30771

APPLICANT:		City of	Long Beach	30771				
PROJECT TITI	LE:	Long Be	each Urban Forest	t Inventory Project				
GRANT AGR	EEMENT:	8CA078	320					
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Article 1. Definitions

- 1. The term "Act" means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
- 2. The term "Grant Agreement" means Grant number 8CA07820.
- 3. The term "Application" as used herein means the Proposal Cover Sheet for Grantee's 2007 Urban Forestry Inventory Grant Program," identified as Attachment 1 and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
- 4. The term "Project Budget Detail" as used herein defines the Itemized Budget identified in Attachment 2.
- 5. The term "Project Narrative/Scope of Work" as used herein means the individual scope of work describing in detail the proposed tasks identified as Attachment 3.
- 6. The term "Grant Funds" means the money provided by the State to the Grantee in this Grant Agreement.
- 7. The term "Grantee" means an applicant who has a signed Grant Agreement for grant funds.
- 8. The term "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
- 9. The term "Project" means the development or other activity described in Attachment 3 of this Grant Agreement to be accomplished with grant funds.
- 10. The term "State" means the State of California, California Dept. of Forestry and Fire Protection.

Article 2. Scope of Work

- Recipients of Grant Funding pursuant to Proposition 40, the California Cléan Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, shall abide by provisions provided in this Grant Agreement.
- 2. As precedent to the State's obligation to provide funding, Grantee shall provide to the State for review and approval a detailed budget, specifications, and project description. Approval by State of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work, and shall not relieve Grantee of the obligation to carry out any other obligations required by this Grant Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. The parties agree to comply with the terms and conditions of the following attachments and which are by this reference made a part of the Agreement:
 - Attachment 1 Application/Proposal Cover Sheet for Grantee's **2007 Urban Forestry Inventory Grant Program.**

Attachment 2 – Itemized Budget

Attachment 3 - Project Narrative/Scope of Work

Article 3. Project Representatives

The project representatives during the term of this agreement will be:

Field inquiries:

State Agency: CAL FIRE	Grantee: City of Long Beach
Section/Unit: Urban Forestry	Section/Unit: Dept. of Public Works
Attention: Lynette Short	Attention: Arthur Cox, Superintendent
Address: 2249 Jamacha Road	Address: 333 West Ocean Blvd., 9th Floor
El Cajon, CA 92019	Long Beach, CA 90802
Phone: (619) 937-1410	Phone: (562) 570-2784
Fax: (619) 590-3127	Fax: (562) 570-2819

Administration contacts:

State Agency: CAL FIRE	Grantee: (same: please see above.)
Name: Glenn Flamik	Name:
Phone: (916) 651-6423	Phone:
Fax: (916) 653-8957	Fax:

Article 4. Project Execution

- Subject to the availability of Grant monies in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.
- 2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
- 3. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an amendment has been formally granted by the State and under the terms and conditions of this Grant Agreement. Amendments may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee.
- 4. Grantee certifies that the Project plan complies with all local and State laws.
- 5. Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and work is in accordance with the approved Project Scope of Work including a final inspection upon Project completion and up to three years after agreement terminates.
- 6. Prior to the commencement of any work Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope of Work per Attachment 3 and the Application identified as Attachment 1. Changes in Project Scope of Work must

continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for prior approval.

7. The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

Article 5. Project Costs and Payment Documentation

The Grant Funds to be provided to Grantee under this Grant Agreement will be disbursed for eligible costs as follows, but not to exceed in any event the amount set forth on the signature page of this Grant Agreement:

- 1. Included work shall not commence prior to the execution of this Grant Agreement. Grant Agreement is considered fully-executed upon signature by Resource Management Deputy Director. Any work started prior to the execution of this Grant Agreement will not be eligible for funding under the terms of this Grant Agreement.
- Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
- 3. Advance Payment: Not withstanding any of the provisions stated within this Agreement, the State may at its discretion make advance payment to the Grantee upon written request by the Grantee. Advance payment made by the State shall be subject to these provisions below.

Where hardship circumstances exist for the Grantee, the State will consider authorizing advance payments. The State will consider the following factors in determining whether a hardship situation exists:

 Cash flow hardship of the Grantee including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and secure contractors for project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a Grantee over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be completed to CAL FIRE's satisfaction before another advance payment will be made.
- Any advance payment received by a grantee and not used for project implementation shall be returned to CAL FIRE.
- Advance payments must be deposited into an interest-bearing account.
 Any interest earned on advance payment funds must be accounted for and must be used toward the project or returned to CAL FIRE.

- 4. As per the conditions of Agreement an amount of not less than 10% of the total grant amount shall be withheld until after certification by an authorized representative of CAL FIRE that all work is complete per the Agreement.
- 5. Final payment by the State shall be made after on-site inspection and approval by a duly authorized representative of the State. The Grantee shall submit an invoice for payment to the local duly authorized representative of CAL FIRE. A final invoice shall be submitted after completion of the project or prior to the expiration of this Grant Agreement, as specified in this Grant Agreement.
- 6. For services satisfactorily rendered and upon receipt and approval of invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Grant Agreement.
- 7. All payment requests must be submitted with an itemized list of all charges, purpose of expenditures with any supporting documentation and <u>clearly</u> identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor or sub-contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Grant Agreement.
- 8. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the term of this Grant Agreement.
- 9. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the State; however, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of Grant Funds may not be increased.
- 10. Grantee shall promptly submit records at intervals and in such form as State may request.

 Invoices (include Grant Agreement Number) shall be submitted no more often than monthly in arrears to:

Name: Lynette Short

Office: California Dept. of Forestry & Fire Protection, Urban and Community Forestry

Address: 2249 Jamacha Road, El Cajon, CA 92019 (619) 937-1410

- 11. Grantee shall submit all documentation for Project completion and final reimbursement within 30 days of Project completion. **NOTE: Invoices received more than thirty days after project completion may not be eligible for reimbursement.**
- 10. Grantee agrees to make immediate monetary restitution of any advance funds for any disallowances of costs or expenditures or unauthorized activities, which are disclosed

through audit or inspection by the State. If Grantee does not satisfactorily complete the project and/or project is not certified as satisfactorily completed by a certified arborist, registered professional forester, or city agency representative, all sums previously advanced by the State shall immediately become due and payable to the State.

