

**BOARD OF PUBLIC WORKS  
MEMBERS**

**STEVE S. KANG**  
PRESIDENT

**JENNY CHAVEZ**  
VICE PRESIDENT

**JOHN GRANT**  
PRESIDENT PRO TEMPORE

**FAITH I. MITCHELL**  
COMMISSIONER

**VACANT**  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**ELYSE MATSON**  
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>

July 8, 2025

The Honorable City  
Council  
Room No. 395  
City Hall

**BPW-2025-0406**

## CONTRACT AMENDMENT – CITY PLANTS

As recommended in the accompanying report from the Director of the Office of Forest Management, which this Board has adopted, the Board of Public Works (Board) recommends that the City Council:

1. AUTHORIZE the Executive Officer to execute an amendment with Community Partners for City Plants to extend the term of the contract to provide tree planting coordination through December 31, 2025; and
2. AUTHORIZE the President or two members of the Board to execute the contract amendment after approval as-to-form has been obtained by the City Attorney.

(C-145337)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

**ELYSE MATSON,**  
Executive Officer, Board of Public Works

EM:lc

## TRANSMITTAL

TO  
Department of Public Works

DATE  
07/08/2025

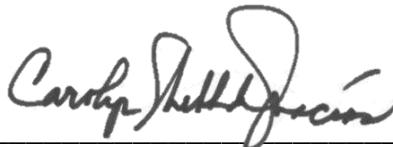
COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT

### REQUEST FOR CONTRACT AMENDMENT WITH COMMUNITY PARTNERS FOR CITY PLANTS TO PROVIDE CONTINUED TREE PLANTING COORDINATION SERVICES THROUGH DECEMBER 2025

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR  
(Carolyn Webb de Macias for)

**BOARD OF PUBLIC WORKS  
MEMBERS**

**STEVE S. KANG**  
PRESIDENT

**JENNY CHAVEZ**  
VICE PRESIDENT

**JOHN GRANT**  
PRESIDENT PRO TEMPORE

**FAITH I. MITCHELL**  
COMMISSIONER

**VACANT**  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**ELYSE MATSON**  
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>

June 27, 2025

**BPW-2025-0406**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012

## **CONTRACT AMENDMENT – CITY PLANTS**

As recommended in the accompanying report from the Director of the Office of Forest Management, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the Executive Officer to execute an amendment with Community Partners for City Plants to extend the term of the contract to provide tree planting coordination through December 31, 2025; and
2. AUTHORIZE the President or two members of the Board to execute the contract amendment after approval as-to-form has been obtained by the City Attorney.

(C-145337)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

**ELYSE MATSON,**  
Executive Officer, Board of Public Works

EM:lc



BPW-2025-0406

Department of Public Works  
Board of Public Works  
Office of Forest Management

Report No. 1  
Council District: ALL

June 10, 2025

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

JUN 27 2025  
AND REFERRED TO THE MAYOR

  
Executive Officer  
Board of Public Works

Honorable Members of the Board of Public Works

AND REFERRED TO THE CITY COUNCIL

**REQUEST TO EXECUTE CONTRACT AMENDMENT WITH COMMUNITY PARTNERS FOR CITY PLANTS TO PROVIDE CONTINUED TREE PLANTING COORDINATION SERVICES THROUGH DECEMBER 2025.**

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**RECOMMENDATIONS**

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

1. **AUTHORIZE** the Executive Officer to execute an amendment to Contract No. C-145337 with Community Partners for City Plants (City Plants) to extend the term of the contract to provide tree planting coordination through December 31, 2025.
2. **AUTHORIZE** the President or two members of the Board to execute the contract amendment after approval as-to-form has been obtained by the City Attorney.

**TRANSMITTALS**

1. MOU C-141101 between the Board and the Los Angeles Department of Water and Power (LADWP) from FY 2022-2025.
2. C-145337 Community Partners for City Plants

**DISCUSSION**

**Background**

The Board and LADWP combined their separate tree planting efforts into a single citywide program to promote, facilitate, and conduct tree planting for the purpose of providing shade and energy savings, increasing the City's tree canopy, and addressing environmental public health issues such as air quality. On January 9, 2017, the Board adopted the MOU between the Board and LADWP (MOU C-128793) to provide operations of the citywide tree planting program from January 1, 2017 to December 31, 2018. On August 5, 2019, the Board adopted a 2nd MOU between the Board and LADWP (MOU C-133726) to continue the operation of the citywide tree planting program from July 1, 2019 to June 30, 2021. On July 29, 2022, the Board adopted a 3rd MOU between the Board and LADWP to continue the operation of the citywide tree planting program from July 1, 2022 to June 30, 2025.

## **Scope of Work**

City Plants provides program oversight and reporting as well as delivery of community engagement and data management portions of the program through a contract executed by OFM (C-145337). City Plants' scope of work includes, but is not limited to, the following activities: oversight of the tree planting program; development and production of program materials; implementation of equity and urban heat island engagement; implementation of pilot projects; and energy savings data management, verification, and reporting.

## **Contracting Delays and Work to Date**

The current LADWP MOU (C-141101) was attested on August 15, 2022. On December 20, 2023, the Board authorized OFM to execute a sole source contract (C-145337) with City Plants in the amount of \$1,524,138.58 for the term of July 1, 2022 through June 30, 2025. There were significant contracting delays, with City Plants' contract not being finalized until May 6, 2024, nearly two years after the start of the program.

City Plants has performed work overseeing the program deliverables, providing regular reporting for the program, and delivering program components. This included delivering one of two rounds of the Tree Ambassador Program (February 2023 – August 2023), and providing regular reporting to OFM and LADWP. Installment Reports have been provided for Funding Period No 1 through Funding Period No 5 and were received as detailed below:

- Funding Period No 1 Report – July 26, 2023
- Funding Period No 2 Report – October 17, 2023
- Funding Period No 3 Report – January 19, 2024
- Funding Period No 4 Report – July 31, 2024
- Funding Period No 5 Report – December 31, 2024

City Plants needs additional time to deliver the second round of the Tree Ambassadors Program and the Pilot Program identified for Year 3 of the MOU. The planting and distribution component delivered by LACC (C-124509) and their subcontractors also needs an extension to complete their program deliverables, and City Plants provides the oversight, reporting, coordination, and materials development for that work and thus needs their contract to match the length of the work being provided by LACC.

## **STATUS OF CONTRACTS**

Contract C-124509 with Community Partners for City Plants, was originally executed on May 6, 2024 and covers services provided from July 1, 2022 through June 30, 2025. This Board action would extend the contract term to December 31, 2025.

## **STATUS OF FUNDING**

Total Funding as per the Executed Agreement with LADWP is \$8,699,999.97, which consists of six (6) Funding Periods and is being received by BPW in six (6) separate transactions and is being

spent across two contracts. Funding in the amount of \$7,175,861.39 is allocated to the LACC contract (C-124509) for Task 1 and the remaining \$1,524,138.58 is allocated to the City Plants contract (C-145337) for Task 2 and 3 of the MOU Scope of Work. Funding for Period No. 1 through Period No. 5, totaling \$7,519,557.96, have been received from LADWP and have been transferred to Department 50, Fund 834, Appropriation #500OFC. Funding Period No. 6 was invoiced on January 21, 2025 and is expected to be received prior to the end of the Fiscal Year. Once received, those funds will be transferred to Department 50, Fund 834, Appropriation #500OFC.

### **FISCAL IMPACT**

There is no funding impact for this contract amendment. The sources of funding for City Plants contract are from the LADWP via MOU with the Board, therefore there is no impact to the City's General Fund.

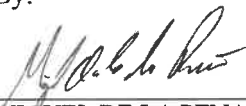
Respectfully submitted,

  
\_\_\_\_\_  
RACHEL MALARICH  
City Forest Officer, Office of Forest Management

Approved by:

  
\_\_\_\_\_  
ELYSE MATSON  
Executive Officer, Board of Public Works

Statement of Funds Reviewed and Approved  
By:

  
\_\_\_\_\_  
MIGUEL DE LA PENA  
Director, Office of Accounting

6/10/2025

Report prepared by and for any questions on this report, please contact:  
Rachel Malarich, City Forest Officer at (213) 978-0259 or [rachel.malarich@lacity.org](mailto:rachel.malarich@lacity.org)

# CONTRACT SUMMARY SHEET

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

DATE: 8/10/2022

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Public Works (Board of Public Works)

CONTACT PERSON: Rachel Malarich PHONE: 213-978-0259

CONTRACT NO.: \_\_\_\_\_ COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: NA  
DATE  
APPROVED BY BPW: July 29, 2022  
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, 2022 THROUGH: July 30, 2023

TOTAL AMOUNT: \$3,392,511.32

**PURPOSE OF CONTRACT:**

For the continued operation of the Tree Planting Program for Energy Efficiency.

