

# APPROVED

JAN 16 2019

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-017

DATE January 16, 2019

C.D. 1 and 14

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ERNEST E. DEBS REGIONAL PARK – APPROVAL OF FINAL PLANS FOR THE URBAN FORESTRY AND HABITAT RESTORATION PROJECT; MEMORANDUM OF AGREEMENT (MOA) WITH NORTH EAST TREES (NET) FOR THE URBAN FORESTRY AND HABITAT RESTORATION PROJECT; APPROVAL OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(8) [MAINTENANCE OF EXISTING LANDSCAPING AND BRUSH CLEARANCE] AND CLASS 4(3) [LANDSCAPING AND TREE PLANTING] OF CITY OF LOS ANGELES CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
 R. Barajas		S. Piña-Cortez	_____
H. Fujita	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the final plans and specifications and work plan (Attachment A) for the Ernest E. Debs Regional Park – Urban Forestry and Habitat Restoration Project (Project) as submitted by North East Trees (NET);
2. Approve the Memorandum of Agreement (MOA) with NET regarding the Project which would allow for landscaping, installation of temporary irrigation equipment, installation of storm water capture systems; removal of invasive weeds; and performance of maintenance and plant establishment work as defined in the MOA (See Attachment B) and in accordance with the above mentioned plans;
3. Authorize the Board of Recreation and Park Commissioners' (Board) President and Secretary to execute proposed MOA upon receipt of the necessary approvals;
4. Direct the Board Secretary to transmit forthwith the MOA to the City Council for approval and concurrently to the City Attorney for review and approval as to form;
5. Direct Department of Recreation and Parks (RAP) staff to issue a Right of Entry Permit to North East Trees to allow them to access to Ernest E. Debs Regional Park in accordance with the terms and conditions of the MOA;

## BOARD REPORT

PG. 2 NO. 19-017

6. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);
7. Authorize the RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE; and,
8. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Ernest E. Debs Regional Park (Park) is a 318.62-acre park located at 4235 Monterey Road in Northeast Los Angeles. It is an unstaffed park that contains picnic tables, barbeque pits, and nature trails. RAP partnered with the Audubon Society to offer nature programs to the community at the Park. The Park is located in a very dense and low-income community that is in great need of open space area. The Project will be located in the southwest portion of the Park.

On May 31, 2018, NET, a 501(c)(3) non-profit community based organization, received a grant from the State of California's State Conservancy (Conservancy) under the Proposition 1 grant program for the Urban Forestry and Habitat Restoration at Ernest E Debs Regional Park Project (Grant), pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code. The Grant is for a sum not to exceed \$300,000 (Three hundred thousand dollars). NET shall use these grant funds to complete the Project.

The Project consists of preparation of final designs plans; permitting light corrective grading; invasive plant removal; planting of 247 native trees and 40 non-native trees and 988 shrubs, and installation of temporary low-flow irrigation systems for plant establishment, all at the Park. NET will, to the greatest extent possible, work with local at risk youth to install the Project. The Project will restore 4.5 acres in the southeastern end of the 318.62-acre Park. The Park is adjacent to Rose Hill Park and the Montecito Heights neighborhood. NET will be responsible for the maintenance and plant establishment of the newly installed landscape for the term of the MOA (See Attachment B).

On April 12, 2018 NET presented the schematic concept documentation plans for the Project to RAP staff's capital improvement committee. The committee made comments on the plans and instructed NET to revise the plans to incorporate the comments and return to the committee for final review of the plans.

On September 13, 2018 NET presented final construction plans/documentation to the staff's capital improvement committee. The plans showed the exact locations of all trees and shrubs, interpretative signs, bio retention swales, and irrigation equipment.

## BOARD REPORT

PG. 3 NO. 19-017

### TREES AND SHADE

The proposed Project will have 247 15-gallon native trees and 40 15-gallon non- native trees (see Attachment A).

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of maintenance of existing landscapes and native growths; brush clearance for weed abatement; new tree planting and landscaping, installation of a temporary irrigation system; and the maintenance, restoration and enhancement of plant habitats that do not exceed 5 ac in size. As such, staff recommends that the Board of Park and Recreation Commissioners determine that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) and Class 4(3) of City CEQA Guidelines, as well as pursuant to Article 19, Section 15301(d), 15304(b) and 15333(d4) of California CEQA Guidelines.

### FISCAL IMPACT STATEMENT

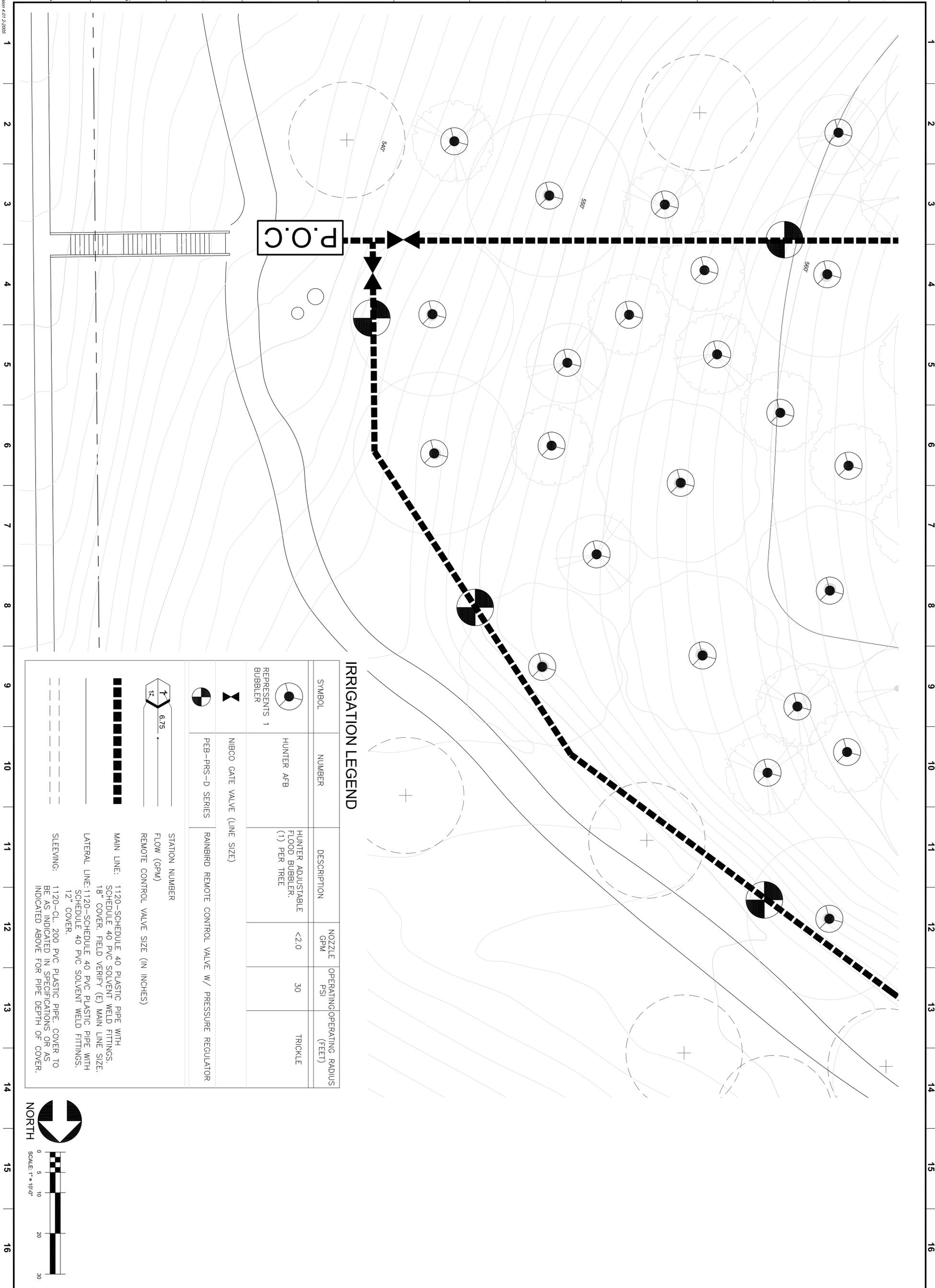
There is no fiscal impact on RAP's General Fund as the funds for the Project will come from NET through the Grant funds.