Article 6. Budget Contingency Clause

 If funding for any fiscal year is reduced or deleted by the Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

Article 7. Project Administration

- 1. Grantee shall promptly submit written Project reports as the State may request. In any event, Grantee shall provide the State a report showing total final Project expenditures.
- 2. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Grant Agreement solely for the Project herein described.
- 3. This Grant Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.
- 4. Grantee must report to the State all sources of other funds for the Project. The State may request an audit of any Project that does not fully comply with this provision.

Article 8. Project Amendment & Termination

- After Project commencement, this Grant Agreement may be amended only by written consent of both the State and Grantee. This Grant Agreement may be terminated by State or Grantee upon the giving of written notice to the other party thirty (30) days in advance.
- 2. If the State terminates the Grant Agreement prior to the completion of the project, the Grantee shall take all reasonable measures to prevent further costs to the State under this Grant Agreement and the State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Grant Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Grant Agreement.
- 3. Failure by the Grantee to comply with the terms of this Grant Agreement or any other Grant Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 4. Failure of the Grantee to comply with the terms of this Grant Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Grant Agreement.

5. Final payment may not be made until the Project conforms substantially to this Grant Agreement, as determined by the State.

Article 9. Financial Records

- Grantee agrees that during regular office hours the State shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Grant Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Grant Agreement.
- 2. Grantee shall keep such financial accounts, documents and records as State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the State for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by the Grantee for at least three years after final payment and one year following an audit.
- 3. Grantee shall use any generally accepted accounting system.

Article 10. Hold Harmless

- 1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Agreement except claims arising from the gross nealigence of State, its officers, agents and employees.
- 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement as described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
- 3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.
- 4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- 5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out

of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

Article 11. Incorporation

1. The Grant Guidelines and the Application, Scope of Work, Budget Detail and any subsequent changes or additions to the Application, Scope of Work, Budget Detail approved in writing by the State are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

Article 12. Severability

1. If any provision of this Grant Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Grant Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Grant Agreement are severable.

Article 13. Waiver

 No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

Article 14. Assignment

1. This Grant Agreement is not assignable by the Grantee either in whole or in part.

Article 15. Potential Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any sub grantees, and no sub grant shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its sub grantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its sub grantees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any sub grantee.

Article 16. Settlement of Disputes

1. Settlement of Disputes – In the event of a dispute, Grantee shall file a "Notice of Dispute: with the following:

California Department of Forestry & Fire Protection (CAL FIRE)
Attention: Assistant Deputy Director, Resource Protection and Improvement P.O. Box 944246
Sacramento, CA 94244-2460

- 2. Notice must be filed within ten (10) working days of discovery of the problem. Within ten (10) days of receipt of notice, the CAL FIRE Assistant Deputy Director or Designee shall advise Grantee of the findings and recommend a method to resolve the dispute. Grantee shall continue to perform Agreement requirements during the dispute period. The decision of the CAL FIRE Assistant Deputy Director, Resource Protection and Improvement shall be final.
- 3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.

Article 17. Non-Discrimination

 Grantee agrees to comply with state and federal laws outlawing discrimination including, but not limited to those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave.

Article 18. Intellectual Property Rights

1. The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purpose whatsoever. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive, and Irrevocable license to reproduce, publish, and use such work, or any part thereof. (40 CFR 31.34, 31.36).



DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard, Long Beach, CA 90802

California Department of Forestry and Fire Protection Glenn Flamik - Urban Forestry P.O. Box 944246 Sacramento, CA 94244-2460

May 29, 2008

Dear Mr. Flamik:

Attached please find the City of Long Beach's submittal for the "Urban Forestry: Inventory Grant", including:

- Photocopy of Original Application
- Selection Letter
- Full Grant Packet
- Proposal for Tree Inventory

Thank you for the opportunity to apply for these funds. If you have any questions about our proposal, please feel free to contact me.

Sincerely,

ARTHUR COX, Superintendent

Public Works/Public Service - Street Operations

OK TO FUND \$ 162,500.00

PCA 96169 PROA 40 A.C. All 5-30-2008

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Attuchment I CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard, Long Beach, CA 90802

California Department of Forestry and Fire Protection
Urban Forestry Inventory Grant
Cover Page

Grant Application: City of Long Beach, Public Works Department

Project Title: Long Beach Urban Forest Inventory Project

Application's Mailing Address: 1601 San Francisco Avenue

City, State, Zip: Long Beach, California, 90813

Telephone/Fax: (562) 570-2784 Fax: (562) 570-2819

County: Los Angeles

Applicant's Authorized Representative: Arthur Cox, Superintendent – Street Operations

Representative Contact Information: Office (562) 570-2784

Email: Arthur Cox@longbeach.gov

Project Description: the City of Long Beach intends to use a professional company to inventory the City's street trees. This inventory will be used to manage the City Urban Forest and to be a major component of the City's Urban Forest master Plan.

Project Cost Summary: Grant Awarded Amount: \$126,500

City Cost Share Amount \$170,000 Total Project Cost: \$333,100 **Budget**

Astuchment 2

Project Component	Long Beach Contribution	Requested Amount
Inventory	\$162,500.00	\$162,500.00
(Approximately 100,000 trees at \$3.25 per tree, as		
quoted, hard match funds from general fund and		
the Port of Long Beach)*		
Inventory Internal Staff time (Street Tree Division,	\$2,500.00	
IT Department, Port of Long Beach, 50 hours at		
approximately \$50 per hour average [including		
benefits])		
STRATUM Analysis	\$3,100.00	
(Consulting Firm Costs including data conversion		
and report)*		
Community Meetings and Presentations	\$2,500.00	
(minimum 5 meetings at \$500 per meeting;		
preparation and staff time)**		
Total:	\$170,600.00	\$162,500.00

^{*}Figures taken from bids received by professional tree care company

Additional Information Requested:

Total Acres of the City of Long Beach: Approximately 32,000 (50 square miles)

Population of Long Beach as of 2000: 461,522

Only public trees will be inventoried on this project.

^{**}Difficult to quantify, but of value to the project would include the time of the Port of Long Beach staff, Non Profit Partner staff, Tree Advisory Committee and Recreation and Parks Commission members and staff and South Coast Air Quality Management Staff. Those dollar figures are not included in this amount, but could be valued close to \$50,000 bring the match closer to \$220,600.00.