There are two (2) renewal options which would increase the total cumulative amount under the MOU to \$5,800,000 (expires on June 30, 2024) and \$8,700,000 (expires on June 30, 2025) respectively.

**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, \$4,850,000 in fiscal years 2017-19, \$5,400,000 in fiscal years 2019-21.

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 gasses associated with electricity production, and reducing the urban heat island effect; and

WHEREAS, the LADWP wishes to provide additional funding to the BPW for one program year beginning 2022 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, with two one-year options to provide additional funding for program years 2023 - 2025 for the same activities; 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, providing general community-level cooling, and bringing equity to the greening of Los Angeles.

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 twelve (12) months following that date. At LADWP's sole option, the term of this MOU may be extended for up to two one-year options.

**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 two installments over 12 months, in a total cumulative amount not to exceed \$3,392,511.32. 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. Upon the mutual agreement of the Parties, the Parties may exercise options to extend this MOU for up to two additional one-year terms to increase the total cumulative amount under this MOU to \$8,700,000 by providing up to four additional Funding Periods (Nos. 3, 4, 5 and 6) described below:

- Funding Period No. 1 -\$2,188,766.98 (Payable following full execution of MOU and satisfactory completion of prior MOU Scope of Work),
- Funding Period No. 2 -\$1,203,744.37 (December 2022 or upon satisfactory completion of work representing 9,125 trees, whichever occurs first),

- (Option 1) Funding Period No. 3 -\$1,203,744.34 (Payable upon exercise of the first one-year Option),
- (Option 1) Funding Period No. 4 -\$1,203,744.34 (December 2023 or upon satisfactory completion of work representing 27,375 trees, whichever occurs first),
- (Option 2) Funding Period No. 5 -\$1,719,557.99 (Payable upon exercise of the second one-year Option),
- (Option 2) Funding Period No. 6 -\$1,180,442.01 (December 2024 or upon satisfactory completion of 45,600 trees, whichever occurs first).
- Following Funding Period No. 2 if the Parties do not exercise the one-year renewal option for this MOU, or Funding Period No. 4 if Option 2 is not exercised, BPW shall reconcile amounts received from LADWP against actual expenses from all Funding Periods to date. If total amount paid by LADWP exceed actual expenses, BPW's budget shall submit a proposed modification describing the use of those unspent funds to LADWP for approval.

#### 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 (increase or decrease) from the amounts stated in this MOU. Funding for *Funding Periods No. 3 and 4* is subject to FY 2023-2024 budget approval. Funding for *Funding Periods No. 5 and 6* is subject to FY 2024-2025 budget approval.

Section 403: Use of Funds: The BPW shall only expend funds in conformity with this MOU, including the strategies, programs, and personnel in order to achieve the intent 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. The BPW shall, at its discretion, be able to recommend best methods for expenditure of funds. The City will own all property acquired under the terms of this MOU.

#### 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 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:

Rachel Malarich, City Forest Officer  
Board of Public Works of the City of Los Angeles  
200 North Spring Street, Suite 361-P Los Angeles, CA 90012

Telephone: (213) 978-0259

- 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 affected 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.

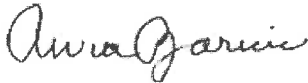
**Section 605: Entire MOU and Number of Pages**

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 Attachment 1.

(SIGNATURE PAGE FOLLOWS)

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

**BOARD OF PUBLIC WORKS  
OF THE CITY OF LOS ANGELES**


By:   
Aura Garcia  
President, Board of Public Works  
Los Angeles Public Works Department

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Holly Wolcott, City Clerk

Date: \_\_\_\_\_

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

By:   
Nancy H. Sutley  
Senior Assistant General Manager of  
External and Regulatory Affairs and Chief Sustainability Officer

Date: 6/14/22

Approved as to form and legality:  
Michael N. Feuer, City Attorney

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

BY   
DIRK BROERSMA  
DEPUTY CITY ATTORNEY

Date: \_\_\_\_\_

## **Attachment 1**

### **SCOPE OF WORK**

In order to achieve the objectives of the MOU, the following tasks will be conducted, concurrently as needed.

#### **TASK 1 – TREE PLANTING**

City Plants shall plant and distribute trees to City of Los Angeles locations as follows:

- **Residential Tree Deliveries & Pilot Planting Program**  
Includes purchase of 5 gallon trees and associated materials, storage and maintenance of tree stock, home delivery, and coordination with planting partners. City Plants will also work with contractors to coordinate the implementation of a new residential pilot program that includes customer-based site assessment and planting trees on private property. Pilot planting program will target low canopy disadvantaged communities and include residential site assessments and/or planting assistance on a case-by-case basis.
- **Tree Distribution Events**  
Includes purchase of 5 gallon trees and associated materials, storage and maintenance of tree stock, delivery to event location, distribution to City of Los Angeles residents who sign a pledge to care for the tree, staffing of events, and coordination with planting partners. City Plants will also work with contractors and partners to implement workshops at select tree distribution events that cover tree planting and care best practices in order to ensure proper tree planting and care on private property. On a case-by-case basis, may include enhanced engagement through workshops and other means.
- **Street Tree Planting**  
On a case-by-case basis, includes purchase, permitting, delivery and planting of 15 gallon trees in pre-approved residential or commercial/institutional locations, coordination of possible pavement cuts from outside funding sources, maintenance of tree stock, coordination with planting partners and other agencies in activities listed above.
- **Other Activities As-Approved**  
May include purchase, delivery and/or planting of trees that do not fall into the above categories, on a case-by-case approval. Examples include demonstration plantings, pilot projects, and leveraged planting.

City Plants shall, in general, prioritize plantings and activities for shading and energy savings. The following criteria shall be used to determine appropriate plantings: building shading opportunities (particularly in higher temperature zones as identified by LADWP), low canopy areas within LA City boundaries, disadvantaged communities, plantings having a lower water use impact, native tree opportunities, and partnerships/leveraging where large numbers of trees can cost-effectively be planted. City Plants will also explore and expand opportunities for contract grows to support the residential tree

program, including in-house tree growing from local seed collection initiatives, aiming to grow a total of 8,000 trees for the City Plants program over three years.

Process

- A. If available, use grant funds or other City resources for opportunities where larger trees and/or concrete cuts are needed. Consult with LADWP on a case-by-case basis if LADWP funds are proposed to be used for larger trees and/or concrete cuts.
- B. Follow logistical and sustainability efficiencies in scheduling plantings
- C. Follow best practices in ensuring low mortality rates of trees
- D. Provide educational information, site selection, and planting guidance to recipients to maximize energy saving benefits and minimize water use
- E. Offer option of further assistance at time of tree delivery which shall consist of advice on location, planting techniques and on-going tree care. The tree recipient shall be instructed to call the DigAlert 811 hotline and it shall be the recipient's sole responsibility to do so.
- F. Record all plantings in database including date, numbers and types for each location; location with respect to buildings where possible, and other input items for the tree energy savings calculations.

**TASK 2 – LADWP PROGRAM DEVELOPMENT AND MANAGEMENT**

Process:

- A. Conduct energy savings and GHG reduction calculations using the best calculation methodology and tools available.
- B. Maintain a tracking database and arrange for enhancements as needed.
- C. Mortality rates and other input assumptions will be informed by sampling of trees planted through City Plants efforts and/or former City tree planting programs.
- D. Coordinate with LADWP on best methodology and tools for calculations and verification.
- E. As needed, collect data supporting energy saving calculator tool inputs and provide verification sampling of trees to adjust mortality rates.
- F. Conduct energy savings calculations projected over years specified by LADWP and provide annual report to LADWP, or ongoing access to reporting tools.
- G. Monitor USFS and related research for updates pertinent to the City's process and incorporate findings as appropriate, in consultation with LADWP.
- H. Investigate and implement opportunities for efficiencies between all active urban forestry databases, including the citywide tree inventory.
- I. Further implement best practices to achieve high energy savings and thriving trees.
- J. Where pertinent, build partnerships and networks with local, state, and national agencies dealing with citywide urban canopy initiatives to stay up to date with arboriculture best practices, research, data management, public education, and outreach.