This Report was prepared by Craig A. Raines, Landscape Architect Associate III, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENT(S)

- 1) Attachment A – North East Trees Drawings
- 2) Attachment B – Memorandum of Agreement
- 3) Attachment C – Standard Agreement





**IRRIGATION LEGEND**

SYMBOL	NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
	REPRESENTS 1 BUBBLER	HUNTER AFB HUNTER ADJUSTABLE FLOOD BUBBLER, (1) PER TREE	<2.0	30	TRICKLE
	NIBCO GATE VALVE (LINE SIZE)				
	PEB--PRS--D SERIES	RAINBIRD REMOTE CONTROL VALVE W/ PRESSURE REGULATOR			

STATION NUMBER

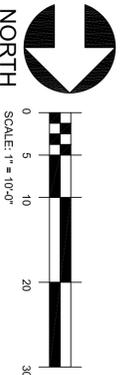
FLOW (GPM)

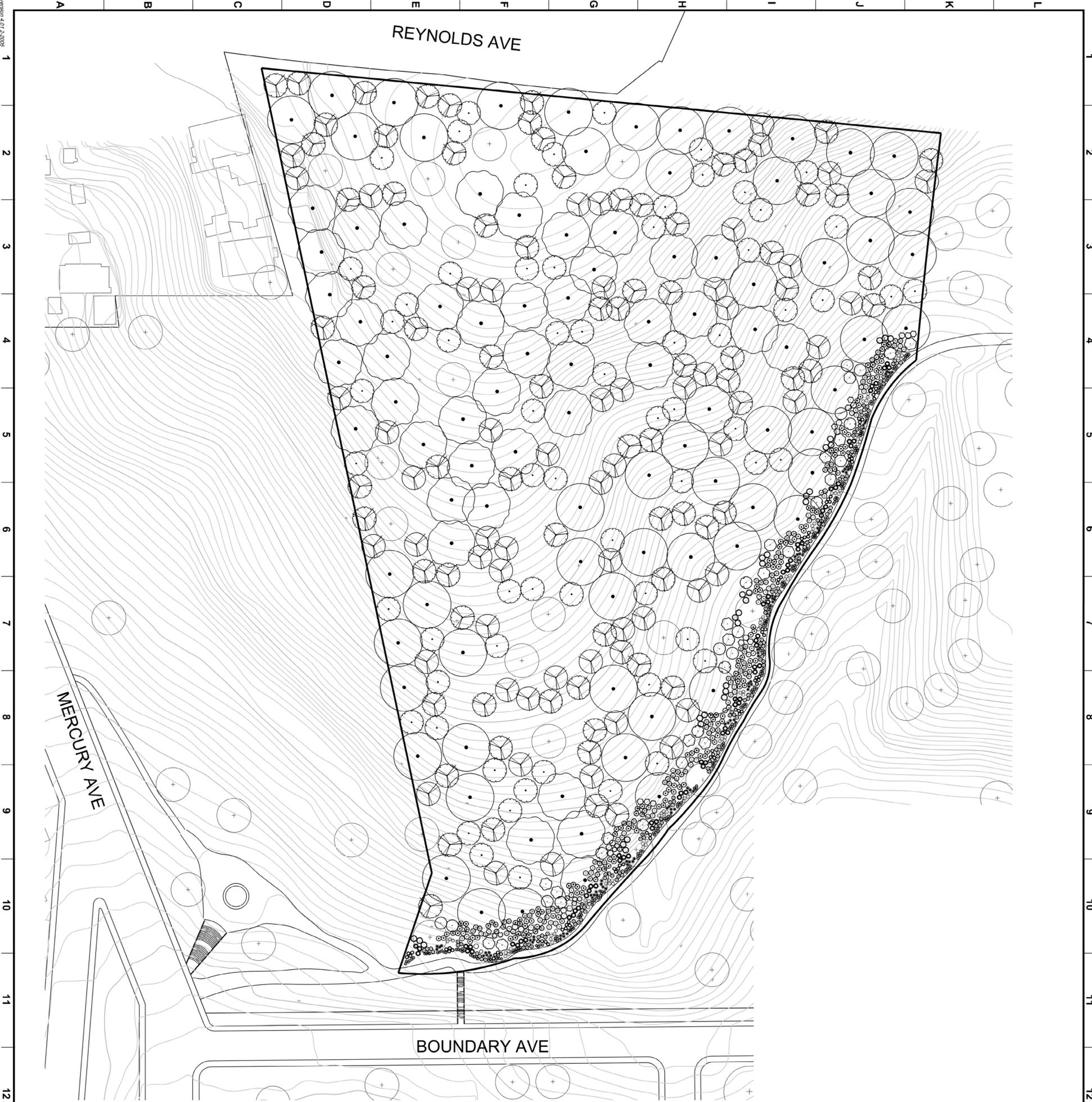
REMOTE CONTROL VALVE SIZE (IN INCHES)

MAIN LINE: 1120-SCHEDULE 40 PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS, 18" COVER. FIELD VERIFY (E) MAIN LINE SIZE.

LATERAL LINE: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS, 12" COVER.

SLEEVING: 1120-CL. 200 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.

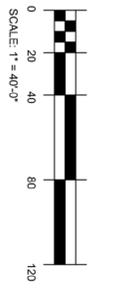




MERCURY AVE

REYNOLDS AVE

BOUNDARY AVE



TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	QTY
	HET AR8	Heteromeles arbutifolia / Toyon	5 gal	65
	JUG CA2	Juglans californica californica / Southern California Black Walnut	5 gal	57
	QUE AGR	Quercus agrifolia / Coast Live Oak	15 gal	55
	QUE EN2	Quercus engelmannii / Engelmann Oak	15 gal	42
	SAM MEX	Sambucus mexicana / Mexican Elderberry	5 gal	76
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	ACH MIL	Achillea millefolium / Common Yarrow	1 gal	61
	ARC GLA	Arctostaphylos glauca / Manzanita Big Berry	5 gal	9
	ART CAL	Artemisia californica / California Sagebrush	1 gal	9
	ASC ERI	Asclepias ericarpa / Indian Milkweed	1 gal	54
	ASC FAS	Asclepias fascicularis / Mexican Whorled Milkweed	1 gal	54
	BAC CON	Baccharis pilularis consanguinea / Coyote Brush	1 gal	30
	CEA SKY	Ceanothus thyrsiflorus / Skylerk / Skylerk Ceanothus	5 gal	24
	DIP AUR	Dipacus aurantiacus / Sticky Monkeyflower	1 gal	99
	ENC CAL	Eriola californica / California Eriola	1 gal	31
	ERI FAS	Eriogonum fasciculatum / Common Buckwheat	1 gal	33
	ESC CAL	Escrochordiza californica / California Poppy	4" pot	249
	FRA CAL	Frangula californica / California Coffeeberry	5 gal	8
	JUN PAT	Juncus patens / California Gray Rush	1 gal	70
	LOT SCO	Lotus scoparius / California Deer Weed	1 gal	70
	MAL LAU	Malosma laurifolia / Laurel Sumac	5 gal	9
	MEL IMP	Melica imperfolia / Imperfolia Melic	1 gal	72
	PEN SPE	Penstemon speciosus / Showy Penstemon	1 gal	27
	RIU INT	Rhus integrifolia / Lemonade Berry	5 gal	11
	SAL API	Salvia apiana / White Sage	1 gal	27
	SAL MEL	Salvia mellifera / Black Sage	1 gal	30
	SAL SPA	Salvia spathulifera / Hummingbird Sage	1 gal	27
	STI PUL	Stipa pulchra / Purple Needle Grass	1 gal	80

CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

DRAWING NO.  
**L-3.1**  
SHEET OF XX SHEETS

PROJECT ID. NO.  
DRAWN BY:  
PROJECT: **DEBS PARK URBAN FORESTRY & HABITAT RESTORATION**  
ADDRESS: **4235 MONTEREY RD, LOS ANGELES 90032**