Attachment 3

8CA07820

The objectives of this project are to:

- 1. Update our inventory that was done in 1999.
- 2. Use the updated information to analyze our urban forest through a STRATUM analysis and develop subsequent reports on the outcomes
- 3. Create community awareness of the need for trees for air quality improvements
- 4. Develop a management plan for our street trees

Achieving the Objectives

The City of Long Beach tree inventory was professionally conducted over 8 years ago. Since that time, the ISA has published a Best Management Practices Manual for inventories and we intend to follow those guidelines incorporating "Appendix A" in conducting our inventory. By updating our inventory, we will have a thorough picture of where our urban forest is today; number of trees, condition, increases or decreases in the number of trees over the last inventory, and more. By collecting current information, we will be able to convert the data to STRATUM codes to perform an analysis of our urban forest. It is our intent to use that analysis to develop additional funding revenue, work with our non profit partners to increase the size of our forest and begin to look at the air quality benefits that exist within our street trees. It is also our intent to take this information and develop a management plan for our street trees. This is a goal of the City of Long Beach Strategic Plan - 2010. As stated in the Appendix of the plan, it is the intent of the citizens to encourage the city to "Create an urban forest management program to increase the number of neighborhoods that can enjoy the beauty and shade provided by street tree canopies." Without the inventory, it is will be difficult to move this strategic plan component forward.

Description of the Project

It is our intent to use a professional company to inventory our trees. Because of the time lapse between our last inventory and this inventory, conducting an inventory at this time will be much like starting from scratch. The contractor will use their own equipment and software to conduct the inventory. The inventory will be collected in a GIS environment with GPS XY coordinates as an outcome. We will provide them base maps that include our current tree locations. When the inventory is complete, we will update our current tree management date base, "City Works" to manage our trees. We intend to collect all the attributes from "Appendix A", as that is the International Society of Arboriculture best management practices standard. Persons involved in this portion of the project include our contractor, street tree and IT staff from the City of Long Beach.

When our inventory is complete, we intend to share the information with others in our community through a developed presentation program. This includes City Council, the Port of Long Beach, our non profit partners including the Long Beach Organics, city appointed Tree Advisory Committee and Recreation and Parks Commission and the South Coast Air Quality Management District. By sharing this information, it is our hope that we will be able to leverage more funds to manage our urban forest, and to increase its size. With the current focus on trees and air quality, we are in a unique position to involve our port in tree projects throughout the city. However, without the knowledge of what we need to plant and where, and the development of future maintenance funding, we are just planting trees with no plan to reap the benefits of the work. The inventory is the base of the road map to move our efforts forward with rewards of cleaner air, aesthetic value and community involvement. Persons involved in this portion of the project include street tree and public works staff, non profit partners, City Council, Port of Long Beach Staff, Tree Advisory Committee, Recreation and Parks Commission, and South Coast Air Quality Management District personnel.



DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard, Long Beach, CA 90802

Detailed Project Timeline:

Urban Forest Program Contract Awarded by

Project Completed by

Project Work Begins by

October 30, 2008

March 1, 2009

August 30, 2009

ARTHUR COX, Superintendent

Public Works/Public Service-Street Operations



DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard, Long Beach, CA 90802

The City of Long Beach will provide numerous ways to reach a large number of people with information about the Urban Forest Program. We will utilize the local media; neighborhood publications, local television station, local newspapers and the City's website to publicize and enhance education and public awareness. Thereby, developing a set of resources and services that educate citizens about the value and benefits of the Urban Forest Program.

ARTHUR COX, Superintendent

Public Works/Public Service-Street Operations Division



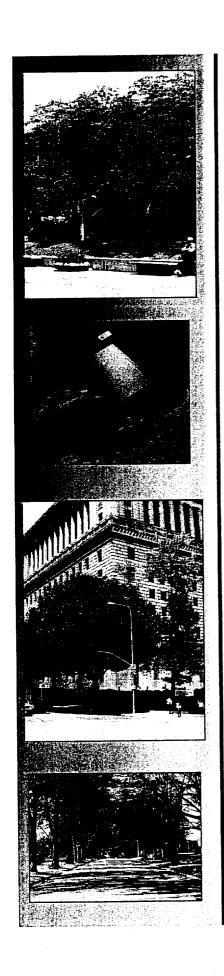
DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard, Long Beach, CA 90802

The City of Long Beach and our contractor will comply with all local, state and federal laws and regulations while conducting a tree inventory within our city limits. This program will not involve community participation. Although, by developing a set of resources and service that educate citizens about the value and benefits of the Urban Forest Program, non-involved citizens in the community can share a sense of pride in caring for City trees. This may translate to better care of trees on private property or a willingness to volunteer in the future.

ARTHUR COX, Superintendent

Public Works/Public Service-Street Operations Division



Proposal

Tree Inventory

for

City of Long Beach, California



January 25, 2008



Proposal

Tree Inventory

Presented to
Arthur Cox
City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802



Presented by
Davey Resource Group
A Division of The Davey Tree Expert Company
P.O. Box 347
Santa Margarita, CA 93453

Contact: Dana C. Karcher Phone: 661-964-7158 E-mail: DKarcher@davey.com www.davey.com/drg

January 25, 2008

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Meeting Your Urban Forest Objectives

Davey Resource Group (DRG) is a leading provider of natural resource and vegetation management solutions throughout North America. We recognize that our success depends on meeting your needs. To do this, we bring a holistic ecosystem approach to each project and use appropriate technologies for greater efficiency. The Davey Resource Group team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions.

As you know, the best approach to maintaining and urban forest is to have an up-to-date, accurate inventory. DRG approaches this process with your end needs in mind; we work with you to collect the attributes you will utilize and that accurately assess your trees individually and as a part of your entire urban forest.



Inventory

The following information outlines our approach to a municipal inventory project. It includes a breakdown of major tasks, technology, and equipment and our methodology for quality control. We welcome the opportunity to make adjustments desired by City staff to make the inventory project fit your needs.

Field Data Collection

The City of Long Beach will provide DRG with electronic files of aerial photographs and basemaps of the working area. These will be imported into DRG's Work Planning software on pen-based computers for field data collection purposes. All street trees will be recorded with full address information as available (location, on street, from and to streets). Median trees will be defined by area location. Additional tree attributes available for collection include:

- GIS coordinates/relative location
- Species
- DBH, height, canopy
- General condition and maintenance requirements

Final attributes to be gathered will be submitted to Long Beach prior to project kick-off (see Appendix A for definitions of all attributes that can be collected).