### **TASK 3 - CIVIC ENGAGEMENT**

City Plants shall conduct community engagement activities as follows:

- Create, design, print, and disseminate educational materials on tree planting and care to residents and businesses in the City.
- Engage the public to achieve greater equity in urban tree canopy, with an emphasis on urban heat island education.
- Include LADWP logo and/or funding statement prominently in all outreach relating to LADWP-funded activities.
- Continue to enhance the City Plants website for ease of requesting trees
- Connect outreach to relevant LADWP programs, such as Home Energy Improvement Program, Turf Replacement, and others, in consultation with LADWP
- Continue to leverage LADWP Community Partnership Grant efforts, LA Better Buildings Challenge and other complimentary outreach efforts and programs.
- Continue to utilize social media to maximize reach and impacts.
- Coordinate with the LADWP Communications office.
- Coordinate with City Council Offices and Neighborhood Councils and other local institutions.
- Engage in tree distribution events, community leader training programs, and educational workshops to promote awareness of tree planting and care programs, with a priority on maximizing energy savings.
- Design and implement community-centered programming in priority equity neighborhoods in Los Angeles, including the Tree Ambassador Program.
- Targeted door to door canvassing for increased residential/private property plantings to foster energy efficiency benefits.
- Utilize advertising agencies, as needed, to promote the program in targeted and priority areas of interest, including, but not limited to, low-canopy and urban heat vulnerable neighborhoods.
- Explore and expand opportunities for regional partnerships with local nurseries, researchers, seed collectors, and native plant experts to advance more holistic and sustainable tree sourcing within the Los Angeles footprint.

### **EVALUATION**

LADWP will evaluate City Plants program activities for compliance with the MOU prior to approving payment of invoices. City Plants shall provide a report of activities upon completion of each 12-month MOU period, which will include the following:

- Number and species of trees planted and distributed per property type
- Tree distribution addresses areas with greatest needs
- GHG and energy savings results
- Observation of mortality rates relative to past research
- Efforts to minimize water use and carbon footprint of the program
- Leveraged funding from other sources
- Description of major events
- Number of people and organizations reached
- Highlights and innovation relating to outreach

2022 - 2025 City Plants Budget										
Item	Tree Planting	Year 1			Optional Year 2			Optional Year 3		
		Budgeted Units	Unit Rate	Total Budget	Budgeted Units	Unit Rate	Total Budget	Budgeted Units	Unit Rate	Total Budget
<b>A Residential Tree Program</b>										
A1	Purchase of 5 gallon trees	14,000	\$ 23.76	\$ 332,618.44	14,000	\$ 23.76	\$ 332,618.44	10,000	\$ 25.18	\$ 251,839.68
A2	Trees stakes, ties, tablets	14,000	\$ 3.69	\$ 51,662.01	14,000	\$ 3.69	\$ 51,662.01	16,000	\$ 3.91	\$ 62,584.84
A3a	Delivery and preparation of tree & materials (LACC delivery/distribution crew direct bill)	9,300		\$ 167,360.66	9,300		\$ 167,360.66	9,300		\$ 177,402.30
A3b	Distributions of tree & materials (unit-based parter distributions)	4,700	\$ 29.02	\$ 136,373.56	4,700	\$ 29.02	\$ 136,373.56	4,700	\$ 30.76	\$ 144,555.98
A4	Residential site assessments for 5 gallons (site)	1,250	\$ 81.49	\$ 101,858.08	1,250	\$ 81.49	\$ 101,858.08	1,500	\$ 86.38	\$ 129,563.48
A5	Planting and coordination of 5 gallon trees (tree)	1,250	\$ 45.49	\$ 56,868.65	1,250	\$ 45.49	\$ 56,868.65	1,500	\$ 48.22	\$ 72,336.93
A6	Enhanced constituent engagement at distribution events			\$ 50,000.00			\$ 50,000.00			\$ 50,000.00
<b>B Street Trees Program</b>										
B1	Purchase of 15 gallon trees	3,000	\$ 70.77	\$ 212,309.64	3,000	\$ 70.77	\$ 212,309.64	2,700	\$ 75.02	\$ 202,543.40
B2	(2) Trees stakes, (4) ties, (1) arbor guards	3,000	\$ 23.72	\$ 71,154.06	3,000	\$ 23.72	\$ 71,154.06	2,700	\$ 25.14	\$ 67,880.97
B3	Planting & coordination of 15-gallon trees	2,500	\$ 236.22	\$ 590,549.39	2,500	\$ 236.22	\$ 590,549.39	2,100	\$ 250.39	\$ 525,825.17
<b>C Operations and Equipment</b>										
C1	City Plants program vehicles			\$ 137,921.25			\$ 137,921.25			\$ 84,143.97
C2	Project tools, equipment, supplies, software			\$ 7,500.00			\$ 7,500.00			\$ 7,500.00
C3	RAP water reimbursement for City Plants 5-gallon trees			\$ 11,500.00			\$ 11,500.00			\$ 20,000.00
<b>D City Plants Griffith Park Nursery</b>										
D1	Contract grow with City Plants Nursery			\$ 100,000.00			\$ 100,000.00			\$ 175,000.00
<b>E Urban Forestry Inspections, Coordination, and Management</b>										
E1	Program Manager			\$ 123,415.09			\$ 123,415.09			\$ 127,117.54
E2	Urban Forestry Tree Supervisor			\$ 101,994.56			\$ 101,994.56			\$ 105,054.40
E3	Program Coordinator			\$ 104,403.27			\$ 104,403.27			\$ 107,535.37
<b>F Water Conservation</b>										
F1	Water Conservation			\$ 50,000.00			\$ 50,000.00			\$ 50,000.00
<b>G Civic Engagement</b>										
G1	Development & production of promotional materials			\$ 115,022.64			\$ -			\$ 44,115.97
G2	Equity and urban heat island engagement			\$ 200,000.00			\$ -			\$ 150,000.00
G3	Pilot Projects			\$ 20,000.00			\$ -			\$ 20,000.00
<b>H LADWP Program Development &amp; Management</b>										
H1	Energy savings data management, verification & reporting			\$ 200,000.00			\$ -			\$ 100,000.00
H2	City Plants management & coordination			\$ 450,000.00			\$ -			\$ 225,000.00
				\$ 3,392,511.32			\$ 2,407,488.68			\$ 2,900,000.00
									3 Year MOU Total	\$ 8,700,000.00
*Contractor will bill actual unit prices whenever applicable										

\*Contractor will bill actual unit prices wherever applicable

# CONTRACT SUMMARY SHEET

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

DATE: 5/6/2024

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Public Works (Board of Public Works)

CONTACT PERSON: Rachel Malarich PHONE: 213-978-0259

CONTRACT NO.: C-145337

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

APPROVED BY BPW: 12/20/2023  
DATE

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

CONTRACTOR NAME: Community Partners for City Plants

TERM OF CONTRACT: 7/1/2022 THROUGH: 6/30/2025

TOTAL AMOUNT: \$1,524,138.58

**PURPOSE OF CONTRACT:**

New agreement to provide energy savings data management, sampling, and reporting tasks and services as administrators for the LADWP Energy Efficiency Tree Planting program; as well as services related to civic engagement and pilot program development and implementation related to that program, as detailed in the MOU between the Board of Public Works and Los Angeles Department of Water and Power (C-141101).

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

**Department of Public Works  
Transmittal of Authority for Expenditure Document for  
Approval by the Board**


**Date:** December 13, 2023

**To:** Fernando Campos, Executive  
Officer Board of Public Works

**From:** The Office of Accounting  
*for*  
Board of Public Works

APPROVED BY THE BOARD  
PUBLIC WORKS OF THE  
CITY OF LOS ANGELES  
CALIFORNIA

DEC 20 2023

  
Executive Officer  
Board of Public Works

**Re:** AUTHORITY FOR EXPENDITURES AE 24834414M -  
COMMUNITY PARTNERS FOR CITY PLANTS FOR  
\$985,022.61

The Department's procedures require that the attached Authority for Expenditures be approved by the Board of Public Works.

Please schedule it on the Board agenda for next meeting.

