Works tree (Code 5742-21). In addition, some deposits will be reclassified to reflect the correct Revenue Source Code due to data entry error or learning curve at launch of program.

It is important to note that deposits in the Public Works Trust Fund will be reconciled annually and expenses related Tree Replacement Guarantee Ordinance will be on an interim basis, but no less than once per fiscal year, reimbursed to the City's General Fund for associated accounting service or tree planting coordination service expenses incurred from the Public Works Trust Fund No. 834 either as salary and/or contractual services reimbursement (revenue).

## Proposed Alternatives and Tree Planting Plan

### *Tree Planting Location Methodology*

Tree Guarantee (replacement) and planting locations for Planning Department development projects are determined by the Director's Decision and planting sites are determined and aligned with either a community plan or specific area plans. For Department of Public Works Tree Guarantee (replacement) and planting locations, this report proposes to create a defensible, justifiable, and equitable process to determine tree planting locations.

The following methodology and five criterion was used (see Transmittal 1 for full details):

### **1. DISADVANTAGED AND LOW-INCOME COMMUNITIES**

In accordance to the State of California, Assembly Bill (AB) 1550 (Gomez, 2016), state law requires communities to reduce Greenhouse Gas Emissions and create an investment plan that protects and reduces the burden from low canopy tree areas in both disadvantage and low-income communities (referred hereinafter as “DAC” or “LIC”). The proposed planting plan takes into consideration climate impacts from pollution and low canopy, economics, and social factors in alignment with AB1550.

In addition, State laws were considered under AB 32 and AB 1550, including SB 535. More specifically, AB 32, the California Global Warming Solutions Act (2006), authorized cap and trade, the proceeds of which are deposited into the state's Greenhouse Gas Reduction Fund (GGRF). SB 535 (2012) required CalEPA to define and identify disadvantaged communities for investment opportunities with GGRF funds. Further, SB 535 mandated that 25% of GGRF funds must be expended in disadvantaged communities as these populations are considered to be the most vulnerable to the impacts of climate change. CalEPA defined disadvantaged communities as the top 25% of CalEnviroScreen scores. Under AB 1550, the definition of priority populations eligible to receive GGRF funds was expanded to include low-income communities (as defined by median household income). Per AB 1550, an additional 10% of proceeds must go towards projects that mitigate climate change in low-income communities.

### **2. LOW CANOPY AREAS**

Working in communities (areas) to eliminate low canopy areas and expand the city's tree canopy is focal in the proposed planting plan. The City could use the TreePeople canopy study data, and in the future our own tree inventory data, to perform more powerful analysis. However, the proposed plan will work in DAC, LIC, and Severely Disadvantage areas that would benefit from having more trees and shade coverage to reduce the heat island effect and by doing so, this plan is considered to be more inclusive.

### **3. SITE SUITABILITY**

Planting the right tree at the right time and the right location will be critical. The Department of Public Works considered factors, such as high-use or high traffic corridors, anchoring corridors, contiguous tree planting close gap connection, extension of corridors, open public space, existing parkways at four (4) feet+ widths, and infrastructure that would allow enough space for the right trees to grow and provide the right canopy size.

#### **4. EFFICIENCY**

Leveraging economies of scale is important to the gospel of efficiency and effectiveness. Therefore, the proposed planting plan takes into consideration watering and maintenance routes that provide efficient route planning, work deployment schedules, bulk or group planting (i.e., more than 25 trees per tree planting effort), proximity to existing maintenance tree crew routes, and most important greatest community impact.

#### **5. COLLABORATION**

There is a growing need for government agencies to collaborate, increase civic engagement, and integrate efforts to improve public service delivery. Collaborating with the impacted Council District Offices to determine the right planting site is another critical criteria. The proposed planting plan seeks to plant trees in primary and alternate planting sites determined by the Department of Public Works, which is aligned with AB1550 and other criterion discussed in this report. In addition to working with Council District Offices, collaboration and partnership will also include working with the Department of Planning, Bureaus of Sanitation and Street Services, Board of Public Works, City Forest Officer. Civic engagement will be incorporated by seeking location input for future planting from LA's non-profit planting partners, Community Forest Advisory Committee, and other tree advocacy groups.