Quality Assurance

The City of Long Beach will be guaranteed the highest quality data, a standard Davey Resource Group always follows. DRG will provide extensive quality control of information with the following processes to ensure that the quality expectations are met and exceeded:

- Training Quality control is intended to assure quality data. The first step in DRG's
 quality control is to provide proper training of qualified individuals to create quality data
 from the start
- Data Collections Specification A clear understanding of the data and the methods for collection and categorization ensure high quality data. DRG will develop a detailed specification before actual data collection begins.
- Field Quality Check At the beginning of the project, 10 percent of an individual's information will be checked for quality and completeness. All aspects of data collection will be reviewed. As the project progresses, the percentage of quality controlled information may decrease based on an individual's abilities. DRG's supervisors will provide quality control of collected information.
- Where possible, quality assurance will be completed electronically so that quality checks are a permanent record of the data collected. This means there will be additional fields in the data files for quality assurance. Where this is not practical, quality assurance will be completed on paper forms, with a tally of all quality assurance activities.
- Quality assurance information will be tallied by week ending date and provided to the client at least monthly, preferably by e-mail. Information can be delivered to your current software. A more detailed delivery procedure can be defined if required. Accuracy rates and classification of any errors will be included as appropriate.

Data Collection Technology and Equipment

The City of Long Beach will be well served by Davey Resource Group's data collection technology and logistical expertise. DRG currently has, and is experienced at operating, all the equipment necessary to provide the project results that Long Beach requires. This equipment includes:

- Data Collection Equipment DRG uses pen tablet computers for GIS field data collection. The computers are installed with Davey's Work Planning Software, which is custom programmed for each client's needs. Global Positioning System (GPS) can also be utilized for collection. Coordinates can be collected with a Trimble Pro XR unit, which provides submeter accuracy. Data collection can also be programmed into the Trimble data logger for speed and efficiency.
- Work Management Software (WMS) WMS is proprietary software created by DRG for inventory and GIS management projects. A highly flexible package, WMS can be utilized for many purposes. Data fields are custom programmed according to the project requirements, and assets are plotted over basemaps (ESRI shapefiles, AutoCAD drawing files, or digital orthophotographs) provided by the client.
- Personal Protective Equipment for Project Field Personnel All DRG field personnel
 assigned to this project will be issued photo identification, hardhat, safety vest, safety
 glasses, safety cones to be used while parking, emergency roadside flare kit, and first aid
 kit.
- Office Equipment DRG has all the computer and office equipment necessary to complete the following: set up and configure the data collection equipment, program and process the GIS data, and prepare project data for formal presentation.



Project Team

For this project, the City of Long Beach will favorably benefit from the diverse experiences and backgrounds of Davey Resource Group personnel assigned to the project. The team identified below will provide the City with highly skilled consultants with expert analytical talents and inventory experience. The experience, energy, and enthusiasm of this team will ensure that all stages of your inventory will be positive and productive for the City of Long Beach.

Jack McCabe, Western Regional Operations Manager

Mr. McCabe's primary function includes developing and implementing projects with clients to manage vegetation and other utility/municipal assets on public lands and the rights-of-way. He coordinates communications with clients, organizes inventories and other projects, and develops and facilitates other consulting services. Mr. McCabe's current project management responsibilities include managing major municipal inventory and consulting projects throughout the State of California and the Western United States. His office is located in Santa Margarita, California.

Mr. McCabe joined the Davey Resource Group team in 1999 as a project manager. Mr. McCabe has over fifteen years professional experience working with urban forestry, utility forestry, land use planning, and natural resource management issues. His past professional municipal experience includes the City of San Jose Department of City Planning, where he developed and drafted a General Plan and several natural resource protection policies and guidelines, including ordinances to protect riparian corridor resources.

Mr. McCabe holds a Bachelor of Science degree in Environmental Studies from the University of California at Santa Cruz. He is an International Society of Arboriculture (ISA) Certified Arborist and Utility Specialist (WE-3376UA), holds a Qualified Pesticide Applicators License with the State of California for forests and rights-of-way, and is a member of the Society of Municipal Arborists.

Dana Karcher, Project Developer

Ms. Karcher is a Project Developer for Davey Resource Group, working with communities throughout Arizona, California, and Nevada. Ms. Karcher joined Davey Resource Group in 2006 after six years as a self-employed consultant and the executive director of an urban and community forestry non-profit organization. During that time, she worked closely with municipal foresters on grant writing and program management. She is currently the contracted consulting arborist for the Public Works department for the City of Bakersfield, where her office is located. She holds an appointed position on the Air Resources Citizen Advisory Committee, as well as the Governor's Transportation Task Force for the Central Valley of California.

Ms. Karcher holds a degree in Political Science from the California State University, East Bay. She is a Certified Arborist through the International Society of Arboriculture (WE-7103A) and a board member of the Western Chapter of the International Society of Arboriculture. She sits as an advisor to the state urban forester on the California Community Forestry Advisory Board. She is a member of the Society of Municipal Arborists and the Utility Arborist Association. She is a frequent speaker on Urban and Community Forestry throughout the country and serves as a faculty member for the Municipal Forester Institute. She was the former President of the California Urban Forests Council.

Vince Mikulanis, Project Manager

Vince Mikulanis is currently the Project Manager for accounts in southern California area. Mr. Mikulanis began his career with Davey in July 2003 as a Consulting Utility Forester working out of DRG's San Diego office. His most recent project included developing and coordinating an Arbor Day celebration with San Diego Gas & Electric and the City of San Diego that included a STRATUM analysis promoting the benefits of park trees. Working with cities and other municipal organizations in Southern California has helped him develop strong skills at negotiating the urban forestry interests of multiple stakeholders to achieve mutual agreements and build consensus. Internally, Mr. Mikulanis is responsible for supporting training programs for DRG employees throughout the Western Region.

Mr. Mikulanis earned a Bachelor of Science in Forest Conservation and a minor in Environmental Ethics from Humboldt State University in Arcata, California. He is a member of the Western Chapter of the International Society of Arboriculture and the Utility Arborist Association, and is involved in the San Diego chapter of the California Urban Forest Council. Mr. Mikulanis has successfully participated in several Rex Houze Better Performance and Results programs, and is a graduate of the Dale Carnegie Leadership training program. Vince is an ISA Certified Arborist and Utility Specialist (WE-7330AU).