After approval by the Board, please transmit it to a Commissioner for approval as "Head of Department". The approved document should then be returned to the Office of Accounting for further processing. Please return it to:

Public Works Trust Fund Section  
General Accounting Division  
Jemmie Tam  
(213) 978-0989

Mail Stop 470  
Room 924, City  
Hall

For additional information, if needed, please call Jemmie Tam at (213) 978-0989 or at [jemmie.tam@lacity.org](mailto:jemmie.tam@lacity.org).

**AUTHORITY FOR EXPENDITURE**

Dept. Board of Public Works

DOC CODE <b>GAEAE</b>	DOC DEPT. CD. <b>50</b>	DOCUMENT ID. TYPE <b>AE</b>		F.Y. <b>24</b>	AUTHORITY NO. <b>834414M</b>	DOC. DATE M M D D Y Y <b>12/08/23</b>	ACCTG. PERIOD P P Y Y <b>6/24</b>	BUDGET F.Y. Y Y <b>24</b>
ACTION <input checked="" type="checkbox"/> ORIG. ENTRY (E) <input type="checkbox"/> ADJUSTMENT (M)		EVENT TYPE <b>PRAE</b>		VENDOR CODE <b>VC0000014944</b>		SS OR IRS ID NO.	COMMENTS OR BTRC NO. <b>0000139312</b>	DOCUMENT TOTAL <b>\$ 985,022.61</b>

TO: (NAME AND ADDRESS) <b>Community Partners for City Plants 1000 North Alameda Street Suite 240 Los Angeles, CA 90012 (213) 346-3200</b>	PLEASE FURNISH TO THE CITY OF LOS ANGELES, CARE OF (GIVE ADDRESS) <b>Board of Public Works 200 N. Spring Street Los Angeles, CA 90012</b>
--	--

LINE NO.	FUND	DEPT.	APPR. UNIT	OBJECT	DOBJ	DESCRIPTION						AMOUNT	I/D
01	834	50	500OFC	304	30400	MOU-LADWP Tree Planting Prog Energy Efficiency						\$ 985,022.61	32
QUANTITY		I/D	U.O.M.	UNIT	M PROJ	PROJECT	ACTIVITY	WORK ORDER	TASK	S/TASK	CHANGE ORDER	FUNCTION	
				74500106		PWB201			200	14		OTH	

LINE NO.	FUND	DEPT.	APPR. UNIT	OBJECT	DOBJ	DESCRIPTION						AMOUNT	I/D
02						MOU-LADWP Tree Planting Prog Energy Efficiency							
QUANTITY		I/D	U.O.M.	UNIT	M PROJ	PROJECT	ACTIVITY	WORK ORDER	TASK	S/TASK	CHANGE ORDER	FUNCTION	

FOR:

City Plants (a program of Community Partners) to provide DWP energy savings data management, sampling and reporting tasks/services as administrators for the Tree Planting Initiative, as well as services related to civic engagement and pilot program development and implementation (Service for Tasks G1, G2, G3, H1, and H2, totaling \$985,022.61) as detailed in the attached Letter of Agreement (LOA) and in accordance with the Fiscal Years 2022-2025 Memorandum of Understanding between the Board of Public Works and the Los Angeles Department of Water and Power dated 08/15/22 (Contract C-141101).

Authorize the President or Two Members of the Board to execute the attached LOA.

APPROVED BY THE BOARD  
PUBLIC WORKS OF THE  
CITY OF LOS ANGELES  
CALIFORNIA

TO THE OFFICE OF THE CONTROLLER:

DEC 20 2023

ORIGINAL/ADJUSTED AUTH. TOTAL

PURSUANT TO PROVISIONS OF THE CITY CHARTER AND TO THE ANNUAL DEPARTMENTAL BUDGET APPROPRIATIONS OR OF APPROPRIATIONS MADE SUBSEQUENT TO THE BUDGET. THIS IS AUTHORITY TO ISSUE A DEMAND ON THE FUND AND DEPARTMENT DESCRIBED ABOVE.

CONTRACT OR ORDER NO. (STRIKE OUT ONE)

Executive Officer  
Board of Public Works

BUREAU OR DIVISION HEAD Dr. Fernando Campos	DATE <b>12/11/2023</b>	HEAD OF DEPARTMENT <i>[Signature]</i>	DATE <b>12/20/23</b>
ACCOUNTING Miguel De La Pena	DATE <b>12/11/2023</b>	CITY ATTORNEY APPROVAL OF AFE OVER \$5,000 Adena Hopenstand	DATE <b>12-14-2023</b>

READ THIS CAREFULLY: THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS, SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.


CONTROLLER'S APPROVAL

- (1) DOCUMENT NUMBER, NAME AND ADDRESS OF DEPARTMENT MUST APPEAR ON ALL INVOICES.
- (2) IN CASE OF A DELAY IN PAYMENT OF INVOICE BEYOND 30 DAYS FOLLOWING THE DATE OF INVOICE, PLEASE NOTIFY THE CONTROLLER IN WRITING GIVING REFERENCE TO A.F.E. NUMBER, AND STATE TO WHAT DEPARTMENT SERVICE WAS RENDERED.

Print



September 21, 2023  
 City of Los Angeles Board of Public Works  
 200 North Spring Street  
 Rm. 361, City Hall  
 Los Angeles, CA 90012  
 Attn: Fernando Campos

<b>OK TO PAY</b>	
 F Campos	12/14/2023
Signature	Date

**INVOICE 2025-001**  
**CIVIC ENGAGEMENT, PROGRAM DEVELOPMENT & MANAGEMENT**  
**FOR THE CITY PLANTS INITIATIVE – 2022 – 2025 #C-141101**

Dear Dr. Campos,

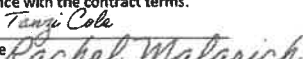
Please accept this letter as the first invoice for the amount of \$985,022.61 in accordance with the 2022 - 2025 MOU between the Los Angeles Bureau of Public Works and the Los Angeles Department of Water and Power to achieve energy savings from the municipal tree planting efforts of the City Plants initiative. In accordance with the 2022 - 2025 MOU, Community Partners for City Plants will conduct various civic engagement and LADWP program management duties, including:

1. Developing and producing promotional materials
2. Implementing equity & urban heat island engagement program
3. Implementing pilot projects
4. Performing energy savings data management, sampling, and reporting tasks as grant administrators for the program
5. Providing other management and coordination services for the City Plants initiative

Please make the check payable to "Community Partners for City Plants" and submit payment to:

Community Partners for City Plants  
 1000 North Alameda Street, Suite 240  
 Los Angeles, CA 90012

Please contact Alicia Lara via [alicia.lara@communitypartners.org](mailto:alicia.lara@communitypartners.org) with any questions.

Date Goods Rec'd:	Term of Agreement July 1, 2022 to June 30, 2025
Date Invoice Rec'd:	Sept 21, 2023
Date Vendor Met all City Requirements:	
<input checked="" type="checkbox"/> BTRC/VRN On File, (if applicable)	
<input checked="" type="checkbox"/> LWO Documents On File, (if applicable)	
<input checked="" type="checkbox"/> EBO Documents On File, (if applicable)	
App'vd Insurance On File:	
Invoice 2025-001 Civic Engagement, Program Development and Management for the City Plants Initiative 2022 - 2025	
CO25141101M	
Receipt Verification	
I certify that the materials, supplies, or services covered by this bill were received and/or verified by signed receipt on date shown below in compliance with the contract terms.	
Signature	Date
	12/12/2023

Sincerely,

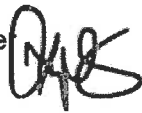
DocuSigned by:  
  
 Alicia Lara  
 EC0C94848AE3423...  
 President & CEO  
 Community Partners

September 28, 2023

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

**Date:** December 13, 2023

**To:** Rick Cole, Chief Deputy Controller  
Office of the City Controller

**From:** Dr. Fernando Campos, Executive Office   
Board of Public Works

**Subject:** **JUSTIFICATION FOR AUTHORITY FOR EXPENDITURE - COMMUNITY PARTNERS FOR CITY PLANTS**

The Board of Public Works (Board) is requesting the Office of the Controller to authorize payment of an invoice to Community Partners for City Plants for the development and production of promotional materials; equity and urban heat island engagement; pilot projects; energy savings data management, sampling and reporting; and management and coordination for the City Plants Initiative. On July 29, 2022, the Board approved a report from the Office of Forest Management recommending approval of a Memorandum of Understanding (MOU) between the Board (Board) and the Los Angeles Department of Water and Power (DWP) for the continued funding and operation of the Municipal tree planting efforts of the City Plants program, in the amount of \$3,392,511.32, in order to achieve energy efficiencies through tree planting efforts. The MOU is comprised of one year (July 1, 2022 to June 30, 2023) for an amount of \$3,392,511.32; a one-year extension that was authorized and raised the MOU amount to \$5,800,000 (July 1, 2023 to June 30, 2024); and an additional one-year renewal that can be exercised for July 1, 2024 to July 30, 2025, which would increase the total cumulative amount to \$8,700,000. On July 29, 2022, the Mayor authorized the President of the Board to sign the MOU.