Lastly, not listed as a criterion, yet a desired strategic approach, CAL FIRE urban forestry grant programs require applicants to design projects that benefit disadvantaged and low-income communities. As such, plantings done using Guaranteed Tree Fees will complement the ongoing efforts of LASAN's urban forestry grant programs.

#### **Criterion Applicability and Planting Sites At-A-Glance**

Certain populations in Los Angeles are particularly vulnerable to the impacts of climate change. DAC (as defined by CalEPA pursuant to SB 535) and LIC communities (as designated by AB 1550) are disproportionately affected by multiple types of pollution. As such, targeting investments that will help mitigate the impacts of climate change in these communities will improve public health, reduce pollution (i.e., vehicular emissions), and improve overall quality of life. In addition, planting in these communities will help mitigate the impacts of climate change by reducing the pollution, increasing shade, reducing the reliance on and cost of air-conditioning, and improving resilience to climate change.

Transmittal 2 maps all potential Guaranteed Tree Fee Planting Locations using Google My App. Proposed corridors to be planted are shown in black, while existing projects/trees that are being maintained by Street Services are shown in green.

## Proposed Primary and Secondary Planting Sites

The proposed Guaranteed Tree Fee Planting Plan was developed using the aforementioned five criteria. The proposed Planting Plan is considered to be defensible, justifiable, and equitable plan that used a development process and methodology informed by state law, strategic vision, and other factors, such as income, economics, climate change impact, collaboration, operating efficiencies and tree planting and maintenance crew effectiveness, to determine tree planting locations.

Attachment 3 provides a list of all proposed primary and secondary (alternative) sites to mobilize the tree planting efforts for Public Works trees resultant from the Tree Guarantee Fee. Again, Planning Department tree replacement (guarantee) planting will be in accordance to the Director's Decision aligned to community or specific area plans.

The proposed Guaranteed Tree Fee Planting Plan provides required fields:

- Primary Planting Site Anchoring Corridor
- Primary Planting Site Corridor Start
- Primary Planting Site Corridor End
- Tree Capacity Per Primary Site
- Determination of Disadvantage Community
- Location Justification
- Secondary or Alternate Planting Sites (trees to be planted when primary site is at capacity or at the request of Council Office).
- Near Existing Watering and Maintenance Route

The proposed Guaranteed Tree Fee Planting Plan is anticipated to provide planting sites, upon City Council approval, for a period of 18 months to 24 months. However, at times dependent on number of trees planted, any particular Council District may reach capacity prior to the two year anticipated schedule; thus, will require the Board of Public Works to seek approval to amend the Guaranteed Tree Fee Planting Plan. In addition, the proposed plan is considered organic and the initial step towards planting and replacing tree from fees collected through the Guaranteed Tree Fee ordinance. Therefore, the Planting Plan will need to be revisited, revised, and reapproved every couple to few years, contingent on the amount of fees collected, number of tree replacement guaranteed, and type of tree replacement fee collected.

## Metrics

In terms of metrics, the proposed planting plan will aim to:

1. Reduce the Number of Trees delivered to a City tree yard that become Unplanted and Dead Trees to zero percent (0%); and
2. Increase the Tree Plant "In-the-Ground" Rate to 100%.

## **FISCAL IMPACT**

The proposed Tree Guarantee Fee Planting Plan is an administrative matter to allow the planting of tree replacements using the Tree Guarantee Fees collected. Tree planting from Public Works Non-Subsidized and Planning Department Development project will have no impact to the General Fund. However, the planting of subsidized Public Works guaranteed trees will have a General Fund impact of approximately \$397,686 (or 237 trees X \$1,945 per tree minus \$63,279). These cost are currently absorbed by the Bureau of Street Services similar to that of tree replacements (planting) from nursery bound trees.