Tina McKeand, Urban and Community Forestry Specialist

Ms. McKeand is an urban and community forestry specialist for Davey Resource Group. She is the former urban forester for the City of Yuma, Arizona. In this position, she was fully responsible for the development, planning, and management of their urban forestry program. Her duties included supervision and management of staff, development and implementation of training programs, monitoring of contractors, and adherence to all industry standards for tree care including all safety practices and operations. She was responsible for communication with City Council, City Management, other departments, and outside agencies. Other duties included budget development and administration, as well as grant writing and administration.

In addition to her duties in Yuma, Ms. McKeand was an instructional specialist for the University of Arizona Cooperative Extension. While with the Cooperative Extension, she developed the Certified Arborist training classes, while at the same time providing coordination and instruction. In this position, she had extensive contact with the public both as a resource person and as a teacher. Ms. McKeand is a frequent lecturer and author both to the general public and the landscape and tree industry.

She is the former president of the Arizona Community Tree Council and a volunteer for the Western Chapter of the International Society of Arboriculture. She is a Certified Arborist (WE-5005AM) with a Municipal Specialist designation and a graduate of the Municipal Forester Institute.

References

The following individual projects were selected to demonstrate the capability of Davey Resource Group to provide services similar to those requested by the City of Long Beach. Davey Resource Group has conducted nearly 200 municipal urban forestry projects. Additional references can be provided upon request.

City of Mountain View Operations Review, Inventory, and Management Plan, Mountain View, California

Contact Name: Mr. Bruce Hurlbert Telephone Number: (650) 903-6273

In spring 2002, DRG was asked to assist the City by providing an Urban Forestry Operational Review of the resources in the Forestry Section. This review was designed to follow up on issues identified by a 1999 management audit conducted for the entire Community Services Department. That audit found that the Forestry Section lacked the available data on work productivity needed to make an in-depth evaluation of the Forestry Section at that time. The scope of this review included an assessment of staffing, service and expenditure levels, and an analysis of work outputs. To conclude this operations review, the Davey Resource Group developed recommendations designed to enable the Forestry Section to improve its operations wherever possible. By having an objective third-party provide this information, the Forestry Section was able to reassess their goals and secure additional funding for enhanced operations. In 2006, DRG provided a comprehensive re-inventory of street and park trees to update the City's tree management GIS layers. Based on the information generated, DRG developed a management plan designed to assist the City in meeting its urban forestry goals and objectives

Arizona Public Service, Phoenix, Arizona

Contact Name: Mr. Jim McCormick

Phone: (602) 371-5186

From January to June 2005, Arizona Public Service (APS) requested a DRG utility forester to inventory City of Phoenix maintained trees in the utility right-of-way. Using a tablet computer and ROWKeeperTM software, data including species, planter type, irrigation, line build, and proximity to the conductors was gathered. About 17,000 trees were inventoried over basemap data from APS' geographic information system (GIS). Specific consideration was given to sites near sound walls or cutouts that are too small to support large species trees. Trees were detailed relative to the electric system components (i.e., poles and overhead lines) and property parcel boundaries.

Once data collection was completed, DRG worked with the City of Phoenix to add aerial photo imagery. To facilitate joint tree maintenance operations and communication, APS shared the street tree data with the City for reference in its own GIS software.

Oklahoma City Downtown Tree Inventory and Planter Review, Oklahoma City, Oklahoma (EDAW, Inc.)

Contact Name: Mr. Matt Duncan Telephone Number: (303) 542-4704

In late 2006, EDAW, Inc. began working with Oklahoma City to redesign various areas of downtown and unify the City's character. In order to preserve as many trees as possible and better understand the landscape, EDAW asked DRG to inventory the City maintained trees in the area of concern. With a plethora of GIS data made available by the City, DRG used tablet computers to plot trees over digital aerial photos referenced in the mapping software. Each tree was recorded with planter information, irrigation equipment, and hardscape displacement. DRG provided data analysis and highlighted some issues of concern, including a slight over planting of callery pear, lacebark elm, Chinese pistachio, and American sycamore. Additionally, DRG provided a review of tree planter types and occurrences in the landscape. Issues related to planters and species that aren't appropriate were highlighted. Particularly, raised brick planters containing species with spreading roots (i.e., sycamore, sweetgum) were recommended for replanting or redesign. The final report was included with EDAW's presentation to the City of consideration of possible design scenarios.

City of Eureka, California

Contact Name: Mr. Tom Coyle

Phone: (707) 441-4225

In July 2003, DRG provided the City of Eureka with an update of their street tree inventory. Using the City's property parcel and streets basemaps, DRG programmed in-house software and created a GIS layer for trees. Detailed data was collected for each site, including full location addressing, tree condition, maintenance needs, and presence of utilities. In less than 4 days, the City of Eureka had an up-to-date tree database of over 1,300 trees. Using maps printed from the GIS system, the City of Eureka was able to easily identify low-density tree areas, including the area nearby/around City Hall. With complete data on the urban forest at their fingertips, City staff began planning new planting projects for the community of Eureka.

Department of Veteran's Affairs Health Care System, Menlo Park, Palo Alto, and Livermore, California

Contact Name: Mr. Al Seefeldt Phone: (650) 493-5000 ext. 66588

With an aging oak forest, the facilities in the Veteran's Affairs Health Care System at Menlo Park, Palo Alto, and Livermore required a detailed tree inventory by DRG. The data was collected on pen-based computers in a GIS format using company-developed software custom programmed according to the needs of the Veteran's Affairs staff. Inspection emphasis was placed on reviewing the condition and hazard potential of the facilities' trees, particularly those approaching or past maturity. In May 2003, DRG updated the existing inventory, added trees not previously inventoried, and plotted new plantings to create a detailed and up-to-date database of approximately 3,700 tree sites at the three different health care facilities.

About Davey Resource Group

Since Davey was founded in 1880 as North America's first tree care company, The Davey Tree Expert Company has held to a philosophy of excellent service and integrity. Davey, an employee-owned company, is committed to providing LARAP with high-quality, dependable services and advanced technical expertise. The philosophy of company founder John Davey was, "Do it right or not at all." Today, this heritage of excellence is reflected in Davey's dedication to innovation, research, and development. Davey has an enduring commitment to



employee education and safety and implementation of innovative work methods. The tradition of quality service and value makes Davey the right choice for creative solutions in today's rapidly changing world of vegetation and environmental management.