Tasks G and H of the scope of work described in the MOU are for Civic Engagement and LADWP Program Development and Management, respectively. This includes development of promotional materials (G1- \$115,022.61), equity and urban heat island engagement (G2- \$200,000), pilot programs (G3- \$20,000), energy savings data management, sampling and reporting (H1- \$200,000), and City Plants management and coordination of the program (H2- \$450,000) for Year 1 of the MOU. Authority for Expenditure is requested to process payment of these Year 1 funds for Tasks G and H payable to Community Partners for City Plants, for a total of \$985,022.61. There are additional funds in Task G and H detailed in the third year of the program budget, which will be addressed if the second, one-year extension option is exercised.

DWP transferred the first installment payment of \$2,188,766.95 on November 4th, 2022, in accordance with the MOU. Funding was received in the Public Works Trust Fund, Fund No. 834, Department 50, Departmental Revenue Source Code 429601, and will be transferred to Appropriation Account No. 500OFC, entitled Tree Planting Projects. Of that, \$2.2 million, \$1,203,744.34 has been encumbered for tree planting services via the Los Angeles Conservation Corp (CF 20-1491-S1) and the remaining balance of \$985,022.61 is available to pay this invoice.

If you have any questions, please contact me directly at (213) 978-0250. Thank you.

**LETTER OF AGREEMENT BETWEEN  
COMMUNITY PARTNERS FOR CITY PLANTS  
AND  
CITY OF LOS ANGELES  
FOR  
THE COORDINATION, TRACKING, PROGRAM  
DEVELOPMENT AND EXECUTION, AND ENGAGEMENT FOR  
DISTRIBUTION AND PLANTING OF TREES WITHIN THE  
CITY OF LOS ANGELES,**

WHEREAS, in 2010-2011, Los Angeles Department of Water and Power (LADWP) and the Board of Public Works (Board) 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 City of Los Angeles, Office of Forest Management, recommended approval of a Memorandum of Understanding (MOU) between the Board and LADWP for the continued funding and operation of the Municipal tree planting efforts of the City Plants program;

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, \$4,850,000 in fiscal years 2017-19, \$5.4 million in fiscal years 2019-21;

WHEREAS, on July 29, 2022, the Mayor authorized the President of the Board to sign the MOU (C-141101) in the amount of \$8,700,00 for fiscal years 2022-25 in order to achieve energy efficiencies through tree planting efforts and improved services to residents vulnerable to impacts of extreme heat through pilot programs;

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 gasses associated with electricity production, and reducing the urban heat island effect;

WHEREAS, Community Partners for City Plants provides oversight of the purchase, care, delivery of trees, the coordination of tree distribution and planting of trees within the City of Los Angeles, coordination and oversight over various pilot programs to address urban heat and to engage the public, public volunteer events for tree planting, and other activities to ensure the success of the City Plants Initiative and benefit to residents of the City of Los Angeles;

WHEREAS, Community Partners for City Plants has demonstrated critical leadership and collaboration skills to ensure NGO partners are utilizing collective approach associated with the programs City Plants is leading, and the City benefits from this unified approach, particularly in the development, delivery, and evaluation of critical pilot programs like the Tree Ambassador/Promotora Forestal program included in the MOU (C-141101);



WHEREAS, Community Partners for City Plants has demonstrated critical leadership and collaboration skills to ensure NGO partners are utilizing collective approach associated with the programs City Plants is leading, and the City benefits from this unified approach, particularly in the development, delivery, and evaluation of critical pilot programs like the Tree Ambassador/Promotora Forestal program included in the MOU (C-141101);

WHEREAS, Community Partners for City Plants has specific familiarity with the LADWP metrics and the process through which they are compiled, calculated, and reported in order to show energy efficiency benefits delivered through the implementation of the City Plants program;

WHEREAS, Community Partners for City Plants has been directing the development of a database that would integrate the tree planting efforts and data from the LADWP program with the City's tree inventory database and work management tool (TreeKeeper8), ensuring that the City's inventory stays current through the addition of newly planted trees, and improving coordination and timely communication between the City and the nonprofit partners, ultimately improving services for residents of Los Angeles;

WHEREAS, establishing a contract with a different project manager for the completion of the inventory development and integration would be inefficient and interrupt the process of successful implementation with the database developer, City staff and the nonprofit partners who are going to be using the tool;

WHEREAS, the Board plans to utilize a competitive process for the contracting the next MOU for this program, if LADWP chooses to continue to the program at the conclusion of the current MOU (C-141101), which goes through June of 2025;

WHEREAS, time is of the essence to provide the remaining deliverables under the MOU (C-141101) to avoid limiting services and delaying delivery of programs to residents of Los Angeles, particularly those who are historically underserved and most vulnerable to extreme heat;

WHEREAS, the VENDOR will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City's interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing contract VENDOR's signature to this Letter of Agreement, the contract VENDOR agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this Letter of Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows.

**Term of the Agreement:**

The term of this Agreement shall be from July 1, 2022 to June 30, 2025 and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement. At the City's request, Vendor has performed services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Vendor and ratifies Vendor's performance of said services.

**Contact Persons:**

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Rachel Malarich  
City Forest Officer  
200 N. Spring Street  
Los Angeles, CA 90012  
Tel: (213) 978-0259  
Email: [rachel.malarich@lacity.org](mailto:rachel.malarich@lacity.org)

To the VENDOR:

Alicia Lara  
President & CEO  
Tel: (213) 346-3200  
Email: [alicia.lara@communitypartners.org](mailto:alicia.lara@communitypartners.org)

**Statement of Work to be provided by the VENDOR:**

The VENDOR shall provide services which are as follows:

**G1- Civic Engagement**

- Connect program outreach to relevant LADWP programs, such as Home Energy Improvement Program, Turf Replacement, and others, in consultation with LADWP;
- Continue to leverage LADWP Community Partnership Grant efforts, LA Better Buildings Challenge and other complimentary outreach efforts and programs;
- Coordinate with City Council Offices and Neighborhood Councils and other local institutions;
- Engage in tree distribution events, community leader training programs, and educational workshops to promote awareness of tree planting and care programs, with a priority on maximizing energy savings;
- Design and implement community-centered programming in priority equity neighborhoods in Los Angeles, including the Tree Ambassador Program;
- Targeted door to door canvassing for increased residential/private property plantings to foster energy efficiency benefits.

**Development and Production of Promotional Materials**

- Create, design, print, and disseminate educational materials on tree planting and care to residents, constituents, and businesses in the City in partnership with non-profit organizations in the City Plants collaborative;
- Engage the public to achieve greater equity in urban tree canopy, with an emphasis on urban heat island education;
- Include LADWP logo and/or funding statement prominently in all outreach relating to LADWP-funded activities;
- Continue to enhance the City Plants website for ease of requesting trees;
- Continue to utilize social media to maximize reach and impacts;
- Coordinate with the LADWP Communications office and other City of LA departments and offices;
- Utilize advertising agencies, as needed, to promote the program in targeted and priority areas of interest, including, but not limited to, low-canopy and urban heat vulnerable neighborhoods.

**G2- Equity and Urban Heat Island Engagement**

- Design, manage, and implement the bilingual Tree Ambassador / Promotor Forestal 2022 - 2023 program in low canopy, heat-vulnerable communities in Los Angeles, using best available science to determine areas of focus;
- Secure and manage up to four lead subcontractors to implement the program;
- Report on program achievements, outcomes, and opportunities.