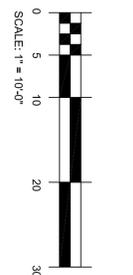
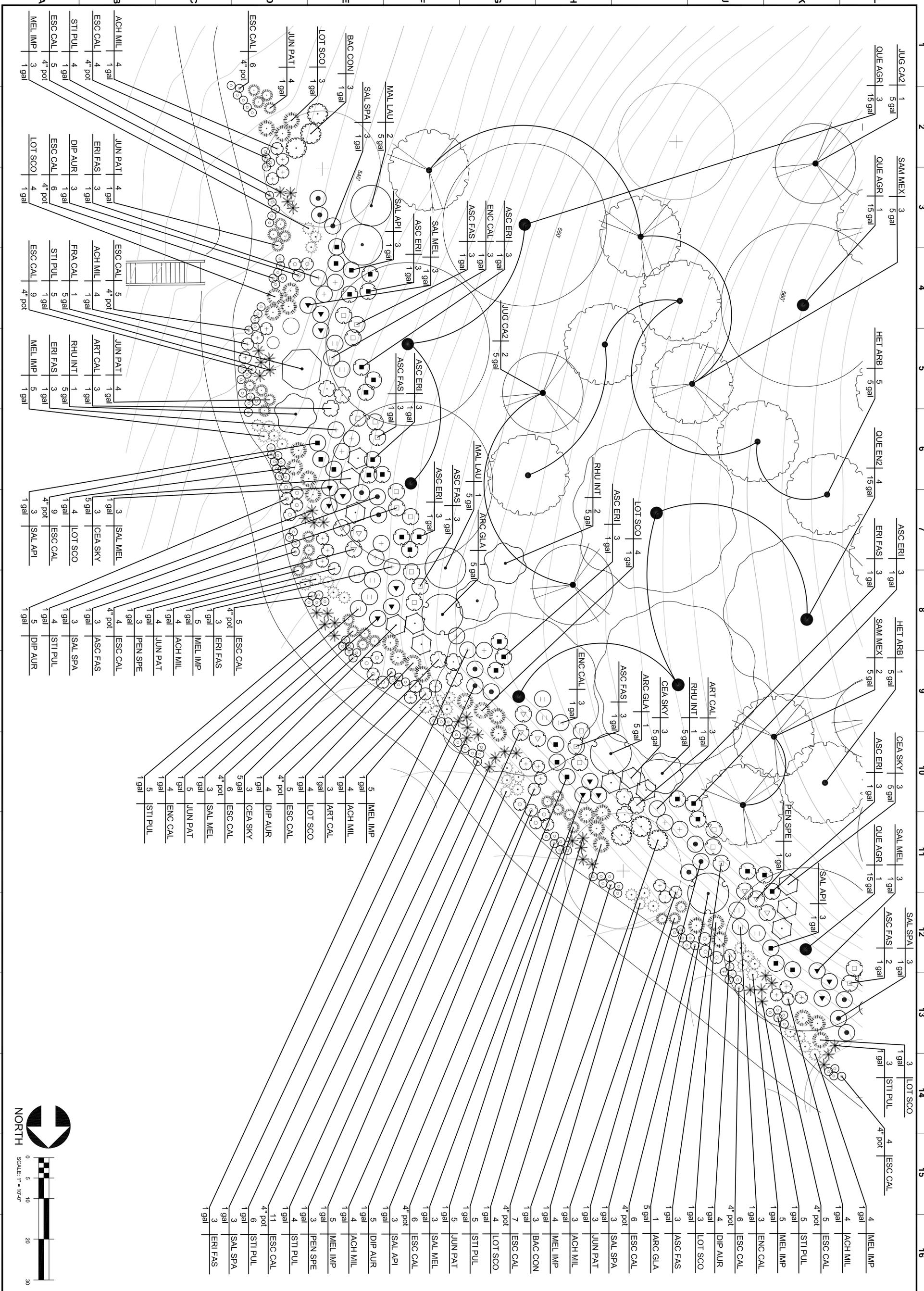
GEN. MANAGER  
**MIKE SHULL**  
ACCEPTED BY:  
C. SANTO DOMINGO, SUPERINTENDENT  
DATE  
FOR BOARD OF RECREATION + PARKS  
DATE

prepared by: **North East Trees**  
570 West Avenue 26  
Los Angeles, CA 90065  
phone: 323.441.8634  
fax: 323.441.8618  
info@northeasttrees.org

NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED SERIAL NO.

INDEX NO.



**CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS**

**L-3.2**  
SHEET OF XX SHEETS

VERTICAL CONTROL : 11-08292.NGV.D29\_1985.ADJ  
 HORIZONTAL CONTROL : N/A

SHEET TITLE : \_\_\_\_\_ DRAWN BY : \_\_\_\_\_

PROJECT : **DEBS PARK URBAN FORESTRY & HABITAT RESTORATION**

ADDRESS : **4235 MONTEREY RD, LOS ANGELES 90032**

**MIKE SHULL** GEN. MANAGER  
 ACCEPTED BY : \_\_\_\_\_

C. SANTO DOMINGO, SUPERINTENDENT DATE \_\_\_\_\_

FOR BOARD OF RECREATION + PARKS DATE \_\_\_\_\_

prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED SERIAL NO. \_\_\_\_\_

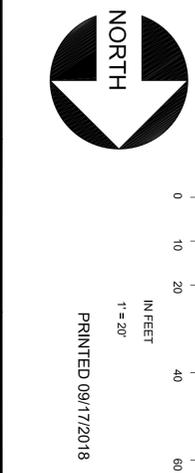
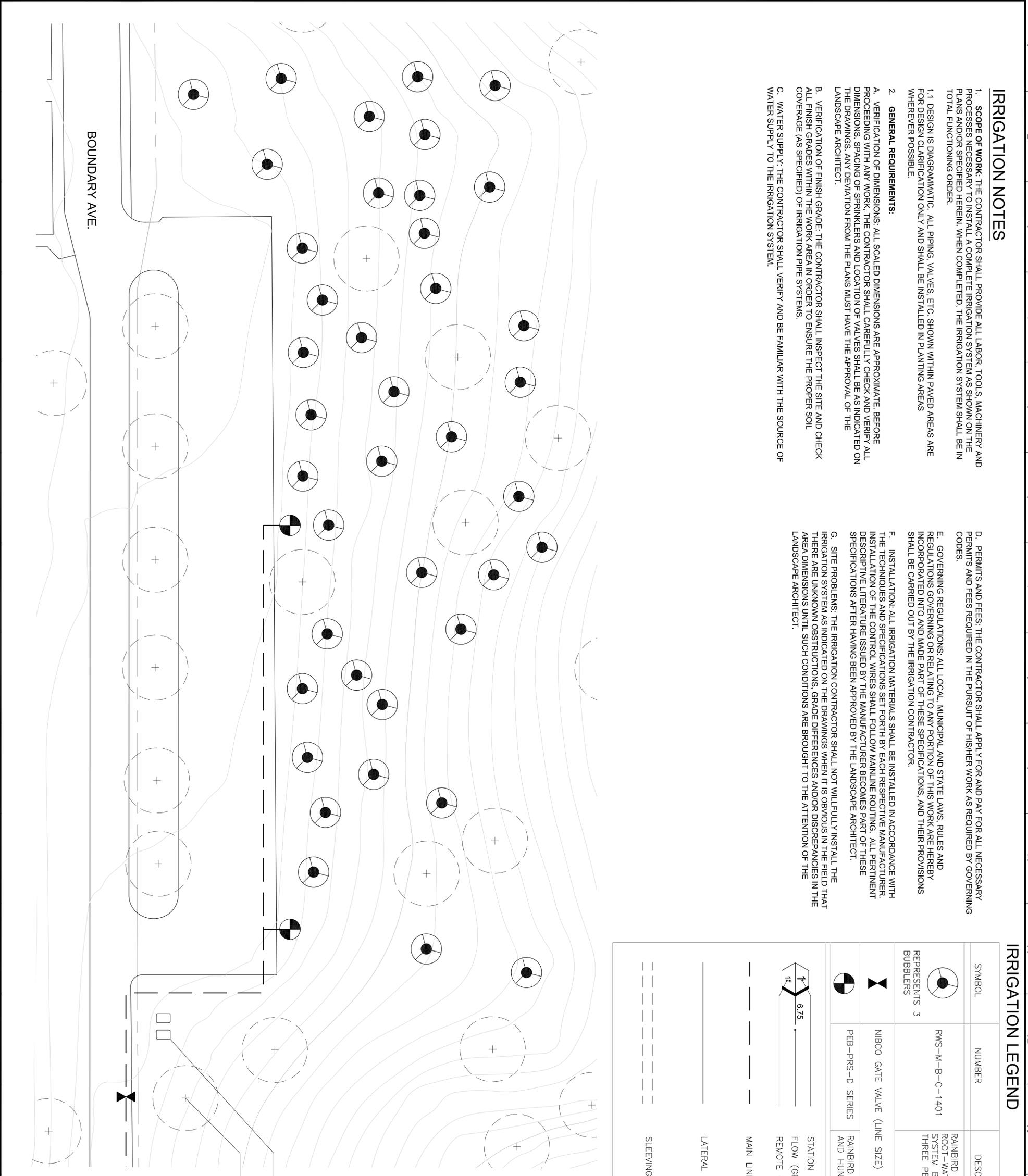
INDEX NO. \_\_\_\_\_

