

MEMORANDUM OF UNDERSTANDING (MOU)

MOU between the City of Coachella and the Imperial Irrigation District (IID) for the long-term care and maintenance of public planted trees provided by the IID under Shade Trees for Southern California's Deserts (Program). Funding for this Program was provided by the USDA Forest Service Urban and Community Forest Program via the Inflation Reduction Act, as administered by the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program.

Although the document is titled Memorandum of Understanding, the terms are specific and binding regardless of the title. A true MOU is much less detailed as to roles and responsibilities.

It is agreed that the City of City of Coachella and the IID will adhere to Program guidelines, as follows:

- 1) Term: This MOU is effective for three years from the date of signing.
- 2) Description of Program: The IID has received a grant for the installation of 6,000 15-gallon shade trees across Imperial and Riverside Counties. The Program includes tree purchase and planting of 15-gallon shade trees. In addition, tree stewardship courses and community events will be offered to participating Cities. The plantings will take place seasonally, from January-April and October to December, depending upon the season and participants' schedule, until the Program completion date of December 31, 2028.
- 3) Funding: All costs are fully funded by the IID and the USDA Forest Service Urban and Community Forest Program via the Inflation Reduction Act, as administered by the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program.
- 4) Administration: The IID and their hired Project Management Contractor (PM) will be responsible for the administration of the Program.
 - i. All contractors will be hired and supervised by the IID.
 - ii. The City's main point of contact will be the PM.

Roles and Responsibilities

- 1) Responsibility of the City. The City will be responsible for:
 - i. Requesting quantity of 15-gallon trees. The City's allotted tree quantity will be determined by the IID.
 - ii. Determining where each tree will be installed. City will determine appropriate locations for all requested trees, in accordance with CAL FIRE Program regulations. PM will assist the City, upon request, in identifying appropriate locations. Prioritization will be given to disadvantaged and low-income neighborhoods.
 - iii. Determining which species, from the program list, will be planted. PM will assist City, upon request, in determining appropriate species per location and may suggest alternatives based on CAL FIRE's best planting practices.

- iv. Caring for and maintaining each planted tree. After planting and staking of each tree, the tree will become the property of the City and the City will assume responsibility for watering all trees.
 - v. Ensuring all trees are properly maintained and kept alive for a minimum of 3-years. City shall promptly notify IID in writing of any tree mortality, significant damage, disease, or conditions that may threaten the health or survival of planted trees during the maintenance period, and provide periodic status updates upon request.
 - vi. Acquisition of necessary permits, approvals, and coordination for tree planting on City property. City shall make records available to the IID upon request.
- 2) Responsibility of the IID. The IID will be responsible for:
- i. Approving all planting locations, in verification with CAL FIRE grant standards.
 - ii. Providing all contract work, including but not limited to planting contractor and PM consultant.
 - iii. Purchase and storage of all 15-gallon trees.
 - iv. Purchase and storage of two 8-ft stakes and two industrial-grade rubber tree ties, per tree.
 - v. Transportation and installation of all 15-gallon trees. Installation of stakes and ties will be completed by the IID's contractor. For tree planting events, all holes will be pre-dug, and trees will be staged for volunteers to plant.
 - vi. Coordination and planning of all tree plantings, in accordance with local weather and seasons.
 - vii. Providing reimbursement for partial irrigation, upon approval from CAL FIRE. Each irrigation reimbursement request will be analyzed individually. Irrigation reimbursement is not guaranteed for all planted trees and will be provided on a necessity-basis.

Liability

- 1) 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. Volunteers will execute a waiver and release in favor of both IID and the participating City.

Non-Binding Agreement

- 1) This MOU is ~~not~~ intended to establish a good-faith framework for collaboration. Specific contracts, sub-agreements, or grant compliance documents may be executed separately as required.

Term and Termination

- i. This MOU shall become effective upon signature by the Parties and remain in effect for three years, unless extended or terminated earlier by mutual written agreement.
- ii. Either party may withdraw from this MOU with 60 days’ written notice to the other parties.

Signatures

By signing below, the undersigned Parties acknowledge their commitment to collaborate under this MOU in support of the Shade Trees for Southern California’s Deserts Program.

For City of Coachella
Authorized Representative: Gabriel A. Gonzalez
Title: Interim City Manager
Date: _____

For IID
Authorized Representative: _____
Title: _____
Date: _____

For Coachella Valley Associated Governments
Authorized Representative: _____
Title: _____
Date: _____