**G3- Pilot Projects**

- Monitor local, state, and federal urban forestry research to identify gaps in best practices or best available science in the City of Los Angeles;
- Propose pilot projects and seek budgetary approval from LADWP to implement projects intended to enhance the program.

**H2 - LADWP Program Development and Management**

- Attend biweekly meetings with LADWP to discuss program progress, outcomes, and needs;
- Manage and oversee the planting and distribution of trees to City of Los Angeles locations through the Residential Tree Delivery, Tree Adoption, and Street Tree Planting programs;
- Support lead contractor and non-profit subcontractors in setting, tracking, and measuring allotment goals and tree allocations;
- Explore and expand opportunities for regional partnerships with local nurseries, researchers, seed collectors, and native plant experts to advance more holistic and sustainable tree sourcing within the Los Angeles footprint;
- Where pertinent, build partnerships and networks with local, state, and national agencies dealing with citywide urban canopy initiatives to stay up to date with arboriculture best practices, research, data management, public education, and outreach
- Maintain a tracking database and arrange for enhancements as needed;
- Monitor USFS and related research for updates pertinent to the City's process and incorporate findings as appropriate, in consultation with LADWP;
- Investigate and implement opportunities for efficiencies between all active urban forestry databases, including the citywide tree inventory;
- Further implement best practices to achieve high energy savings and thriving trees;
- Provide a final report of activities upon completion of the MOU period, including:
  - Number and species of trees planted and distributed per property type
  - Tree distribution addresses areas with greatest needs
  - GHG and energy savings results
  - Observation of mortality rates relative to past research
  - Efforts to minimize water use and carbon footprint of the program
  - Leveraged funding from other sources
  - Description of major events
  - Number of people and organizations reached
  - Highlights and innovation relating to outreach

**H1- Energy Savings Data Management, Verification and Reporting**

- Develop the scopes of work, budgets, and contracts for energy efficiency software contractors, including, but not limited to, Davey TreeKeeper and Free Trees LA;
- Manage energy savings and GHG reduction contractors using the best calculation methodology and tools available;
- Coordinate with LADWP on best methodology and tools for calculations and verification;
- As needed, collect data supporting energy saving calculator tool inputs and provide verification sampling of trees to adjust mortality rates;
- Conduct energy savings calculations projected over years specified by LADWP and provide annual reports to LADWP, or ongoing access to reporting tools;
- Report energy savings data to LADWP as requested.

**City Plants Management and Coordination**

City Plants encompasses all sections outlined in the Statement of Work to provide the Program Development, Management, and Coordination of the LADWP Tree Planting Initiative.

**Reporting**

Community Partners for City Plants will provide the following in an oral report to the Office of Forest Management on a monthly basis as part of their participation in the monthly Urban Forest Management Plan Steering Committee (formerly Trees Committee) meeting.

In evaluating the success of the Municipal Tree Planting Efforts of the City Plants Initiative, enacted through the 2022 - 2025 Memorandum of Understanding between the Board of Public Works and the Los Angeles Department of Water and Power, the following will be provided at the end of each funding period (anticipated July 2023, January 2024, June 2024, with following funding periods if the contract renewal options between LADWP and BPW are exercised):

- Month-by-month breakdown of the number of trees planted, delivered, and distributed
- A list of tree planting adoption events;
- A list and description of major events, including the date, location, partners, and number of Angelenos and/or volunteers engaged at each event, as relevant;
- Updates, successes, and opportunities for improvement relating to outreach methods, new pilot programs, and core programs, including the Commonwealth Nursery, Tree Ambassador / Promotor Forestal Programs, the Urban Forest Equity Collective, the LA Center for Urban Natural Resources Sustainability, and any relevant programs;
- Results of any new advertisement and marketing initiatives implemented during the reporting period, if applicable;
- Updates and progress on custom software development;
- Newly formed and emerging partnerships with outside organizations, if applicable;
- Updates relating to City Plants staffing and fellowship programs;
- Notable press during the reporting period;
- Leveraged funding and grants awarded from outside sources, if applicable;
- An appendix with images, flyers, outreach materials, additional relevant visuals; demonstrating program developments during the reporting period;
- Program projections looking ahead for the next 6-month installment period.

**Final Report**

Upon completing the 2022 - 2025 Memorandum of Understanding, when all Funding Periods have been completed, Community Partners for City Plants will provide the Office of Forest Management with a final report including all information listed above for the entire 2022 - 2025 MOU period.

**Terms of Compensation**

Year 1 funding covers ongoing program costs for implementation of the City Plants Initiative. Each Funding Period report, upon receipt, represents one quarter of the work owed to the City of Los Angeles. Should questions or concerns arise regarding the use of the funds, Community Partners for City Plants will provide the City of Los Angeles with the full accounting of each Task and Budget Line Item outlined in this Letter of Agreement.

Should the VENDOR determine a need to alter the services described, a request must be submitted to the City Project Manager in writing. The VENDOR shall not alter such services without the City's written approval.

The schedule of work and prices are as follows:

**Terms of Compensation:**

<b>Budget Line Item</b>	<b>Civic Engagement</b>	<b>Budget Amount Year 1</b>	<b>Budget Year 3 (Extension Option)</b>	<b>Total Amount</b>
G1	Development & production of promotional materials	\$ 115,023.61	\$44,115.97	\$ 159,138.58
G2	Equity and urban heat island engagement	\$ 200,000.00	\$150,000.00	\$ 350,000.00
G3	Pilot Projects	\$ 20,000.00	\$20,000.00	\$ 40,000.00
<b>Budget Line Item</b>	<b>LADWP Program Development &amp; Management</b>			<b>Total Amount</b>
H1	Energy savings data management, verification & reporting	\$ 200,000.00	\$100,000.00	\$ 300,000.00
H2	City Plants program development, management & coordination	\$450,000.00	\$225,000.00	\$675,000.00
	<b>Letter of Agreement Total Funding Amount to City Plants</b>	<b>\$985,022.61 (YR 1-2)</b>	<b>\$539,115.97 (YR3)</b>	<b>\$1,524,138.58</b>

For the complete and satisfactory performance of the terms of this Agreement, the CITY shall pay to the VENDOR an amount not to exceed \$985,022.61 for July 2022 - June 2024, and an additional amount not to exceed \$539,115.97 for July 2024 - June 2025. The \$539,115.97 is contingent on LADWP exercising the second, one-year extension option within the MOU (C-141101).

In the event that the extension option is not exercised, the amount not to exceed for this Agreement would remain \$985,022.61. If the extension option is exercised, the total amount of the Agreement would increase to \$1,524,138.58. Work and expenditures exceeding \$985,022.61 shall not commence prior to issuance of a Notice to Proceed, which the Office of Forest Management shall issue if and when funds for the second, one-year extension option have been received from LADWP.

The Service Fees are all-inclusive costs, including but not limited to staffing, development of promotional materials, equity and urban heat island engagement, pilot programs, energy savings data management, and sampling and reporting, and City Plants management and coordination of the program.

The VENDOR shall submit REQUESTS FOR PAYMENT in an invoice to the CITY for services provided during the month within thirty (30) days of the end of the month. Invoices shall be supported by receipt of deliverables and reporting agreed upon for each of the line items and confirmation by the Office of Forest Management of delivery of associated services.

The CITY shall not pay late penalties or interest on outstanding invoices. The CITY shall not be responsible for the payment of any interest, late charges or penalties incurred by the VENDOR from any subcontractor or supplier for any item provided under this Agreement.

The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the CITY of the VENDOR'S monthly invoice and supporting documentation. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Vendor fails to comply with the provisions of this Agreement.



**Request for Advance Payment**

- a. Upon this Agreement becoming effective, the VENDOR may submit a request for advance payment. The request for advance payment will be in an amount not to exceed nine-hundred eighty-five thousand twenty-two dollars and sixty-one cents (\$985,022.61).
- b. REQUESTS FOR PAYMENT submitted by the VENDOR must include a budget that indicates the estimated costs to be incurred by the VENDOR for which payment is requested. REQUESTS FOR PAYMENT must be signed under PENALTY OF PERJURY by the VENDOR'S representative designated in this Agreement.
- c. VENDOR shall provide in the REQUEST FOR PAYMENT the amount expended from the advance payment and the remaining balance of the advance payment.
- d. Documentation submitted by the VENDOR to support invoiced costs includes, but is not limited to, work products, training and outreach materials, reports on program deliverables and outcomes, meeting agendas/minutes from project coordination activities.
- e. Any portion of any advance payment made and not expended or obligated by the VENDOR or not approved by the CITY's representative must be paid back to the CITY no later than the end of term of the Agreement. Such payment will accompany the CLOSE-OUT INVOICE/STATEMENT.