Respectfully Submitted,



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DR. FERNANDO CAMPOS  
Executive Officer, Board of Public Works

Questions regarding this report may be referred to:  
Fernando Campos, Executive Officer (Funding and Implementation)  
(213) 978-0250  
Fernando.Campos@lacity.org

S:BPW/Admin2/Initiatives/Policy Tree Guarantee/Planting Plan

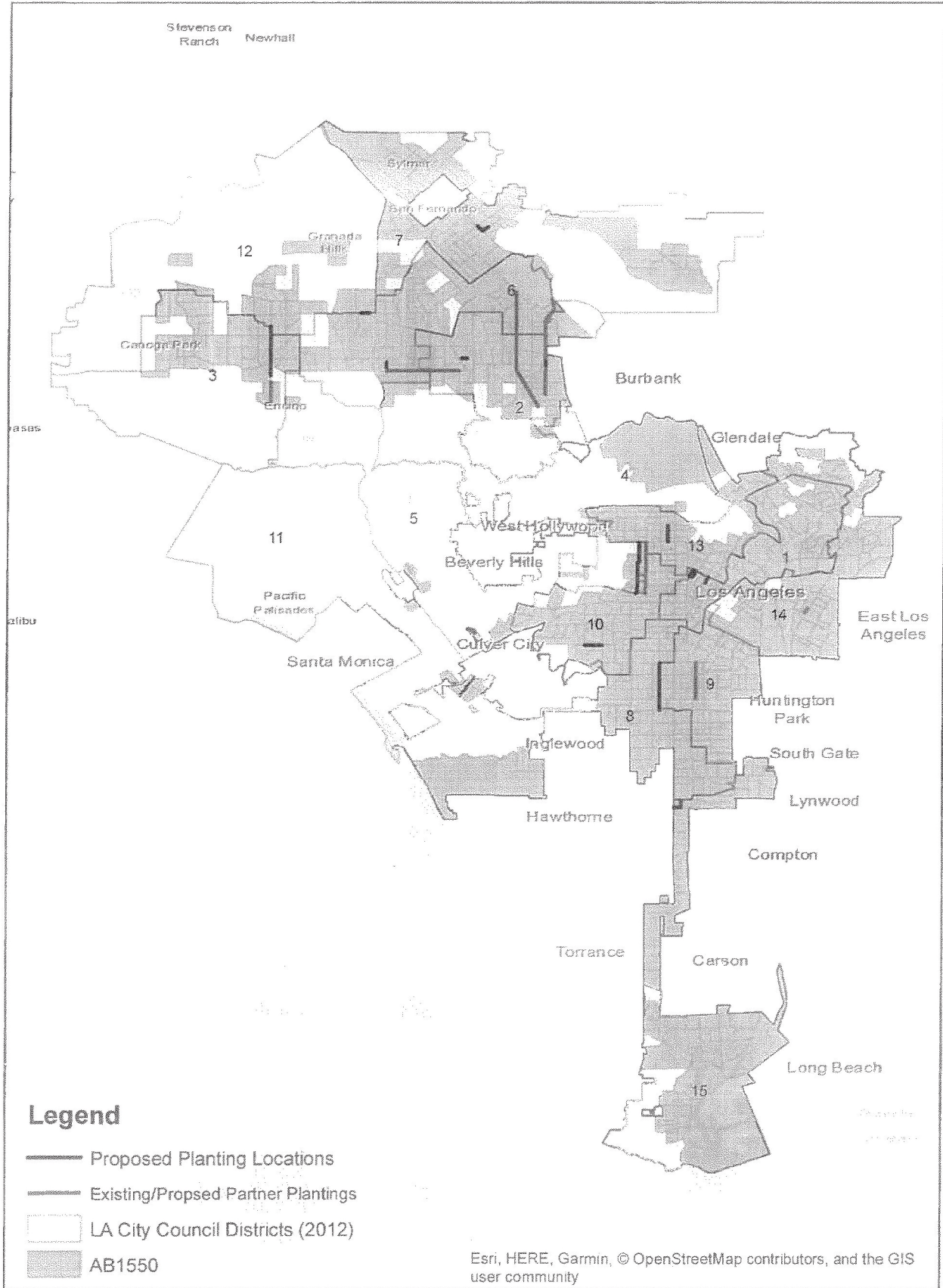
**CITY OF LOS ANGELES  
GUARANTEED TREE FEE  
PROPOSED PLANTING LOCATION METHODOLOGY**

Goal: Create a defensible, justifiable methodology to determine tree planting locations for the Public Works Guaranteed Tree Fee.