Davey Resource Group (DRG) is the consulting division of The Davey Tree Expert Company. A DRG regional office is located in Livermore, California with field offices in California, North Carolina, New York, and Florida. DRG's wild land fire consulting services specialize in data collection, analysis, planning and public education pertaining to wild land fire management and mitigation.

DRG's mission is to offer technical consulting to natural resource managers, including public and private organizations and companies, utility companies, municipal organizations, and other government jurisdictions. DRG provides urban, traditional and utility forestry solutions, natural resources and environmental planning, research and development, and consulting services. Our clients include governmental agencies, cities, military bases, universities, park districts, utility companies, golf courses, land developers, environmental organizations and commercial properties.

DRG's service areas include the following broad categories:

Natural Resource Consulting

The development of land requires careful planning to ensure 'the best of the last' is considered for conservation or preservation. Davey Resource Group works with the development community and with local community governments to plan for growth in an economically and environmentally sustainable manner. We use state-of-the-art land assessment methodologies to characterize natural areas, determine best management practices to preserve the public health, and safety benefits provided by natural resources. We provide scientifically sound environmental data to legally defend environmental zoning and regulation at the local level. DRG's natural resource scientists also routinely work with clients to ensure compliance with federal, state, and local environmental regulations. This includes comprehensive permitting services related to the Endangered Species Act and Sections 401/404 (of the Clean Water Act).

Tree and Facility Inventories

Davey Resource Group vegetation inventories are customized to meet each client's needs. All data needed to manage the resource is collected to the client's specification. Davey has extensive experience with vegetation management and can provide recommendations on inventory database design to best serve the clients needs. From small villages and municipalities to large urban forests that cover hundreds of square miles, we can create accurate and detailed inventories. These inventories help manage trends, schedule and perform regular maintenance, and create long-term plans and realistic budgets for tree management. In addition, special inventories can be performed to identify trees that represent a safety risk and liability. We also provide inventory update services for clients.

DRG also inventories and maps utility poles and other types of community infrastructure for a variety of purposes including the upgrading of a Geographic Information System (GIS), collecting required information for load and engineering studies, and for identifying required maintenance and restoration services. Data collection techniques make use of the most up-to-date and appropriate technologies, including pen-based computers, Global Positioning System equipment, laser rangefinders, hand-held computers, PDA's and combinations of this equipment.

Software

Davey Resource Group has created software solutions for our clients. We can also create customized software solutions with an intuitive, user-friendly interface for use on the desktop or in the field. Current DRG applications are also used as Internet based systems in those cases where this better serves the client's specific needs.

GIS Services

It is estimated that nearly three-quarters of private and public sector data contain geographic components, which is why many of our clients are interested in Davey Resource Group's Geographic Information System (GIS) mapping capabilities. A GIS is a combination of computer hardware, software, data, and personnel used for the interactive management, analysis, and display of geographic data. More than just a means of generating static paper maps, a GIS is a dynamic, map-oriented database system with geographic objects linked to tabular records. A GIS can be used to efficiently manage, analyze, and present those data in a more readily perceptible form.

Tree Preservation and Management Plans

Implementation of a comprehensive master plan or management plan leads to a healthier, more efficiently maintained urban forest. Based on tree inventory data, Dave Resource Group will develop a plan that provides yearly maintenance and long-term management recommendations including species selection criteria, planting program development and tree protection, conservation, and preservation ordinances. The plan serves as a guide to keep trees healthy and to alert managers to potential diseases, pests and other problems. Plus, it will communicate the importance of the urban forest to key decision-makers and the public, building a foundation for funding and resources.

Utility Services

Davey Resource Group provides over 100 personnel to plan and audit work completed by right-of-way vegetation maintenance crews nationwide. Normal responsibilities include patrolling electric lines, determining work to be completed, interacting with customers, securing permissions when required, managing data for these operations, and auditing completed work. The scope of work varies by client requirements, but the focus is on effectively planning and completing vegetation management tasks.

Wildfire Consulting Services

With the growing national challenge of wild land/urban interface issues, DRG's focus is on hazard and risk assessment, vegetation and infrastructure inventories, defensible space and fuels mitigation planning, data collection utilizing the latest in GIS and GPS technologies, burned area emergency response consulting, and training. In addition, DRG has specialists in public information and education pertaining to wild land fire and grant writing to assist communities and fire departments in attaining funding for planning/mitigation activities.

Research and Training

Our commitment to research and training runs deep beginning with John Davey pioneering tree surgery techniques in the early 1900s to the high profile fieldwork and specialized projects that Davey Resource Group conducts today. We are always working to discover the ideas and innovations that will provide our customers with the knowledge and training they have come to expect of the industry experts. In order to provide this wide range of products and services, DRG's staff of approximately 175 people includes a diverse group of natural resource consulting and environmental planning professionals, including foresters (traditional, urban and utility), wildlife specialists, wild land fire behavior experts, fuels management specialists, work planners, line clearance auditors, right-of-way managers, pole inspectors, inventory specialists, geographic information system designers and programmers, information system specialists, plant pathologists and entomologist, plant physiologists, vegetation managers, arborists, horticulturists, diagnostic technicians, and other technical specialists.

Project Pricing

Tree Inventory

Prices are valid 90 days from this proposal.