**Standard Provisions:**

VENDOR agrees to comply with the provisions outlined in the City's "Standard Provisions for City Contracts" (Rev. 9/22) [v.1], which are incorporated herein by reference. VENDOR is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;
2. Standard Provisions for City Personal Service Contracts.

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

**Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

*[Remainder of this page intentionally left blank]*

**Signature Page:**

In witness whereof, the City of Los Angeles and Community Partners for City Plants have caused this Agreement to be executed by their duly authorized representatives:

For: ~~COMMUNITY PARTNERS FOR CITY PLANTS~~

By: Alicia Lara

Name: Alicia Lara

Title: President & CEO

Date: December 14, 2023

For: THE CITY OF LOS ANGELES

By: Aura Garcia

Name: Aura Garcia

Title: President

Department: BOARD OF PUBLIC WORKS

Date: 12-20-23

APPROVED AS TO FORM  
HYDEE FELDSTEIN SOTO, City Attorney

By: Adena Hopenstand

Name: Adena Hopenstand

Title: Assistant City Attorney

Department: CITY ATTORNEY

Date: 12-14-2023

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: H. Wolff

Title: Deputy City Clerk

Department: CITY CLERK

Date: 5/6/24



# CONTRACT SUMMARY SHEET

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

DATE: 8/10/2022

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Public Works (Board of Public Works)

CONTACT PERSON: Rachel Malarich PHONE: 213-978-0259

CONTRACT NO.: C-141101

COUNCIL FILE NO.:

ADOPTED BY COUNCIL: NA

APPROVED BY BPW: July 29, 2022  
DATE

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

CONTRACTOR NAME: Department of Water and Power

TERM OF CONTRACT: July 1, 2022 THROUGH: July 30, 2023

TOTAL AMOUNT: \$3,392,511.32

## PURPOSE OF CONTRACT:

For the continued operation of the Tree Planting Program for Energy Efficiency.

There are two (2) renewal options which would increase the total cumulative amount under the MOU to \$5,800,000 (expires on June 30, 2024) and \$8,700,000 (expires on June 30, 2025) respectively.

**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, \$4,850,000 in fiscal years 2017-19, \$5,400,000 in fiscal years 2019-21.

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 gasses associated with electricity production, and reducing the urban heat island effect; and

WHEREAS, the LADWP wishes to provide additional funding to the BPW for one program year beginning 2022 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, with two one-year options to provide additional funding for program years 2023 - 2025 for the same activities; 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, providing general community-level cooling, and bringing equity to the greening of Los Angeles.

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 twelve (12) months following that date. At LADWP's sole option, the term of this MOU may be extended for up to two one-year options.

**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 two installments over 12 months, in a total cumulative amount not to exceed \$3,392,511.32. 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. Upon the mutual agreement of the Parties, the Parties may exercise options to extend this MOU for up to two additional one-year terms to increase the total cumulative amount under this MOU to \$8,700,000 by providing up to four additional Funding Periods (Nos. 3, 4, 5 and 6) described below:

- Funding Period No. 1 -\$2,188,766.98 (Payable following full execution of MOU and satisfactory completion of prior MOU Scope of Work),
- Funding Period No. 2 -\$1,203,744.37 (December 2022 or upon satisfactory completion of work representing 9,125 trees, whichever occurs first),

- (Option 1) Funding Period No. 3 -\$1,203,744.34 (Payable upon exercise of the first one-year Option),
- (Option 1) Funding Period No. 4 -\$1,203,744.34 (December 2023 or upon satisfactory completion of work representing 27,375 trees, whichever occurs first),
- (Option 2) Funding Period No. 5 -\$1,719,557.99 (Payable upon exercise of the second one-year Option),
- (Option 2) Funding Period No. 6 -\$1,180,442.01 (December 2024 or upon satisfactory completion of 45,600 trees, whichever occurs first).
- Following Funding Period No. 2 if the Parties do not exercise the one-year renewal option for this MOU, or Funding Period No. 4 if Option 2 is not exercised, BPW shall reconcile amounts received from LADWP against actual expenses from all Funding Periods to date. If total amount paid by LADWP exceed actual expenses, BPW's budget shall submit a proposed modification describing the use of those unspent funds to LADWP for approval.

#### 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 (increase or decrease) from the amounts stated in this MOU. Funding for *Funding Periods No. 3 and 4* is subject to FY 2023-2024 budget approval. Funding for *Funding Periods No. 5 and 6* is subject to FY 2024-2025 budget approval.

Section 403: Use of Funds: The BPW shall only expend funds in conformity with this MOU, including the strategies, programs, and personnel in order to achieve the intent 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. The BPW shall, at its discretion, be able to recommend best methods for expenditure of funds. The City will own all property acquired under the terms of this MOU.

#### 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 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:

Rachel Malarich, City Forest Officer  
Board of Public Works of the City of Los Angeles  
200 North Spring Street, Suite 361-P Los Angeles, CA 90012

Telephone: (213) 978-0259

- 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 affected 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.

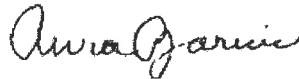
**Section 605: Entire MOU and Number of Pages**

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 Attachment 1.

(SIGNATURE PAGE FOLLOWS)

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

**BOARD OF PUBLIC WORKS  
OF THE CITY OF LOS ANGELES**


By:   
Aura Garcia  
President, Board of Public Works  
Los Angeles Public Works Department

Date: \_\_\_\_\_

Attest:   C-141101  
Holly Wolcott, City Clerk

Date: 08/15/2022

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

By:   
Nancy H. Sutley  
Senior Assistant General Manager of  
External and Regulatory Affairs and Chief Sustainability Officer

Date: 6/14/22

Approved as to form and legality:  
Michael N. Feuer, City Attorney

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

JUN 16 2022  
BY   
DIRK BROERSMA  
DEPUTY CITY ATTORNEY

Date: \_\_\_\_\_

## **Attachment 1**

### **SCOPE OF WORK**

In order to achieve the objectives of the MOU, the following tasks will be conducted, concurrently as needed.

#### **TASK 1 – TREE PLANTING**

City Plants shall plant and distribute trees to City of Los Angeles locations as follows:

- **Residential Tree Deliveries & Pilot Planting Program**  
Includes purchase of 5 gallon trees and associated materials, storage and maintenance of tree stock, home delivery, and coordination with planting partners. City Plants will also work with contractors to coordinate the implementation of a new residential pilot program that includes customer-based site assessment and planting trees on private property. Pilot planting program will target low canopy disadvantaged communities and include residential site assessments and/or planting assistance on a case-by-case basis.
- **Tree Distribution Events**  
Includes purchase of 5 gallon trees and associated materials, storage and maintenance of tree stock, delivery to event location, distribution to City of Los Angeles residents who sign a pledge to care for the tree, staffing of events, and coordination with planting partners. City Plants will also work with contractors and partners to implement workshops at select tree distribution events that cover tree planting and care best practices in order to ensure proper tree planting and care on private property. On a case-by-case basis, may include enhanced engagement through workshops and other means.
- **Street Tree Planting**  
On a case-by-case basis, includes purchase, permitting, delivery and planting of 15 gallon trees in pre-approved residential or commercial/institutional locations, coordination of possible pavement cuts from outside funding sources, maintenance of tree stock, coordination with planting partners and other agencies in activities listed above.
- **Other Activities As-Approved**  
May include purchase, delivery and/or planting of trees that do not fall into the above categories, on a case-by-case approval. Examples include demonstration plantings, pilot projects, and leveraged planting.

City Plants shall, in general, prioritize plantings and activities for shading and energy savings. The following criteria shall be used to determine appropriate plantings: building shading opportunities (particularly in higher temperature zones as identified by LADWP), low canopy areas within LA City boundaries, disadvantaged communities, plantings having a lower water use impact, native tree opportunities, and partnerships/leveraging where large numbers of trees can cost-effectively be planted. City Plants will also explore and expand opportunities for contract grows to support the residential tree

program, including in-house tree growing from local seed collection initiatives, aiming to grow a total of 8,000 trees for the City Plants program over three years.