**METHODOLOGY:**

- **DISADVANTAGED AND LOW-INCOME COMMUNITIES**
  - State of CA Definitions:
    - AB 1550 (Gomez, 2016): Greenhouse gases: investment plan: disadvantaged communities
      - Informed by CalEnviroScreen 3.0 (CalEPA)
      - DACs: communities disproportionately burdened by multiple sources of pollution and population characteristics that make them sensitive to pollution
      - LICs: =< 80% Statewide Median Household Income
  - Plantings should be located in or benefit disadvantaged and low-income communities
- **LOW CANOPY AREAS**
  - Target low-canopy neighborhoods and corridors
- **SITE SUITABILITY**
  - High-use corridors (vehicular traffic, pedestrian traffic, transit, multi-family housing, schools, etc.)
  - 4'+ wide parkways
  - Infrastructure allows enough space for trees
- **EFFICIENCY**
  - CORRIDORS/GRIDS
  - Efficient route planning
  - Efficient use of staff time
  - Greater community impact
- **COLLABORATION WITH COUNCIL DISTRICTS**
  - Growing the footprint of existing planting projects
  - Seeking location input from LA's non-profit planting partners
  - Coordination with the Bureau of Sanitation's current/planned plantings, Bureau of Street Services Urban Forestry Division – Chief Forester, Board of Public Works City Forest Officer, and the Planning Department's master and community plans for development projects.

# Guaranteed Tree Planting Plan



TREE GUARANTEE FREE PLANTING PLAN

Council District	Anchoring Corridor (Primary Planting Site)	Primary Site Corridor Start	Primary Site Corridor Terminus	Tree Capacity (Field Assessment)	DAC (Y/N)?	Justification	Alternate Planting Sites: Other Notes/Options	Near LASAN Trees being watered by UFD?
1	Westlake Avenue/Lafayette Park Pl/Rampart	3rd Street (northeast)	6th Street (southwest)	56	Y	Rampart village is one of the densest, most disadvantaged parts of Los Angeles and is subject to high pollution burdens. The selected streets have nice open parkways with some trees. Infill on the selected streets would provide shade for pedestrians and residents in the area.	Priority Areas: (1) 6th Street Between Alvarado and Loma; (2) Alvarado between 3rd and Olympic; and (3) Vermon between Olympic and Washington.	Yes, near Western
2	Vanowen	Atoli (west)	Morse (east)	51	Y	This stretch of Vanowen runs past a large multi-family housing complex & church. Near LASAN's recent planting.	An alternative would be to fill in Vineland parkway sites (45 locations marked by Amy and Alex). Near UFD sites at the Victory Vineland Recreation Center.	Yes
3	Reseda	Erwin (south)	Armintha Street (north)	65	Y	Planting along Reseda Blvd has been requested by CD3 office. The stretch identified here runs through a long string of DACs and is adjacent to LASAN's planned planting work on Reseda. Therefore, this collaborative greening effort will provide a beautiful, continuous stretch of trees along a major transit and pedestrian corridor.	Erwin to Victory is a great stretch to start. Portions of Reseda have parkway, others do not, but the existing parkway is bare.	Yes
4	Wilton	Melrose (north)	Olympic (south)	74	Y	Wilton is in one of the only major streets with open parkway in CD4 that qualifies as a DAC under AB1550. This street is a significant artery in the Koreatown area with high vehicular traffic. Parkway size varies in width. Some areas have trees, others have none. A few stretches are concrete (i.e., no parkway).	**The stretch of Wilton from 6th Street to 7th Street shares a boundary with CD10. If trees are planted along this stretch on the east side, they will be for CD10. Many of the eligible large boulevards do not have parkway! Koreatown- Beverly, and 3rd Street. Highland would be great, but needs cuts. Rosewood and Elmwood are in desperate need of canopy, but are smaller streets with dense apartment buildings.	Yes (Western)
5	National Blvd	Rose (south)	Overland (northwest)	62	Y	National Boulevard is one of the only major corridors that falls within a DAC in CD5. National is a broad corridor that is totally barren. It has open parkways that are suitable for a large planting.	N/A	No
6	Sepulveda Blvd (submedian)	Lemay (north)	Haynes (south)	32	Y	This stretch of Sepulveda is extremely wide, with eight lanes of traffic, a center median, a sub median, and ample space for parking. Not only is it very broad, but it has very limited canopy. The open, barren submedian along the west side of Sepulveda Blvd would be a great way to add shade and beauty to this high-traffic corridor.	Kester Ave from Kittridge St to Lemay Street - near school, strip of barren parkway, high pedestrian use.	Yes, near Arbor Day 2019 trees and Victory (TREEmendous)
7	Glenoaks	Pierce (southeast)	Van Nuys (northwest)	34	Y	There is a large affordable housing parcel at Glenoaks and Pierce. This location would benefit greatly from newly planted street trees. Plus, it is near LASAN's recent planting on Van Nuys, so it will be efficient to add to watering routes and will continue greening and investing in this deserving neighborhood.	Van Nuys yet Stop at San Fernando Road and Laurel Canyon Blvd.	Yes