Appendix A – Street Tree Inventory Data Field Definitions

The following information provides examples of the data fields that can be collected for each site:

- Mapping coordinate. X and Y coordinate locations (latitude and longitude).
- Blockside. Davey Resource Group will identify the location of each street tree and planting site so that they can easily be identified for future maintenance work. Street trees and planting sites will be located using a street name, side of lot, tree number, and blockside information (on street, from street, and to street). Each tree and/or planting site at an address will receive a Site Number to aid in later locating the site. Additionally, each tree and planting site will be located using GIS maps and/or GPS equipment.
- Area. Tree locations will be identified by subdivision or code number.
- Location. The trees physical location in relation to public ROW and/or public space will be recorded.
- Species. Trees will be identified by genus and species.
- **Diameter.** Tree trunk diameter will be recorded to provide an estimate of the relative age of the tree population. Diameter is measured in size classes at 4-1/2 feet above the ground, or diameter-breast-height (DBH).
- Stems. The number of stems a tree has will be recorded.
- Condition. In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

- Maintenance need. The following maintenance categories will be collected:
 - 1. <u>Priority 1 Removal</u>. Trees designated for removal have defects that cannot be costeffectively or practically treated. The majority of the trees in this category have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities to the client would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

- 2. <u>Priority 2 Removal</u>. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.
- 3. <u>Priority 3 Removal</u>. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
- 4. <u>Priority 1 Prune</u>. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.
- 5. <u>Priority 2 Prune</u>. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.
- 6. <u>Large Tree Routine Prune</u>. These trees require routine horticultural pruning to correct structural problems or growth patterns which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
- 7. <u>Small Tree Routine Prune</u>. These trees require routine horticultural pruning to correct structural problems or growth patterns which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
- 8. <u>Training Prune</u>. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole pruner by a person standing on the ground.
- 9. Stump Removal. This category indicates a stump that should be removed.
- 10. <u>Plant Tree</u>. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires. Planting sites are determined based on standard specifications set forth in accepted technical journals and by the arboriculture industry.
- Observations. General observations referring to a tree's health, structure, and location will be made.
- Further Inspection. This field will be used to indicate that a particular tree will require further or periodic inspection due to particular conditions with the tree that could cause it to be a safety risk and, therefore, potentially hazardous to the public.
- Clearance Required. Trees which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles will be identified, as well as those trees blocking clear visibility of signs or traffic signals.
- Hardscape Damage. Damage to sidewalks and curbs by tree roots are noted.
- Overhead Utilities. The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

- Grow space. The area within the growing space is categorized as:
 - T Tree Lawn
 - W Well/Pit
 - M Median
 - P Raised Planter
 - O Open/Unrestricted
 - I Island
 - U Unmaintained Area
- Space Size. The narrowest dimension of the Grow Space, in feet.
- Notes. Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION URBAN FORESTRY PROGRAM

ENVIRONMENTAL CHECKLIST

Part 1: ADMINSTRATIVE INFORMATION

1.	Project Title: Ur	rban Forest Inven	tory
2.	Project Applicant's N	lame:	City of Long Beach
3.	Name and title of che	ecklist preparer:	Arthur Cox. Superintendent of Street Operations Division

- This checklist is intended for use by applicants for California Department of Forestry and Fire Protection (CDF) Urban Forestry Program projects. It is modeled after the California Environmental Quality Act (CEQA) Environmental Checklist which has been modified to more closely focus on the types of actions and impacts expected to occur while conducting urban forestry tree planting projects. As the lead agency under CEQA, CDF must make a determination as to a project's potential environmental impacts, develop mitigations if necessary and determine the level of environmental documentation and review required. The completion of this checklist will assist CDF in identifying impacts of the proposed project prior to approval. To meet that need someone that is intimately familiar with the project and knowledgeable on potential environmental consequences must complete this checklist. The information in the checklist is meant to supplement the information provided in your application. Maps and photos supplied with your application will assist in CDF's review. This checklist is available electronically (MS Word 97) or may be completed by hand. If you need assistance please contact CDF Urban Forestry Program personnel.
- It is the intent of CDF and the Urban Forestry Program to approve tree-planting projects that are categorically exempt from further environmental review under CEQA. In order for a project to qualify for a categorical exemption CDF must find that there are no "unusual circumstances" associated with the project that lead to the project having impacts on environmental resources (e.g., threatened or endangered species, aesthetics, cultural resources, water quality, etc.) CEQA does not allow for a project's impacts to be minimized or compensated under a categorical exemption; avoiding impacts to resources is the only mitigation permitted. To meet that end the following questions were designed to identify environmental impacts that may occur in various tree planting settings and encourage project applicants to develop measures to avoid those impacts. In the event that potential impacts to a resource are identified it is recommended that the project applicant redesign or reconfigure their project proposal to avoid impacts to the resource. Failure to fully avoid impacts will result in your project requiring a "higher level" of environmental review such as the preparation of a negative declaration or environmental impact report. This could be costly and delay your project. Because of the time and cost associated with the preparation of a negative declaration or environmental impact report CDF encourages you to change your project in order to qualify for a categorical exemption.
- A brief explanation is required for "Yes" responses to the following questions. Responses must be supported by facts, not merely the personal opinion of the checklist preparer.
- All responses must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- Earlier analyses may be used where an impact has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the earlier analysis, describe the

mitigations that were developed and supply copies of relevant sections/pages. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion sections were necessary.

Part 2: PROJECT DESCRIPTION

1.	Project Location: (city, county, nearest town, etc.) City of Lo	ong Bea	ach
2.	and depth of excavations, planting site preparat preparing the planting site (e.g., backhoes, pow	ion (i.e. ver aug essary	uding but not limited to size and numbers of trees, s, land clearing), equipment to be utilized in planting a ers, heavy equipment), later phases of the project, a for the project's implementation. Emphasis should comment rather than describing project benefits.
-	The City of Long Beach will use a professional of	ompan	y to inventory the current street trees (parkway
-	and median). The contractor will use their own	equipm	ent and software to conduct the inventory. The
-	primary attributes collected from the inventory w	ill be G	IS coordinates/ relative location, species, DBH,
-	height, canopy, general condition and maintena	nce req	uirements. The information from this inventory will
_	support the City's urban forest efforts, urban for	est mat	er plan, environmental benefits, identify care and
-	maintenance requirements.		
_			
3. 1	dentify the type(s) of setting(s) where your project	t will be	Rural, Undeveloped of Wildland Setting
\boxtimes	street (parkways, medians, sidewalks, etc.)		undeveloped land
	existing landscaped city/county park		new or rural park
	existing landscaped school grounds		new school grounds
	urban trail, bike trail		agricultural land
	public building grounds		historic district, railroad right-of-way
	Other similar urban or developed setting. Describe setting:		riparian area (within 100 ft of a stream, lake or wetland) Other similar rural, undeveloped or wildland setting Describe setting:
setti	ects confined to <u>urban</u> or <u>developed</u> ngs must address questions in cklist, Part 4.	wi	ojects that include <u>rural</u> , <u>undeveloped</u> or <u>dland</u> settings must address questions i ecklist, Parts 3 and 4.