### IRRIGATION NOTES

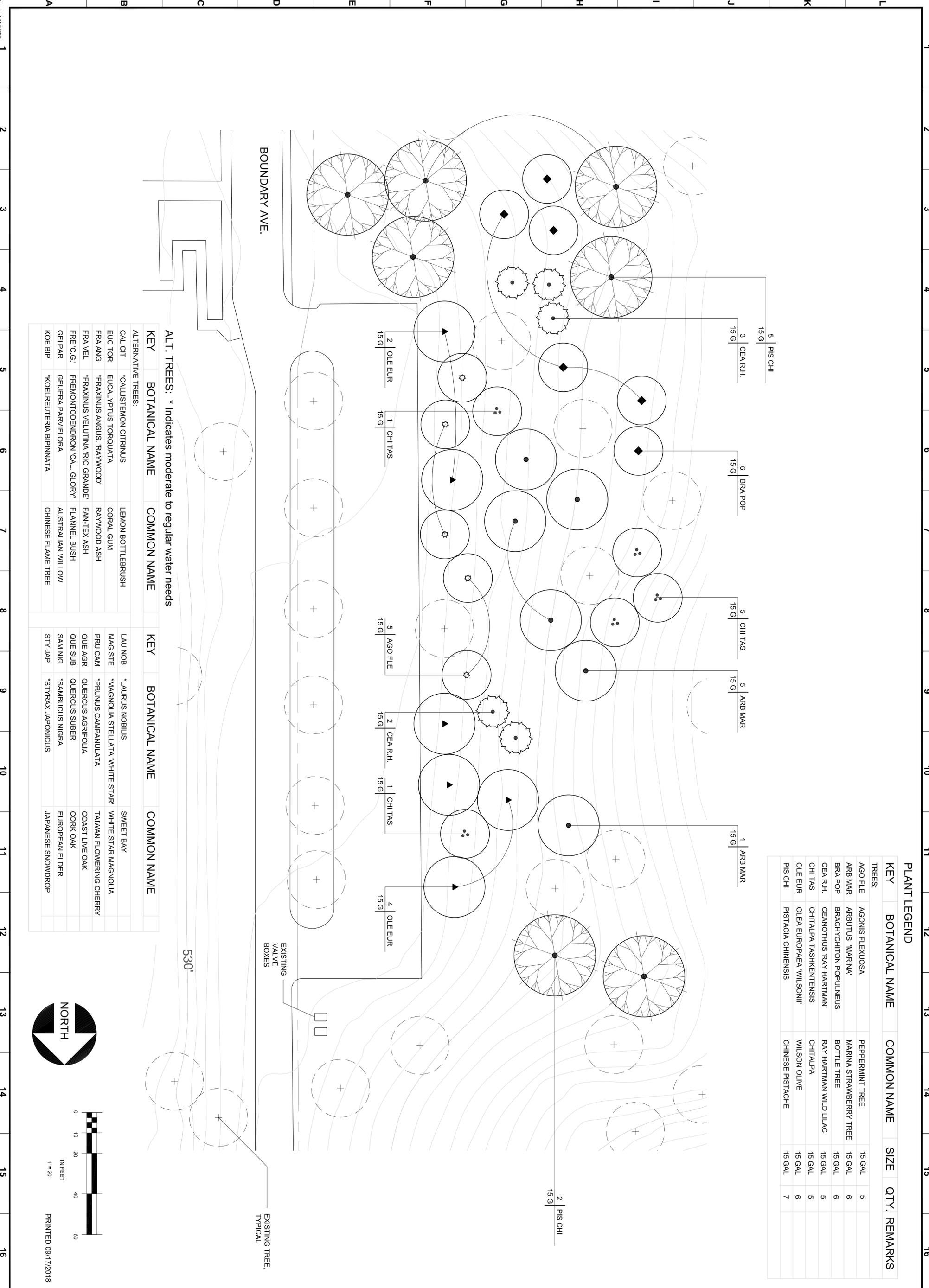
1. **SCOPE OF WORK:** THE CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MACHINERY AND PROCESSES NECESSARY TO INSTALL A COMPLETE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND/OR SPECIFIED HEREIN. WHEN COMPLETED, THE IRRIGATION SYSTEM SHALL BE IN TOTAL FUNCTIONING ORDER.
- 1.1 DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
2. **GENERAL REQUIREMENTS:**
  - A. VERIFICATION OF DIMENSIONS: ALL SCALED DIMENSIONS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS, SPACING OF SPRINKLERS AND LOCATION OF VALVES SHALL BE AS INDICATED ON THE DRAWINGS. ANY DEVIATION FROM THE PLANS MUST HAVE THE APPROVAL OF THE LANDSCAPE ARCHITECT.
  - B. VERIFICATION OF FINISH GRADE: THE CONTRACTOR SHALL INSPECT THE SITE AND CHECK ALL FINISH GRADES WITHIN THE WORK AREA IN ORDER TO ENSURE THE PROPER SOIL COVERAGE (AS SPECIFIED) OF IRRIGATION PIPE SYSTEMS.
  - C. WATER SUPPLY: THE CONTRACTOR SHALL VERIFY AND BE FAMILIAR WITH THE SOURCE OF WATER SUPPLY TO THE IRRIGATION SYSTEM.
  - D. PERMITS AND FEES: THE CONTRACTOR SHALL APPLY FOR AND PAY FOR ALL NECESSARY PERMITS AND FEES REQUIRED IN THE PURSUIT OF HIS/HER WORK AS REQUIRED BY GOVERNING CODES.
  - E. GOVERNING REGULATIONS: ALL LOCAL, MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THESE SPECIFICATIONS, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE IRRIGATION CONTRACTOR.
  - F. INSTALLATION: ALL IRRIGATION MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE TECHNIQUES AND SPECIFICATIONS SET FORTH BY EACH RESPECTIVE MANUFACTURER. INSTALLATION OF THE CONTROL WIRES SHALL FOLLOW MAINLINE ROUTING. ALL PERTINENT DESCRIPTIVE LITERATURE ISSUED BY THE MANUFACTURER BECOMES PART OF THESE SPECIFICATIONS AFTER HAVING BEEN APPROVED BY THE LANDSCAPE ARCHITECT.
  - G. SITE PROBLEMS: THE IRRIGATION CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT THERE ARE UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES AND/OR DISCREPANCIES IN THE AREA DIMENSIONS UNTIL SUCH CONDITIONS ARE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

### IRRIGATION LEGEND

SYMBOL	NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
	RWS-M-B-C-1401	RAINBIRD ROOT-WATERING SYSTEM BUBBLER. THREE PER TREE	0.25	30	TRICKLE
	NIBCO GATE VALVE (LINE SIZE)				
	PEB-PRS-D SERIES	RAINBIRD REMOTE CONTROL VALVE W/ PRESSURE REGULATOR AND HUNTER NODE 100, ONE PER VALVE			
	STATION NUMBER				
	FLOW (GPM)				
	REMOTE CONTROL VALVE SIZE (IN INCHES)				
	MAIN LINE:	1120-SCHEDULE 40 PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER. FIELD VERIFY (E) MAIN LINE SIZE.			
	LATERAL LINE:	1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.			
	SLEEVING:	1120-CL. 200 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.			



<b>CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS</b>		<b>MIKE SHULL</b> GEN. MANAGER ACCEPTED BY:	prepared by: <b>North East Trees</b> 570 West Avenue 26 Los Angeles, CA 90065 phone: 323.441.8634 fax: 323.441.8618 info@northeasttrees.org
VERTICAL CONTROL: 11-08292 NGVD29, 1985 ADJ HORIZONTAL CONTROL: N/A	SHEET TITLE: _____ DRAWN BY: _____ PROJECT: <b>DEBS PARK URBAN FORESTRY &amp; HABITAT RESTORATION</b> ADDRESS: <b>4235 MONTEREY RD, LOS ANGELES 90032</b>	C. SANTO DOMINGO, SUPERINTENDENT DATE _____ FOR BOARD OF RECREATION + PARKS DATE _____	REVISION DESCRIPTION DATE BY WORK ACCEPTED SERIAL NO. INDEX NO.



KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS
TREES:					
AGO FLE	AGONIS FLEXUOSA	PEPPERMINT TREE	15 GAL	5	
ARB MAR	ARBUTUS 'MARINA'	MARINA STRAWBERRY TREE	15 GAL	6	
BRA POP	BRACHYCHITON POPULNEUS	BOTTLE TREE	15 GAL	6	
CEA R.H.	CEANOTHUS 'RAY HARTMAN'	RAY HARTMAN WILD LILAC	15 GAL	5	
CHI TAS	CHITLAPA TASHKENTENSIS	CHITLAPA	15 GAL	5	
OLE EUR	OLEA EUROPAEA 'WILSONII'	WILSON OLIVE	15 GAL	6	
PIS CHI	PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL	7	

ALT. TREES: \* Indicates moderate to regular water needs

KEY	BOTANICAL NAME	COMMON NAME	KEY	BOTANICAL NAME	COMMON NAME
ALTERNATIVE TREES:					
CAL CIT	*CALLISTEMON CITRINUS	LEMON BOTTLEBRUSH	LAU NOB	*LAURUS NOBILIS	SWEET BAY
EUC TOR	EUCALYPTUS TORQUATA	CORAL GUM	MAG STE	*MAGNOLIA STELLATA WHITE STAR'	WHITE STAR MAGNOLIA
FRA ANG	*FRAXINUS ANGUS 'RAYWOOD'	RAYWOOD ASH	PRU CAM	*PRUNUS CAMPANULATA	TAIWAN FLOWERING CHERRY
FRA VEL	*FRAXINUS VELUTINA 'RIO GRANDE'	FAN-TEX ASH	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK
FRE 'C.G.'	FREMONTODENDRON 'CAL. GLORY'	FLANNEL BUSH	QUE SUB	QUERCUS SUBER	CORK OAK
GEI PAR	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	SAMI NIG	*SAMBUCCUS NIGRA	EUROPEAN ELDER
KOE BIP	*KOEUREUTERIA BIPINNATA	CHINESE FLAME TREE	STY JAP	*STRAX JAPONICUS	JAPANESE SNOWDROP

**WORK PROGRAM**  
**For City of Los Angeles Department of Recreation and Parks Board Report**

**I. PROJECT DESCRIPTION**

The purpose of this project is preparation of final designs; permitting; light corrective grading; invasive plant removal; planting of native trees and plants; vegetated swale installation; and installation of temporary low-flow irrigation systems for plant establishment; to achieve restoration of 4.5 acres in the southeastern end of the 282-acre Debs Park.

The project also will plant approximately 40 non-native, drought tolerant trees in an adjacent picnic and parking area; these species were chosen by The City of Los Angeles, Department of Recreation and Parks as being the species best suited for that specific area.