TREE GUARANTEE FREE PLANTING PLAN

Council District	Anchoring Corridor (Primary Planting Site)	Primary Site: Corridor Start	Primary Site: Corridor Terminus	Tree Capacity (Field Assessment)	DAC (Y/N)?	Justification	Alternate Planting Sites: Other Notes/Options	Near LASAN Trees being watered by UPD?
8	Normandie	MLK (north)	Gage (south)	50+	Y	While much of CD8 is eligible per the defined methodology, many streets in South LA do not have sufficient parkway space to support a planting. Not only does Normandie have appropriate parkways, but it is a very low-canopy street that would benefit greatly from new street trees. Normandie runs through census tracts that have very high CalEnviroScreen scores (typically 86-90% or 91-95%) and has lots of dense, multi-family housing. This planting would be in conjunction with CD 9.	Start by targeting Normandie from Slauson (southern end) to Vernon (northern end).	Somewhat, near Broadway which will be planted for SHADE LA
9	Normandie	MLK (north)	Gage (south)	50+	Y	While much of CD9 is eligible per the defined methodology, many streets in South LA do not have sufficient parkway space to support a planting. Not only does Normandie have appropriate parkways, but it is a very low-canopy street that would benefit greatly from new street trees. Normandie runs through census tracts that have very high CalEnviroScreen scores (typically 86-90% or 91-95%) and has lots of dense, multi-family housing. This planting would be in conjunction with CD 8.	Start by targeting Normandie from Slauson (southern end) to Vernon (northern end).	Somewhat, near Broadway which will be planted for SHADE LA
10	Obama Blvd	Chesapeake (west)	Crenshaw (east)	61	Y	Obama Blvd. is a Los Angeles thoroughfare with very high CalEnviroScreen scores (86-90%). The high scores are due in part to high traffic, elevated levels of particulate matter (PM 2.5), and high poverty rates. Planting trees along this corridor will ease the pollution load from heavy vehicular traffic.	*formerly Rodeo While much of CD 10 is considered low-canopy, there are not many corridor options in DACs that have existing, plantable parkway.	No
11	Culver Blvd	Centinela (south)	Sawtelle (north)	95	Y	Culver has wide parkways and a nice median with walking/bike path. Street has high vehicular and pedestrian traffic plus is located near a school and apartment complexes. Very close to the 405 freeway which brings vehicular emissions.	Back-up option: LAX (Olympics); La Cienega has open parkway, but it is mostly in front of park space/lawn. Freeway adjacent and very public for Olympics! Inglewood Blvd from Venice to Washington Pl- lots of open parkway, but decent shade from private property trees)	No
12	Roscoe Blvd	Gaynor (west)	Haskell (east)	65	Y	DAC, near 405 freeway, near industrial development, near Van Nuys airport. Open parkway along north side of street.		No
13	Edgemont	Lexington (north)	Melrose (south)	103	Y	This corridor is located near US-101, which brings heavy vehicular pollution to the area. In addition, this corridor is near Los Angeles Community College (LACC), an important local academic institution, which serves the local community. Providing shady corridors near this institution will improve commutes to and from campus for thousands of students, teachers, and staff members.	N Heliotrope (could be done in conjunction with Edgemont- one street east); Virgil (north of US 101); Temple (Reno to Parkman); Union	Yes, near Western

