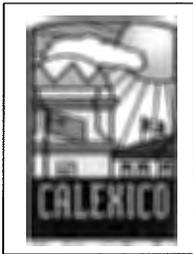


**AGENDA
ITEM**

10



AGENDA STAFF REPORT

DATE: April 3, 2019

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager *DD*

PREPARED BY: Lilliana Falomir, Public Works Manager *[Signature]*

SUBJECT: Authorize the City Manager to Sign Memorandum of Understanding between the City of Calexico and the City of El Centro for Tree Planting in the City of Calexico.

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Recommendation:

Authorize the City manager to sign Memorandum of Understanding between the City of Calexico and the City of El Centro for Tree Planting in the City of Calexico.

Background:

In April 2017, the City of El Centro submitted a grant application to CAL FIRE to request \$665,028 to implement the Imperial Valley Urban Forest project in partnership with the cities of Calexico, Brawley, Imperial, and Holtville. The grant application was successful and the City's proposal was fully funded.

The City of El Centro as the grant receipt will be taking the lead by working with the other cities identified above to complete the Imperial Valley Urban Forest project. The project primarily consists of planting 1,400 drought tolerant trees within the five cities of Imperial Valley. The goal is to plant the majority of trees near buildings to increase shade benefits and reduce energy consumption. The project will also include community engagement activities and education topics, such as proper tree planting and care, drought tolerant watering practices, etc.

Discussion & Analysis:

In order to begin the process of planting the trees, Public Works staff is recommending that the City Council of the City of Calexico authorize the City Manager to sign the Memorandum of Understanding between the City of Calexico and the City of El Centro. Please note that the City of Calexico will be responsible for the following:

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1. Determining where the 350 trees will be installed. Calexico has determined that the trees will be planted in the areas designated by Calexico in guidance of El Centro.
2. After planting and staking, the trees become the property of Calexico and Calexico assumes all responsibility for watering and caring for the trees.
3. Calexico shall ensure that the trees are properly maintained and kept alive for a minimum of (3) years.
4. Calexico shall retain all records regarding the Program for at least four (4) years and shall make its records available to El Centro upon request.

Fiscal Impact:

Not at this time.

Coordinated With:

City of El Centro.
Public Works Department.

Attachment(s):

1. Memorandum of Understanding between the City of Calexico and the City of El Centro for Tree Planting in the City of Calexico.

MEMORANDUM OF UNDERSTANDING
TREE PLANTING in the City of Calexico

It is agreed that the City of Calexico ("Calexico") and the City of El Centro ("El Centro") will provide a tree planting program as follows (the "Program"):

1. **Term:** The term of this Memorandum of Understanding (MOU) is for the period March 1, 2019 through March 1, 2020. This MOU may be terminated at any time by mutual agreement of the Parties.
2. **Description of Program:** El Centro has received a grant for the installation of 1,400 trees throughout the Calexico Valley in cities specified in the grant, of which 350 is allotted to Calexico. The Program includes tree stewardship training of volunteers and 'kick off events' where the volunteers will be planting trees in pre-drilled holes. The contractor for the Program will be in charge of digging the holes for the trees, installing and staking the trees. The Program will continue sporadically depending upon the season and participants' schedule.
3. **Administration and Funding:** El Centro, Community Services Department, Economic Development Division will be responsible for administering the Program.
 - a. Volunteers will be supervised by El Centro.
 - b. The Contractor will be hired and supervised by El Centro
 - c. **Funding:** The costs are fully funded by the Urban Forest grant received by El Centro. There will be no cost to Calexico for the installation of trees.
4. **Responsibility of Calexico.** Calexico will be responsible for the following:
 - a. Calexico has been allotted 350 trees.
 - b. Determining where trees will be installed. Calexico has determined that the trees will be planted in the areas designated by Calexico in guidance of El Centro.
 - c. After planting and staking, the trees become the property of Calexico and Calexico assumes all responsibility for watering and caring for the trees.
 - d. Calexico shall ensure that the trees are properly maintained and kept alive for a minimum of (3) years.
 - e. Calexico shall retain all records regarding the Program for at least four (4) years and shall make its records available to El Centro upon request.

5. Liability: Each party shall be responsible for its actions and those of its employees. This MOU does not constitute the basis for joint and several liability. El Centro will require indemnification from the contractor for all participants. Volunteers will execute a waiver and release in favor of both El Centro and all participants. El Centro will cover the volunteers under its workers' compensation policy.

6. Miscellaneous: This Agreement is the only agreement between the Parties regarding its subject matter. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

David Dale
City Manager, City of Calexico

Marcela Piedra
City Manager, City of El Centro

Dated: _____

Dated: _____