The project also includes post-construction maintenance and monitoring.

The project will hire and train local at-risk youth as part of the outreach, construction, and planting phases. The project will educate the local communities on the benefits the project brings to the park and to the City's goals for clean air and water. The project will provide volunteer opportunities to the local communities as part of the planting phases of the project.

**II. SCOPE OF WORK**

**Task 1: Project Management**

North East Trees (NET) will coordinate with The City of Los Angeles, Department of Recreation and Parks and the State Coastal Conservancy (project funder), to keep them informed about the status of the project. NET will be responsible managing the budget and schedule, submitting requests for disbursement, and other project management activities.

**Task Deliverable(s):** Progress reports, invoices, and relevant meeting notes

**Task 2: Outreach and Education**

NET will engage and educate the public through community meetings on the challenges posed by climate change and how the proposed project ideas can be used by them, to become more climate ready.

**Task Deliverable(s):** Community Outreach Report

**WORK PROGRAM**  
**For City of Los Angeles Department of Recreation and Parks Board Report**

**Task 3: Design/CEQA/Permitting**

NET will have ongoing co-ordination with the City of Los Angeles Department of Recreation and Parks to secure permits and approval for construction documents for various project elements.

**Task Deliverable(s):** Right of Entry Permit, Notice of Exemption, 100% Construction Documents

**Task 4: Site Preparation**

Preparation of construction site prior to actual construction, non-native plant removal, brush clearance/grubbing, and light corrective grading.

**Task Deliverable(s):** Prepared site ready for construction and planting

**Task 5: Construction of Bioswale / Stormwater Infiltration System**

Construction of the stormwater features including bioswales and natural Low Impact Development (LID) stormwater infiltration Best Management Practices (BMP).

**Task Deliverable(s):** Installed bioswales and natural LID stormwater infiltration BMPs

**Task 6: Installation of Irrigation System**

Installation of the temporary low flow irrigation system that will water the new plantings through the establishment phase of approximately 3 years.

**Task Deliverable(s):** Installed irrigation system

**Task 7: Planting**

Planting of approximately 300 trees and 800 understory plants to enhance the beauty of the park and provide habitat while improving air quality, helping control stormwater runoff, reducing soil erosion, and reducing greenhouse gases.

**Task Deliverable(s):** Installation of 300 trees and 800 understory plants

**Task 8: Establishment**

The establishment phase is critical to any successful planting and Urban Forestry project. The NET Urban Forestry team will regularly monitor the new plantings to ensure they are being appropriately watered, weeded, and mulched.

**Task Deliverable(s):** Monitoring and establishment reports

**WORK PROGRAM**  
**For City of Los Angeles Department of Recreation and Parks Board Report**

**III. PROPOSED SCHEDULE**

*Assumed start date: December 1<sup>st</sup>, 2018*

<b><u>Task</u></b>	<b><u>Task Title</u></b>	<b><u>Deliverable</u></b>	<b><u>Estimated Completion Dates</u></b>
1	Project Management	<ul style="list-style-type: none"> <li>Progress reports, invoices, and relevant meeting notes</li> </ul>	Monthly or bi-monthly throughout the contract term
2	Outreach and Education	<ul style="list-style-type: none"> <li>Community Outreach Report</li> </ul>	<ul style="list-style-type: none"> <li>Spring 2021</li> </ul>
3	Design/CEQA/Permitting	<ul style="list-style-type: none"> <li>Right of Entry Permit</li> <li>Notice of Exemption</li> <li>100% Construction Documents</li> </ul>	<ul style="list-style-type: none"> <li>Spring 2019</li> </ul>
4	Site Preparation	<ul style="list-style-type: none"> <li>Invasive plant control</li> <li>Prepared site</li> </ul>	<ul style="list-style-type: none"> <li>Summer 2019</li> </ul>
5	Construction of Bioswale /Stormwater Infiltration System	<ul style="list-style-type: none"> <li>Installed bioswales and natural LID stormwater infiltration BMPs.</li> </ul>	<ul style="list-style-type: none"> <li>Fall 2019</li> </ul>
6	Installation of Irrigation System	<ul style="list-style-type: none"> <li>Installed irrigation system</li> </ul>	<ul style="list-style-type: none"> <li>Summer 2020</li> </ul>
7	Planting	<ul style="list-style-type: none"> <li>Installed trees and plants</li> </ul>	<ul style="list-style-type: none"> <li>Fall 2020</li> </ul>
8	Establishment	<ul style="list-style-type: none"> <li>Monitoring and establishment reports</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>

9/26/2018

North East Trees  
Urban Forestry and Habitat Restoration at Debs Park

**WORK PROGRAM**  
**For City of Los Angeles Department of Recreation and Parks Board Report**

**IV. BUDGET OVERVIEW**

<b>Task</b>	<b>Task</b>	<b>Coastal Conservancy</b>	<b>Applicant's Funding</b>	<b>Other Funds</b>	<b>Total Cost</b>
1	Project Management	\$15,000		\$ 5,000	<b>\$ 20,000</b>
2	Outreach and Education	\$ 36,000	\$ 35,000		<b>\$ 71,000</b>
3	Design, CEQA, Permitting	\$ 24,000	\$ 5,000	\$ 10,000	<b>\$ 39,000</b>
4	Site Prep, Grading	\$ 4,500			<b>\$ 4,500</b>
5	Bioswale and stormwater infiltration	\$ 50,500			<b>\$ 50,500</b>
6	Install temporary irrigation	\$ 25,000			<b>\$ 25,000</b>
7	Planting	\$ 93,000			<b>\$ 93,000</b>
8	Establishment	\$ 52,000	\$ 10,000	\$ 35,000	<b>\$ 97,000</b>
<b>TOTAL</b>		<b>\$ 300,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 400,000</b>

## **MEMORANDUM OF AGREEMENT**

**Between  
North East Trees  
and the City of Los Angeles  
Department of Recreation and Parks**

**This agreement regarding the responsibilities for the Urban Forestry and Habitat Restoration at Ernest E. Debs Regional Park Project, Project No. 16-050-01 (Project), funded by the State of California’s Coastal Conservancy Proposition 1 Grant Program (Integrated Coastal and Marine Resource Protection category). Agreement is entered into on October 24, 2018 between North East Trees (“North East Trees”), a 501(c)(3) nonprofit organization, and the City of Los Angeles, Department of Recreation and Parks (“City”), collectively referred to as “Parties” or individually as “Party.”**

### **I. Background:**

- A. North East Trees (NET) submitted a grant application to fund the Project and the State of California’s Coastal Conservancy Proposition 1 Grant Program subsequently awarded funding to NET. See grant agreement and application attached as Exhibit A, Grant Agreement No. 17-056, administered by the California State Coastal Conservancy to North East Trees.
- B. The Project includes the planting of trees and shrubs, extending an existing irrigation system to water them, maintaining this installation throughout the performance period of the grant.
- C. The Project is located on property owned by the City of Los Angeles Department of Recreation and Parks, in the southwestern portion of Ernest E. Debs Regional Park.
- D. The City conducted a preliminary environmental review for the Project, and prepared a draft Notice of Exemption pursuant to the California Environmental Quality Act on January 27, 2017. The City will file the Notice of Exemption with the County Clerk, 12400 E. Imperial Highway, Norwalk, CA 90650 within 10 business days after the Board of Recreation and Parks Commissioners has approved the Project.

### **II. Agreements by the City:**

#### **The City agrees to the following:**

- A. The City will implement oversight of the Project, which will include the following activities: 1) complete all necessary environmental reviews, 2) complete and coordinate all necessary design reviews, and 3) authorize and inspect all planting and installation activities in a timely manner. Design review provided by the City will follow the City’s Project Review Process (Exhibit B).
- B. The City will issue right-of-entry permits to North East Trees and its subcontractors to allow for access to Ernest E. Debs Regional Park for the Project during construction and throughout the maintenance period, including any maintenance that may be required beyond the Term of this Agreement but within the Term of North East Tree’s Grant Agreement No. 17-056 with the Coastal Conservancy.

- C. The City will allow North East Trees access to the existing irrigation system to establish the point of connection for installation and operation of new temporary irrigation to ensure plant establishment.
- D. The project may not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.
- E. The City will provide, if available, as-built/record drawings to assist with the design.