TREE GUARANTEE FREE PLANTING PLAN

Council District	Anchoring Corridor (Primary Planting Site)	Primary Site Corridor Start	Primary Site Corridor Terminus	Tree Capacity (Field Assessment)	DAC (Y/N)?	Justification	Alternate Planting Sites: Other Notes/Outlets	Near LASAN Trees being watered by UFD?
14	Soto Street	4th St (south)	1st St (north)	52	Y	This area has a high concentration of DACs and is surrounded by some of LA's busiest freeways. While most of Boyle Heights is a very low canopy, many of the existing parkways in Boyle Heights are too narrow to plant, making greening the area difficult. The parkways along Soto are still on the narrow side, but should be wide enough to accommodate small trees.	Residential Zone: Breed Street (parallel to Soto, more residential) between 1st Street and 4th Street	Yes (Breed Street Elementary School- to be planted in 2019)
15	Hoover (SR-120th)	SR-105 (north)	120th St (south); additional sites available on 120th from Hoover west to Vermont	120	Y	This area of CD15 has very high CalEnviroScreen scores, lots of dense, multi-family housing, and has very low canopy. The Hoover Corridor is a major transit corridor that runs adjacent to the SR-105. Hoover and 120th have large, open parkways, ideal for planting medium and large trees. This area gets little attention and would benefit from investment.	**UFD CAL FIRE grant (use previously identified locations from grant application)	No

METHODOLOGY:

Proposed planting locations are all in census tracts considered Disadvantaged Communities (DACs) or Low-income Communities (LICs) according to CA AB1550 and are areas that would benefit from increased canopy. In certain CDs (e.g., 11 and 5), there were very few DAC and LIC tracts, so there were limited options available. However, in other CDs that are largely eligible under this methodology, care was taken to locate planting work in areas that are low-canopy, highly visible, and heavily trafficked ideally by both vehicles and pedestrians). In addition, consideration was given to location that were either a) adjacent to a recent or planned planting effort by LASAN, UFD, or City Plants or b) were recommended by LASAN, City Plants, and/or UFD due to their unique location attributes, open parkways, and low-canopy, and, in some cases, community input.

\*\*Please note that all recommended locations are for parkway trees. A different set of suggestions would be developed if the goal was to identify barren corridors that would require new tree wells to be created.

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January 15, 2021

Los Angeles Department of Water and Power  
Attn: David Jacot, Director of Efficiency Solutions  
111 N. Hope Street #1057  
Los Angeles, CA 90012

**INVOICE# 2021-004-A  
TREE PLANTING SERVICES FOR ENERGY EFFICIENCY  
CITY PLANTS – 2019 – 2021 MOU # C-128793**

Dear Mr. Jacot,

As the 2019 - 2021 MOU between LADWP and Los Angeles Board of Public Works has been fully executed, the Board of Public Works requests the first portion of the fourth installment of funding in the amount of \$200,000.00 dollars be transferred to the account referenced below in order to implement the Equity and Urban Heat Island Engagement program in the Scope of Work.

Amount: \$200,000 for Tree Planting Services  
Purpose: City Plants Services Rendered  
Fund No: 834  
Dept. No: 50  
Acct. No: OOFC  
Revenue No: 429601  
Vendor No: 5815053  
LADWP Vendor Code: 144

We look forward to continuing our work throughout the next year. Please contact Dr. Fernando Campos at (213) 978-0250 or via email at [Fernando.campos@lacity.org](mailto:Fernando.campos@lacity.org) with any questions.

Sincerely,  
  
DR. FERNANDO CAMPOS  
Executive Officer,  
Board of Public Works