#### Process

- A. If available, use grant funds or other City resources for opportunities where larger trees and/or concrete cuts are needed. Consult with LADWP on a case-by-case basis if LADWP funds are proposed to be used for larger trees and/or concrete cuts.
- B. Follow logistical and sustainability efficiencies in scheduling plantings
- C. Follow best practices in ensuring low mortality rates of trees
- D. Provide educational information, site selection, and planting guidance to recipients to maximize energy saving benefits and minimize water use
- E. Offer option of further assistance at time of tree delivery which shall consist of advice on location, planting techniques and on-going tree care. The tree recipient shall be instructed to call the DigAlert 811 hotline and it shall be the recipient's sole responsibility to do so.
- F. Record all plantings in database including date, numbers and types for each location; location with respect to buildings where possible, and other input items for the tree energy savings calculations.

### **TASK 2 – LADWP PROGRAM DEVELOPMENT AND MANAGEMENT**

#### Process:

- A. Conduct energy savings and GHG reduction calculations using the best calculation methodology and tools available.
- B. Maintain a tracking database and arrange for enhancements as needed.
- C. Mortality rates and other input assumptions will be informed by sampling of trees planted through City Plants efforts and/or former City tree planting programs.
- D. Coordinate with LADWP on best methodology and tools for calculations and verification.
- E. As needed, collect data supporting energy saving calculator tool inputs and provide verification sampling of trees to adjust mortality rates.
- F. Conduct energy savings calculations projected over years specified by LADWP and provide annual report to LADWP, or ongoing access to reporting tools.
- G. Monitor USFS and related research for updates pertinent to the City's process and incorporate findings as appropriate, in consultation with LADWP.
- H. Investigate and implement opportunities for efficiencies between all active urban forestry databases, including the citywide tree inventory.
- I. Further implement best practices to achieve high energy savings and thriving trees.
- J. Where pertinent, build partnerships and networks with local, state, and national agencies dealing with citywide urban canopy initiatives to stay up to date with arboriculture best practices, research, data management, public education, and outreach.

### **TASK 3 - CIVIC ENGAGEMENT**

City Plants shall conduct community engagement activities as follows:

- Create, design, print, and disseminate educational materials on tree planting and care to residents and businesses in the City.
- Engage the public to achieve greater equity in urban tree canopy, with an emphasis on urban heat island education.
- Include LADWP logo and/or funding statement prominently in all outreach relating to LADWP-funded activities.
- Continue to enhance the City Plants website for ease of requesting trees
- Connect outreach to relevant LADWP programs, such as Home Energy Improvement Program, Turf Replacement, and others, in consultation with LADWP
- Continue to leverage LADWP Community Partnership Grant efforts, LA Better Buildings Challenge and other complimentary outreach efforts and programs.
- Continue to utilize social media to maximize reach and impacts.
- Coordinate with the LADWP Communications office.
- Coordinate with City Council Offices and Neighborhood Councils and other local institutions.
- Engage in tree distribution events, community leader training programs, and educational workshops to promote awareness of tree planting and care programs, with a priority on maximizing energy savings.
- Design and implement community-centered programming in priority equity neighborhoods in Los Angeles, including the Tree Ambassador Program.
- Targeted door to door canvassing for increased residential/private property plantings to foster energy efficiency benefits.
- Utilize advertising agencies, as needed, to promote the program in targeted and priority areas of interest, including, but not limited to, low-canopy and urban heat vulnerable neighborhoods.
- Explore and expand opportunities for regional partnerships with local nurseries, researchers, seed collectors, and native plant experts to advance more holistic and sustainable tree sourcing within the Los Angeles footprint.

### **EVALUATION**

LADWP will evaluate City Plants program activities for compliance with the MOU prior to approving payment of invoices. City Plants shall provide a report of activities upon completion of each 12-month MOU period, which will include the following:

- Number and species of trees planted and distributed per property type
- Tree distribution addresses areas with greatest needs
- GHG and energy savings results
- Observation of mortality rates relative to past research
- Efforts to minimize water use and carbon footprint of the program
- Leveraged funding from other sources
- Description of major events
- Number of people and organizations reached
- Highlights and innovation relating to outreach

2022 - 2025 City Plants Budget										
Item	Tree Planting	Year 1			Optional Year 2			Optional Year 3		
		Budgeted Units	Unit Rate	Total Budget	Budgeted Units	Unit Rate	Total Budget	Budgeted Units	Unit Rate	Total Budget
A	Residential Tree Program									
A1	Purchase of 5 gallon trees	14,000	\$ 23.76	\$ 332,618.40	14,000	\$ 23.76	\$ 332,618.40	10,000	\$ 25.18	\$ 251,839.68
A2	Trees stakes, ties, tablets	14,000	\$ 3.69	\$ 51,662.01	14,000	\$ 3.69	\$ 51,662.01	16,000	\$ 3.91	\$ 62,584.84
A3a	Delivery and preparation of tree & materials (LACC delivery/distribution crew direct bill)	9,300		\$ 167,360.66	9,300		\$ 167,360.66	9,300		\$ 177,402.30
A3b	Distributions of tree & materials (unit-based parter distributions)	4,700	\$ 29.02	\$ 136,373.56	4,700	\$ 29.02	\$ 136,373.56	4,700	\$ 30.76	\$ 144,555.98
A4	Residential site assessments for 5 gallons (site)	1,250	\$ 81.49	\$ 101,858.08	1,250	\$ 81.49	\$ 101,858.08	1,500	\$ 86.38	\$ 129,563.48
A5	Planting and coordination of 5 gallon trees (tree)	1,250	\$ 45.49	\$ 56,868.65	1,250	\$ 45.49	\$ 56,868.65	1,500	\$ 48.22	\$ 72,336.93
A6	Enhanced constituent engagement at distribution events			\$ 50,000.00			\$ 50,000.00			\$ 50,000.00
B	Street Trees Program									
B1	Purchase of 15 gallon trees	3,000	\$ 70.77	\$ 212,309.64	3,000	\$ 70.77	\$ 212,309.64	2,700	\$ 75.02	\$ 202,543.40
B2	(2) Trees stakes, (4) ties, (1) arbor guards	3,000	\$ 23.72	\$ 71,154.06	3,000	\$ 23.72	\$ 71,154.06	2,700	\$ 25.14	\$ 67,880.97
B3	Planting & coordination of 15-gallon trees	2,500	\$ 236.22	\$ 590,549.39	2,500	\$ 236.22	\$ 590,549.39	2,100	\$ 250.39	\$ 525,835.17
C	Operations and Equipment									
C1	City Plants program vehicles			\$ 137,921.25			\$ 137,921.25			\$ 84,143.97
C2	Project tools, equipment, supplies, software			\$ 7,500.00			\$ 7,500.00			\$ 7,500.00
C3	RAP water reimbursement for City Plants 5-gallon trees			\$ 11,500.00			\$ 11,500.00			\$ 20,000.00
D	City Plants Griffith Park Nursery									
D1	Contract grow with City Plants Nursery			\$ 100,000.00			\$ 100,000.00			\$ 175,000.00
E	Urban Forestry Inspections, Coordination, and Management									
E1	Program Manager			\$ 123,415.09			\$ 123,415.09			\$ 127,117.54
E2	Urban Forestry Tree Supervisor			\$ 101,994.56			\$ 101,994.56			\$ 105,054.40
E3	Program Coordinator			\$ 104,403.27			\$ 104,403.27			\$ 107,535.37
F	Water Conservation									
F1	Water Conservation			\$ 50,000.00			\$ 50,000.00			\$ 50,000.00
G	Civic Engagement									
G1	Development & production of promotional materials			\$ 115,022.64			\$ -			\$ 44,115.97
G2	Equity and urban heat island engagement			\$ 200,000.00			\$ -			\$ 150,000.00
G3	Pilot Projects			\$ 20,000.00			\$ -			\$ 20,000.00
H	LADWP Program Development & Management									
H1	Energy savings data management, verification & reporting			\$ 200,000.00			\$ -			\$ 100,000.00
H2	City Plants management & coordination			\$ 450,000.00			\$ -			\$ 225,000.00
				\$ 3,392,511.32			\$ 2,407,488.68		3 Year MOU Total	\$ 8,700,000.00
*Contractor will bill actual unit prices whenever applicable										

\*Contractor will bill actual unit prices wherever applicable