Part 3: ENVIRONMENTAL IMPACT ANALYSIS FOR PROJECTS IN

RURAL, UNDEVELOPED OR WILDLAND SETTINGS

Projects, or portions of projects, planned for rural, undeveloped or wildland settings may have impacts on various resources (e.g., threatened or endangered species, cultural resources, water quality, etc.). Therefore, project applicants must conduct the following resource studies to determine if resources exist that warrant protection.

Resource Studies:

Conduct a Natural Diversity Data Base Search

Contact CDF, Urban Forestry Program staff to determine how to conduct a Natural Diversity Data Base (NDDB) Search. Submit a copy of the search results along with this Environmental Checklist. If the NDDB search identifies any threatened or endangered species of animals or plants that may be present describe avoidance measures in the appropriate discussion section.

Conduct an archaeological records check

Contact CDF, Urban Forestry Program staff to determine how to conduct an Archaeological Records Check. Submit a copy of the results along with this Environmental Checklist. If the Records Check identifies cultural resources within the project site describe measures to avoid impacts in the appropriate discussion section.

Conduct an archaeological survey

Contact CDF, Urban Forestry Program staff to determine how to conduct an archaeology survey. Submit a copy of the survey results along with this Environmental Checklist. If the archeological survey identifies cultural resources within the project site describe measures to avoid impacts in the appropriate discussion section.

Based on the results of the resource studies please respond to the following questions for projects located in rural, undeveloped or wildland settings.

1.	Discuss the results of the resource studies and briefly describe the archaeological identified within your project site. N/A	and	biologi	cal res	our(
Wi	I the project:				
2.	Require the removal of native vegetation (trees, shrubs) prior to planting, thereby potentially impacting threatened or endangered plant or animal species or cultural resources?		Yes		N
3.	Require extensive soil disturbance, thereby potentially causing soil erosion and impacting threatened or endangered species or cultural resources?		Yes		N
4.	Require the use of large equipment (i.e., backhoe) thereby potentially impacting threatened or endangered species or cultural resources?		Yes		N
5.	Occur within 100 feet of a perennial watercourse, riparian zone or wetland thereby potentially impacting threatened or endangered species, cultural resources or riparian values?		Yes		N

	6.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to Yes Non-agricultural use?
	7.	Discuss any "Yes" responses and describe measures to avoid impacts.
		Part 4: ENVIRONMENTAL IMPACT ANALYSIS FOR ALL PROJECTS
		ease answer the following questions for all projects and discuss all "Yes" responses. Il the proposed project:
	1.	Require approval from other public agencies (e.g., permits, financing approval, or participation agreement (e.g., grading permits, CALTRANS encroachment permits, right-of-way easements, etc.))
	2.	Include activities that were identified in other environmental documents or analyses and support findings of no significant impact (e.g., CEQA documents, environmental surveys, general plans, studies, reports, etc.)
	3.	Conflict with any applicable land use plan, policy, or regulation of an agency with Yes i jurisdiction over the project (including, but not limited to general plans, specific plans, local coastal programs, or zoning ordinances)?
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	4.	Conflict with any ordinances protecting biological resources, such as tree preservation Yes I ordinance, Habitat Conservation Plan, or other policy?
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5.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a	Yes	\boxtimes
	significant hazard to the public or the environment?	 	
6	Result in trees, once mature, coming into contact with power lines?	 Yes	
0.		 	
7.	Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Yes	
8.	Have sufficient water supplies available to serve the project from existing entitlements and resources or substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Yes	
9.	Result in substantial adverse impacts to public services for tree pruning and maintenance?	Yes	

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10.	Substantially increase the use of existing neighborhood and regional parks or other recreational facilities or require the construction of additional recreational facilities resulting in significant environmental impacts?	-	Yes	
	Include trees known to produce pollen/allergens/odors that are irritants or objectionable to large numbers of people?		Yes	
2.	Substantially damage a scenic resource or vista or degrade the existing visual character or quality of the site and its surroundings including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?		Yes	
	Result in, once trees are mature, undesirable shading of nearby property, including residences, offices, swimming pools, solar energy collectors, recreational facilities, etc. or subject adjoining properties to excessive amounts of litter and/or debris?		Yes	
4.	Obscure public safety improvements such as streetlights, traffic signals, signs, etc.?		Yes	
equalune ne ore	ou checked "No" to all preceding questions or checked "Yes" and have provided uired Resource Studies and identified measures sufficient to protect all resources the project may be categorically exempt from further environmental review. Certification, below, and submit this Checklist with your application to the CDF, Lestry Program office. CDF will review your responses and determine whitional environmental review is necessary prior to project approval.	ource Sign Irban		

Part 5: CERTIFICATION

I certify that I have reviewed the proposed project's description and inspected the project site(s).
I have provided accurate and factual responses to the questions and have supplied accurate
information when requesting database searches. In my opinion the proposed project will not
have any negative impacts on the environment.

Signature of Checklist Preparer

5-20-2008

Date

Part 6: DETERMINATION

DETERMINATION (To be completed by CDF, Urban Forestry Program Personnel)

As a representative of CDF and as lead agency for environmental review under CEQA I have determined that a environmental impact evaluation for the proposed project has been satisfactorily completed.

On the	e basis of this evaluation:		
X	I find that the proposed project will not have a significant effect on the environment and meet the Class 6 categorical exemption requirements. This project is therefore exempt from the requirement for the preparation of environmental documents. A Notice of Exemption (NOE will be prepared by CDF.		
	I find that the proposed project could not have a significant effect on the environment and does not method the Class 4 categorical exemption requirements, therefore a negative declaration will be prepared.		
	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to be the applicant. A mitigated negative declaration will be prepared.		
	I find that the proposed project may have a significant effect on the environment, and an environmenta impact report is required.		
	I find that the proposed project may have a "potentially significant impact" or "potentially significant unless mitigated impact" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An environmental impact report is required, but it must analyze only the effects that remain to be addressed.		
	I find that although the proposed project could have a significant effect on the environment, because a potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards and (b) have been avoided or mitigated pursuant to a earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project nothing further is required.		
Signatu	iture of Authorized CDF Reviewer		
oignatt	dule of Authorized CDF Treviewer		
	GLEND FLAMIK URBAN FORESTER	5-30-2008	
Print Na		Date	