### **III. Agreements by North East Trees:**

#### **North East Trees agrees to the following:**

- A. Will complete the Project according to the Project timeline submitted by NET.
- B. Retain its nonprofit status pursuant to the General Nonprofit Corporation Law of the state of California.
- C. Submit documentation and attend meetings as necessary to comply with the "Twelve (12) Step Project Review Process," as established by the City (Exhibit B).
- D. To provide invasive species control consistent with The 'Ernest E. Debs Park "Dirty Dozen" Weeds Identification' booklet created by the City. Manual, mechanical, or chemical control of invasive species will take place in the planting areas in compliance with RAP standards. See Exhibit C.
- E. Complete all aspects of the tree and shrub planting work and temporary irrigation system installation. North East Trees will maintain the plantings and all work performed in accordance with the requirements set out in Grant Agreement No. 17-056 after acceptance of the completed project by the California State Coastal Conservancy.
- F. For the purposes of this Agreement, "plant material" refers to any trees, shrubs, groundcovers, grasses, or other vegetation installed in accordance with the Grant Agreement entered between North East Trees and the California State Coastal Conservancy, including all non-native plant material and covers all original defects in plant material and workmanship. North East Trees will replace any broken, vandalized or dead plant material installed within 90 days after final inspection. Tree planting will comply with RAP standards.
- G. In accordance with the Grant Agreement between North East Trees and the California State Coastal Conservancy, work performed under the Grant Agreement is subject to the prevailing wage and other related requirements of the California Labor Code ("Prevailing Wage"). North East Trees shall pay Prevailing Wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.
- H. Per the Grant Agreement entered between North East Trees and the California State Coastal Conservancy, North East Trees shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. North East Trees shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- I. North East Trees to maintain the temporary irrigation system in working condition for the duration of this agreement with the City.
- J. North East Trees will, to the greatest extent possible, utilize a crew of local at-risk youth to install the project, providing them with training and employment. Additionally, North East Trees will work with local school students to teach them about ecological restoration in an urban setting, and will engage and educate community members about natural systems, and low tech, lightly engineered methods for rainwater capture and infiltration.
- K. Per the Grant Agreement entered between North East Trees and the California State Coastal Conservancy, within thirty (30) days of completion of the project, North East Trees shall supply the Conservancy with evidence of completion by submitting a final report which includes 'As-Built' drawings of the completed project. Dated copies of 'As-Built' drawings will also be delivered electronically to the City for its records.
- L. Per the Grant Agreement entered between North East Trees and the California State Coastal Conservancy, all work shall be completed by March 31, 2021 ("the completion date").
- M. Per the Grant Agreement entered between North East Trees and the California State Coastal Conservancy, insurance coverage procured and maintained by North East Trees shall include the policies described on pages 10-12 of the Grant Agreement. See Exhibit A. North East Trees has furnished to the California State Coastal Conservancy certificates, amendatory endorsements, or copies of applicable policy language effecting coverage required pursuant to entering into and complying with the Grant Agreement.

#### **IV. Agreement Term:**

This Memorandum of Agreement between North East Trees and the City of Los Angeles Department of Recreation and Parks, in accordance with the criteria established by the California State Coastal Conservancy's Prop. 1 Grants Program, shall take effect on the on the date the last duly authorized representative of the Parties signs the Agreement ("Effective Date"). This Agreement shall run from the Effective Date through March 20, 2031.

#### **V. General Provisions:**

- A. This Agreement is governed by, interpreted under, and enforced in accordance with the laws of the State of California.
- B. No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.
- C. Either Party may terminate this Agreement for any reason in whole or in part by providing thirty (30) calendar days prior, written notice to the other Party by certified mail with return receipt requested. Such right of termination shall not be unreasonably exercised.
- D. The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.
- E. In no event shall North East Trees be liable for delays, damages, losses or warranty claims caused, in whole or in part, by circumstances beyond its reasonable control, including, but not limited to: acts of God, theft vandalism, animals, fire, flood, earthquakes, adverse weather, interruption of water or electrical supply, strikes, lockouts, war, or other hostilities.

F. Locus: This Agreement is deemed to be entered into in the County of Los Angeles.

**VI. Notices:**

A. All notices required to be given in accordance to the terms of this Agreement shall either be personally delivered, electronically delivered, or delivered by certified mail return receipt requested to:

North East Trees  
Attention: Mark B. Kenyon, Executive Director  
570 West Avenue 26, Suite 200  
Los Angeles, CA 90065

City of Los Angeles Department of Recreation and Parks  
Attention: \_\_\_\_\_  
221 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012

All mailed notices shall be deemed received five (5) working days after being deposited in the U.S. mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first written above:

The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By:

\_\_\_\_\_  
President

By:

\_\_\_\_\_  
Secretary

North East Trees, a California public benefit, nonprofit corporation

By:

\_\_\_\_\_  
Mark B. Kenyon, Executive Director

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to Form:

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

Michael N. Feuer,  
City Attorney

By \_\_\_\_\_

Deputy City Attorney

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 17-056	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-4320174	

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of May, 2018, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME North East Trees		, hereafter called the Grantee.

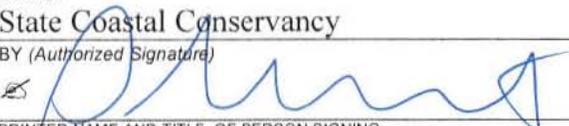
The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

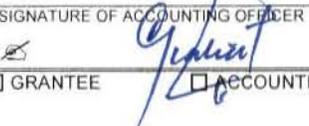
**SCOPE OF AGREEMENT**

Pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the North East Trees ("the grantee") a sum not to exceed \$300,000 (three hundred thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at Debs Park in Los Angeles City and County, as shown on Exhibit A, which is incorporated by reference and attached.

*(Continued on following pages)*

The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy	GRANTEE (if other than an individual, state whether a corporation, partnership, etc.) North East Trees		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Mark Kenyon, Executive Director		
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 570 West Avenue 26, Suite 200 Los Angeles, CA 90065 Phone: (323) 441-8634		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$300,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance (OPTIONAL USE) Urban Forestry and Habitat Restoration at Debs Park	FUND TITLE Water Quality, Supply and Infrastructure Improvement...
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3760-101-608300007 (B5862)	CHAPTER 23
TOTAL AMOUNT ENCUMBERED TO DATE \$300,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Prop 1	STATUTE 2016
SIGNATURE OF ACCOUNTING OFFICER 		FISCAL YEAR 16/17
DATE 05/31/2018		

I certify that this agreement is exempt from Department of General Services' approval.

  
 Erlinda Corpuz  
 Procurement and Contracts Manager

GRANTEE  ACCOUNTING  PROJECT MANAGER  CONTROLLER  STATE AGENCY

**SCOPE OF AGREEMENT** (Continued)

The project consists of preparation of final designs; permitting; light corrective grading; invasive plant removal; planting of native trees and plants; vegetated swale installation; and installation of temporary low-flow irrigation systems for plant establishment; to achieve restoration of 4.5 acres in the southeastern end of the 282-acre Debs Park. The project includes post-construction maintenance and monitoring.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. A resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
  - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
  - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
  - c. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
  - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
  - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.
4. The grantee and the City of Los Angeles have entered into an agreement sufficient to enable the grantee to implement and maintain the project in accordance with the terms of this agreement and including the requirement that the project not be used for mitigation.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT** (Continued)

5. Additionally, no Conservancy funds shall be disbursed until the grantee has provided the Executive Officer with evidence that all other public funds available for the project have been expended.

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1 and no.4 , and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

**TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through March 20, 2041 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by March 31, 2021 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than April 25, 2021.

**AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its April 27, 2017 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

**WORK PROGRAM**

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall implement the project in accordance with the approved work program.

### **SIGNS AND ACKNOWLEDGMENT**

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

### **BONDING**

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee and in favor of the Conservancy, individually or as a co-obligee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

### **COSTS AND DISBURSEMENTS**

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

**COSTS AND DISBURSEMENTS** (Continued)

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

**COSTS AND DISBURSEMENTS** (Continued)

3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

**PROJECT COMPLETION**

Within thirty days of completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."

**PROJECT COMPLETION** (Continued)

4. "As built" drawings of the completed project and/or photographs documenting project completion.
5. The monitoring report(s) identified in the approved work program.

Within thirty days of grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM** (Continued)

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

**OPERATION AND MAINTENANCE**

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use the project, or allow another to use the project, for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

**INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

### **INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

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

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

### **INSURANCE**

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.

**INSURANCE** (Continued)

- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products and completed operations, as applicable)*
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

**INSURANCE** (Continued)

- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
  - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

### **AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

### **COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

### **PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (March 2015), available from the Conservancy on request, for additional information.

**INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

**TIMELINESS**

Time is of the essence in this agreement.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

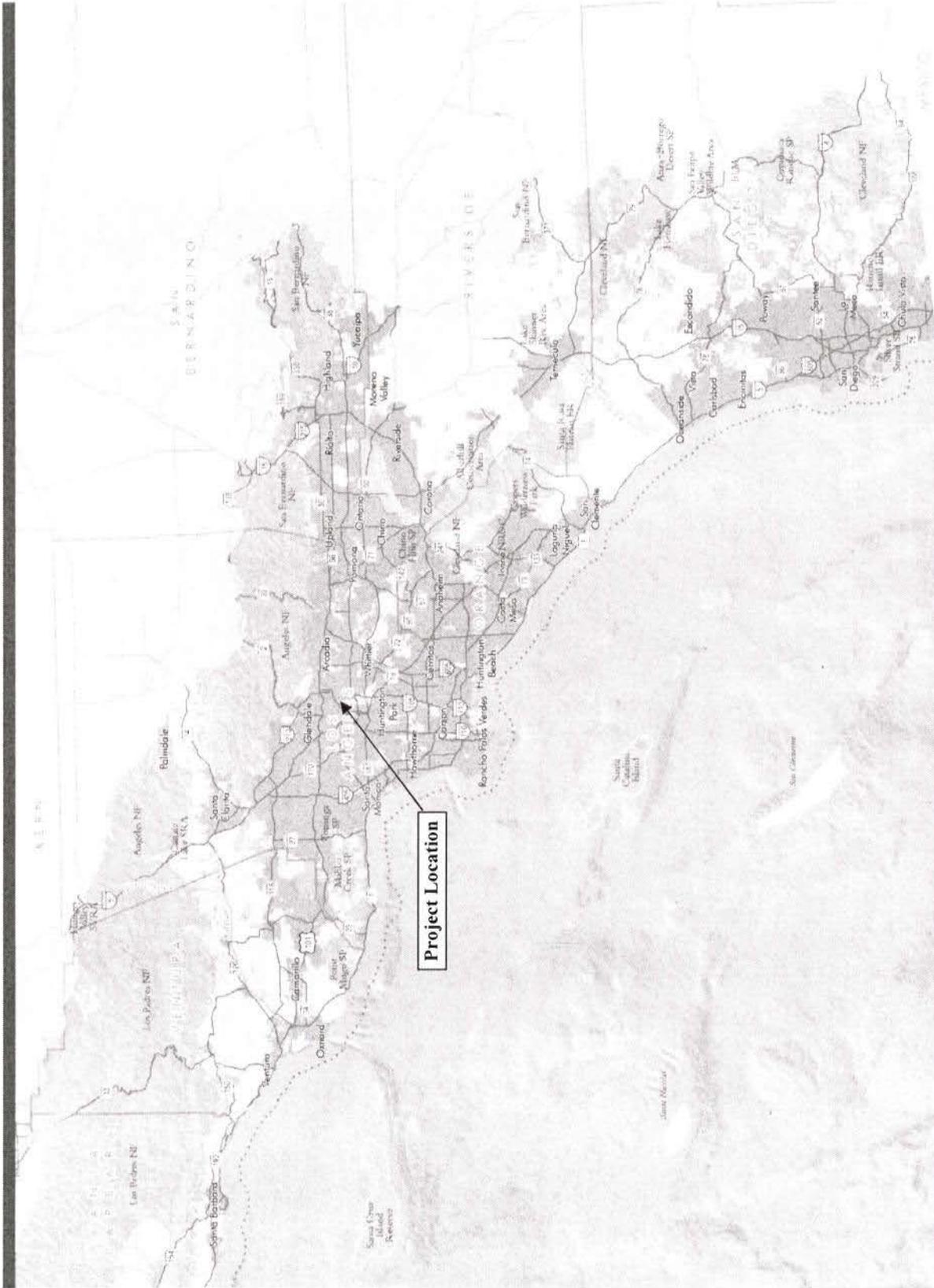
**AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 1: Project Maps



Project Location



South Coast

Exhibit 1: Project Maps



EXHIBIT A



Urban Forestry and Habitat Restoration at Debs Park  
**Site-scale Map**

COASTAL CONSERVANCY

Staff Recommendation

April 27, 2017

**URBAN FORESTRY AND HABITAT RESTORATION AT DEBS PARK**

Project No. 16-050-01

Project Manager: Sam Jenniches

**RECOMMENDED ACTION:** Authorization to disburse up to \$300,000 to North East Trees to prepare final designs and implement an urban forestry and habitat restoration project at Ernest E. Debs Regional Park in Los Angeles County.

**LOCATION:** Ernest E. Debs Regional Park, City of Los Angeles, Los Angeles County

**PROGRAM CATEGORY:** Integrated Coastal and Marine Resource Protection

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**EXHIBITS**

Exhibit 1: Project Maps

Exhibit 2: Project Photos

Exhibit 3: Project Letters

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**RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Section 31220 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of up to three hundred thousand dollars (\$300,000) to North East Trees to prepare final designs and implement an urban forestry and habitat restoration project at Ernest E. Debs Regional Park in Los Angeles County, subject to the following condition:

1. Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Conservancy’s Executive Officer a work program, including budget and schedule; any contractors to be retained for project work; a written agreement with the City of Los Angeles authorizing the grantee to implement and maintain the project; a plan for installation of signage acknowledging Conservancy funding; and documentation that all funds needed to complete the project have been secured.

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 5.5 of Division 21 of the Public Resources Code, regarding integrated coastal and marine resources protection.
  2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.
  3. North East Trees is a nonprofit organization existing under section 501(c)(3) of the U.S. Internal Revenue Code, and whose purposes are consistent with Division 21 of the Public Resources Code.”
- 

**PROJECT SUMMARY:**

Staff recommends that the Conservancy authorize disbursement of up to \$300,000 to North East Trees (NET) to prepare final designs and implement an urban forestry and habitat restoration project (“project”) at Ernest E. Debs Regional Park (Debs Park) in the city of Los Angeles.

The project consists of preparation of final designs; permitting light corrective grading; invasive plant removal; planting of native trees and plants; propagation of native, vernal pool ecosystem plants; installation of topography that assists water infiltration; and installation of temporary low-flow irrigation systems for plant establishment. NET will work with local at risk youth at all stages of implementation. The project will restore 4.5 acres in the southeastern end of the 282-acre Debs Park, which is adjacent to Rose Hill Park and the Montecito Heights neighborhood. NET is working with the City of Los Angeles Department of Parks and Recreation to address the long-term maintenance of the project. After establishing a pre-implementation baseline, NET will monitor the effectiveness of the project with respect to prevention of soil erosion, stormwater quality, carbon sequestration and any changes in park visitor use.

Due to prolonged drought and an increasingly greater number of heat days, vegetation at the park is showing signs of stress. Non-native trees and vegetation are exhibiting greater distress with signs of disease, and in many cases, tree loss. Invasive/exotic species such as tree of heaven are running rampant and are taking over large areas of the park. Evidence indicates that the lack of rainfall, warmer temperatures associated with climate change and factors such as poor air quality are contributing to the decline of various tree species. Eucalyptus and non-native pine, which are vulnerable to attack from insect pests, are in particular decline. As these trees continue to decline, it is imperative to replace them with native trees and plants that have adapted to local conditions. It is essential to increase tree canopy cover and native understory plants in the vast bare areas of the park, and optimize opportunities to restore the park’s natural habitat.

The communities surrounding Debs Park represent some of the most vulnerable populations in terms of resilience to climate change. The *Social Vulnerability Index* for Census Tracts in California identifies over 98% of the surrounding areas as treeless; over 64% of the land cover as impervious; over 68% of the population as low income; over 45% with no high school diploma; over 41% foreign born; over 11% over the age of 65 yrs and living alone; over 66% of the youth as being obese or overweight; and over 95% of the population as being of color or non-white.

Debs Park is the largest accessible open natural green space in the area for tens of thousands of residents within the surrounding communities. These residents typically do not have the means or the capacity to venture from their local neighborhoods in order to visit many of the

recreational opportunities and open spaces along the coast or in the mountains of Southern California. Members of this population have rarely, if ever, been to the beach or to the nearby national forests. Debs Park represents the only site within this largely developed, highly-urbanized area that can provide the opportunity to meaningfully sequester carbon, mitigate the urban heat island effect, combat air and water pollution, and reduce the effects of GHG emissions whilst helping to prepare the community for the impacts of climate change.

North East Trees (NET) is a 501(c)(3) non-profit community-based organization. Since 1989, NET has been restoring nature's services throughout the resource challenged communities of the greater Los Angeles area by planting trees and constructing parks, trails and greenways. Their key objective is to involve, hire and train local at-risk youth providing them with skills and a path to higher education and jobs in the green industry, and to increase community involvement and awareness about environmental challenges while bringing nature back into the highly urbanized environment of Los Angeles. Throughout its history, NET has regularly collaborated with the City of Los Angeles to implement urban forestry and low impact development projects and has been a key partner in working to further the Million Trees Los Angeles program as well as other green infrastructure projects endorsed by the city of Los Angeles.

**Site Description:** The project area is at the southern end of Debs Park and is bordered to the east, south and west by disadvantaged communities in the Montecito Heights neighborhood of Los Angeles. It is adjacent to Rose Hill Park, which offers active recreation opportunities. The project area has few native trees, with extensive presence of non-native grasses in the understory, which raise fire risk. A stairwell leads to improvised trails.

Debs Park is a regional park operated and managed by the City of Los Angeles Department of Recreation and Parks. This hilly, 282-acre natural wilderness expanse remains mostly in a natural state with trails that weave throughout the site. The few improved picnic areas are popular sites for those holding family outings and community events. Vegetation at the park includes native California Walnut (*Juglans californica*) and California oak woodlands habitats that provide native and migratory birds some of the last natural arroyo woodlands existent in Southern California. The park is also home to vast expanses of non-native trees such as eucalyptus, pine, and tree of heaven. Large expanses of the south and southwestern region of the park, which includes the project area, remain barren and overrun with non-native grasses, and are therefore denuded and prone to fire and erosion. Due to the continued drought situation and greater number of heat days, vegetation at the park is showing signs of stress. Non-native trees and vegetation are exhibiting greater distress with signs of disease, and in many cases, the trees and plants are dying.

**Project History:** The Urban Forestry and Habitat Restoration at Debs Park project was submitted to the Conservancy by North East Trees as part of the Conservancy's Proposition 1 Round 4 solicitation in spring of 2016.

#### PROJECT FINANCING

Coastal Conservancy	\$300,000
Ongoing Foundation support	\$40,000
<b>Project Total</b>	<b>\$340,000</b>

The expected source of funding for this authorization is the fiscal year 2016/17 appropriation to the Conservancy from the "Water Quality, Supply, and Infrastructure Improvement Act of 2014" (Proposition 1, Division 26.7 of the Water Code § 79700 et seq.). Funds appropriated to the Conservancy derive from Chapter 6 (commencing with Section 79730) and may be used "for multi-benefit water quality, water supply, and watershed protection and restoration projects for the watersheds of the state" (Section 79731). Section 79732(a) identifies the specific purposes of Chapter 6, of which the following pertain to this project: implement watershed adaptation projects in order to reduce the impacts of climate change on California's communities and ecosystems (subsection (a)(2)); protect and restore coastal watersheds (subsection (a)(10)); and reduce pollution or contamination of rivers and streams, and protect or restore natural system functions that contribute to water supply, water quality, or flood management (subsection (a)(11)).

The proposed project was selected through the fourth-round competitive grant process under the Conservancy's *Proposition 1 Grant Program Guidelines* adopted in June 2015 (see § 79706(a)). The proposed project meets each of the evaluation criteria in the Proposition 1 Guidelines as described in further detail in this "Project Financing" section, the "Project Summary" section and in the "Consistency with Conservancy's Project Selection Criteria & Guidelines" section of this report.

**CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

The proposed project would be undertaken pursuant to Section 31113 of Chapter 3 of the of the Conservancy's enabling legislation, Division 21 of the Public Resources Code, regarding impacts of climate change, and pursuant to Chapter 5.5 of Division 21 (Section 31220), regarding coastal and marine resource protection.

Section 31113 authorizes the Conservancy to award grants to public agencies and nonprofit organizations for projects to address the potential impacts of climate change. Pursuant to this authorization, the Conservancy may provide grants for projects that reduce greenhouse gas emissions. Consistent with this section, the proposed project will assist in "reducing greenhouse gas emissions" by implementing an urban greening project that will contribute to carbon sequestration.

Section 31220(a) permits the Conservancy to provide grants for coastal watershed and coastal water quality projects, provided that such projects meet one or more of the objectives detailed in 31220(b). Subsections (1) and (7) of Section 31220(b) specifically authorize projects that reduce contamination of waters within the coastal zone and that reduce the impact of population and economic pressures on coastal and marine resources. The proposed project will improve habitat and water quality in the upper L.A. River watershed, thereby improving water quality of coastal waters and reducing the impacts of dense population along the Los Angeles coast.

As also required by Section 31220(a), Conservancy staff has consulted with the State Water Resources Control Board in the development of the project or grant to ensure consistency with Chapter 3 (commencing with Section 30915) of Division 20.4 of the Public Resources Code. In addition, consistent with Section 31220(c) the plan produced under the proposed project will include a monitoring and evaluation component and is consistent with regional, local or State

watershed management and water quality plans or programs, as described in the “Consistency with Local Watershed Management Plan/State Water Quality Control Plan” section, below.

**CONSISTENCY WITH CONSERVANCY’S 2013 STRATEGIC PLAN  
GOAL(S) & OBJECTIVE(S), AS REVISED JUNE 25, 2015:**

Consistent with **Goal 5, Objective 5D** of the Conservancy’s 2013-2018 Strategic Plan, the proposed project will enhance the Los Angeles River watershed.

Consistent with **Goal 5, Objective 5G** of the Conservancy’s 2013-2018 Strategic Plan, the proposed project will improve water quality to benefit coastal and ocean resources.

**CONSISTENCY WITH CONSERVANCY’S  
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy’s Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

**Required Criteria**

1. **Promotion of the Conservancy’s statutory programs and purposes:** See the “Consistency with Conservancy’s Enabling Legislation” section above.
2. **Consistency with purposes of the funding source:** See the “Project Financing” section above.
3. **Promotion and implementation of state plans and policies:**
  - a. *California @ 50 Million: The Environmental Goals and Policy Report* (Governor’s Office of Planning and Research, 2013 Draft). The proposed project will promote the following goals: *Preserve and Steward State Lands and Natural Resources - 3. Build resilience in natural systems.* The proposed project will build resilience by restoring native habitat which will provide important carbon sequestration capacity while also providing the state’s native resident and migratory species necessary habitat.
  - b. *CA Climate Adaptation Strategy: Safeguarding California* (California Department of Fish and Wildlife, 2010). The proposed project will serve to implement priority actions of this Strategy under the heading “Biodiversity and Habitat; Energy; Public Health and Water”, since it will assist in: improving habitat connectivity; supporting environmental stewardship across sectors by promoting nature-based solutions for adapting to climate risks; and create and maintain partnerships that support biodiversity conservation and promote public education and outreach.
  - c. *Ernest E. Debs Regional Park Framework Plan* (City of Los Angeles Department of Recreation and Parks, 2000) The proposed project will directly implement several stated goals of the plan including (i) *Giving park visitors an urban wilderness experience by enhancing and restoring natural communities such as walnut*

*woodland, coastal sage scrub, and grasslands. (ii) Creating a safe and harmonious environment for all park visitors. (iii) Providing for the educational and recreational needs of the community while protecting wildlife habitat by encouraging appropriate activities in undeveloped areas of the park. (iv) Fostering positive recreational opportunities that will discourage and eliminate destructive park activities. (v) Encouraging, expanding and actively seeking community involvement in the development and implementation of park programs to promote community ties, personal ownership, and stewardship.*

**4. Support of the public:**

This project is supported by the Office of City Council District 1 of the City of Los Angeles, the Office of Supervisorial District 1 for the County of Los Angeles, the City of Los Angeles Department of Recreation and Parks, the Ernest E. Debs Park Advisory Board, the Arroyo Seco Foundation (ASF), the Friends of the Los Angeles River (FoLAR), the Highland Park Neighborhood Council, Audubon Center at Debs Park, and the Arroyo Seco Neighborhood Council.

5. **Location:** The project is located within Ernest E. Debs Regional Park in the city of Los Angeles and will improve water quality in the Los Angeles River system.
6. **Need:** Without Conservancy funding, the project would be indefinitely delayed until alternative funding could be identified.
7. **Greater-than-local interest:** Debs Park provides critical regional habitat connectivity and public access for disadvantaged communities. It is a regional destination for birdwatching, outdoor education and hiking.
8. **Sea level rise vulnerability:** At an elevation of more than 600', the project is not vulnerable to sea-level rise.

**Additional Criteria**

9. **Resolution of more than one issue:** Implementation of the Project will reduce fire risk, improve habitat, reduce runoff, mitigate for the urban heat-island effect, and create valuable habitat.
10. **Leverage:** See the "Project Financing" section above.
11. **Readiness:** North East Trees is prepared to begin the project in June of 2017.
12. **Return to Conservancy:** See the "Project Financing" section above.
13. **Cooperation:** North East Trees will collaborate with the City of Los Angeles and local at-risk youth on the implementation of the project.
14. **Vulnerability from climate change impacts other than sea level rise:** The project is designed to reduce the vulnerability of the project site to climate change. Restoration to native, drought tolerant plants will reduce fire risk, sequester carbon, and reduce maintenance and water needs.
15. **Minimization of greenhouse gas emissions:** The project is designed to create a net greenhouse gas emission benefit. The project will prioritize manual work and limit

construction machinery. The benefit associated with the habitat restoration will be greater than the greenhouse gas emissions associated with implementation.

**CONSISTENCY WITH LOCAL WATERSHED MANAGEMENT PLAN/  
STATE WATER QUALITY CONTROL PLAN:**

The Integrated Regional Water Management Upper Los Angeles River Sub-regional Plan (IRWMP) applies to the project site. The project meets three of the five objectives of the IRWMP: 1) improving water quality; 2) enhancing habitat; and 3) enhancing open space and recreation. The project also benefits a fourth objective, improving water supply, through the utilization of native and drought tolerant plant materials. The proposed project will promote the goals of the IRWMP by assisting in creating a more efficient use of stormwater, protecting and improving water quality, and promoting environmental stewardship.

**COMPLIANCE WITH CEQA:**

The proposed project is categorically exempt from review under the California Environmental Quality Act pursuant to 14 California Code of Regulations Section 15333, which exempts habitat restoration projects that: (a) do not exceed five acres in size, (b) do not create a significant adverse impact on endangered, rare or threatened species or their habitat pursuant to section 15065, (c) are not located where there are hazardous materials that may be disturbed or removed, and (d) will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. The proposed project will restore habitat for plants and wildlife in Debs Park through removal of invasive plants and planting of native plants. The project meets each of the criteria of Section 15333. Accordingly, the project is exempt from CEQA. Upon approval, staff will file a Notice of Exemption for this project.