

CITY OF SAN DIEGO SHORT-TERM RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and the UNITED STATES DEPARTMENT OF AGRICULTURE, U.S. Forest Service, Pacific Northwest Research Station ("PERMITTEE"), to be effective when signed by the parties and approved by the San Diego City Attorney ("Effective Date"), as follows:

RECITALS

- A. CITY is the owner of that certain real property (City Property), as further described in **Exhibit A: Property**, attached hereto, located within CITY limits and managed by several CITY departments.
- B. PERMITTEE and CITY have entered into a Collection Agreement relating to the collection of data to assist the U.S. Forest Service with the Urban Forest Inventory and Analysis ("Urban FIA") in the CITY, which is attached as **Exhibit B: Collection Agreement**.
- C. In order to collect the data necessary to complete the Urban FIA, PERMITTEE needs to enter various portions of City Property to complete all pre-field activities, install, and manage Urban FIA plots for San Diego and the surrounding urban areas.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Definitions:** As used in this Permit, the following terms shall be defined as follows:
 - 1.1 **"CITY Contact"** shall mean the CITY's Real Estate Asset Department Agent or designee. For purposes of this Permit, the CITY Contact is currently Isaac Tanori, who can be contacted at (619) 236-6264.
 - 1.2 **"Permit Area"** shall mean that certain CITY-owned real property located within City limits, generally depicted in **Exhibit A: Property**, attached hereto, on which the PERMITTEE needs to enter in order to complete the Urban FIA in accordance with the Collection Agreement. The exact locations of the Urban FIA plots is protected information pursuant to the Food Security Act of 1985, 7 U.S.C. 2276(d).
 - 1.3 **"Permit Use"** shall mean the non-exclusive use of the Permit Area for pre-field activities, installation, and maintenance of Urban FIA plots necessary to collect data, and complete the Urban FIA for the City of San Diego and surrounding areas by PERMITTEE, in compliance with the Collection Agreement.

1.4 **“PERMITTEE’s Address for Notices”** shall be:

U.S. Forest Service
Portland Forestry Sciences Lab
ATTN: John Mills
620 SW Main, Suite 400
Portland, OR 97205

Phone: 503-808-2076
Fax: 503-808-2020
Email: jmills@fs.fed.us

1.5 **“Term”** shall mean one (1) year, commencing on the Effective Date. A reasonable extension to the Term may be granted by CITY in its sole discretion.

2. **Right to Enter.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the Permit Area upon 48-hours written notice to Melissa Garcia, Senior Planner, Planning Department, via email message at magarcia@sandiego.gov, solely for the purpose stated under the Permit Use, and for no other purpose whatsoever.
3. **Use of Permit Area.** PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes of the Permit Use. PERMITTEE shall, at its sole cost and expense, obtain any and all required permits and comply with any and all applicable environmental laws, rules and regulations related to the Permit Use.
 - 3.1 **Cal/OSHA.** PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements Title 8 of the California Code of Regulations, as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as Cal/OSHA).
 - 3.2 **Notification and Approval by CITY.** PERMITTEE shall meet with CITY to coordinate the dates, times, and locations on which PERMITTEE may conduct any of the Permit Use, provided that the dates, times, and locations agreed upon by PERMITTEE and CITY must be consistent with the terms and conditions of this Permit. PERMITTEE shall provide at least 48-hour written notice to CITY prior to commencement of entrance onto, or any work to be done within, the Permit Area.
4. **Revocable License.** This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY’s termination of this Permit. CITY may at all times enter upon the Permit Area.
5. **CITY’s Consent, Discretion.** Whenever required under this Permit, CITY’s consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or

her designee (Mayor), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

6. Termination. PERMITTEE or CITY may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to either party.
7. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE's use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals, which may be required for the PERMITTEE's use of the Permit Area.
8. Hazardous/Toxic Waste. PERMITTEE will not allow the installation or release of hazardous substances in, on, under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of a hazardous substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

In the event of any release of a Hazardous Substance, PERMITTEE shall be responsible for all costs of remediation and removal of such Hazardous Substances in accordance with applicable rules and regulations of governmental authorities, subject to the availability of appropriated funds.

To the extent provided in the Federal Tort Claims Act, 28 U.S.C. Sections 1345(b) and 2671-2680, PERMITTEE is liable to, and shall hold harmless, the CITY, its Council, officers, employees, and agents for any and all damages, liabilities, losses, fines, penalties, judgments, demands or actions and costs and expenses suffered or incurred by the CITY, or claims or lawsuits against the CITY, arising out of or resulting from damages of any nature (including but not limited to consulting, attorney, engineering, clean-up, disposal and restoration costs or fees) caused directly or indirectly caused by or arising out of or in any way predicated upon, in whole or in part, the activities or use of the CITY's property by the PERMITTEE, its officers, employees, agents, contractors, invitees, and guests.

If PERMITTEE knows or has reasonable cause to believe that any Hazardous Substance has been released on, in or beneath the premises, PERMITTEE shall give written notice to the CITY within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if PERMITTEE knows, or has reasonable cause to believe that such Hazardous Substance is an imminent and substantial danger to public health and safety, PERMITTEE shall notify the CITY immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. PERMITTEE will notify the CITY immediately of any notice of violation received or initiation of environmental action or private suits

relative to the premises. In addition, PERMITTEE shall not utilize or sell any Hazardous Substance on the property without the prior written consent of the CITY.

9. Unauthorized Activities. PERMITTEE shall not engage in any activity on CITY-owned property other than pre-approved Permit Use. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, shall be removed and the CITY-owned property shall be put back to its condition on the Effective Date at the PERMITTEE's sole cost and expense, subject to the satisfaction of the CITY Contact.
10. Noninterference. PERMITTEE shall not interfere with the use, operations, and activities by CITY on the Permit Area, and PERMITTEE shall use such routes and follow such procedures on the Permit Area as shall result in the least damage and inconvenience to CITY, CITY's tenant(s), and other users of the Permit Area and/or the City Property.
11. Property Damage. PERMITTEE shall pay at its sole cost and expense for any and all damage to the City Property and/or the Permit Area and the personal property of CITY and/or CITY's tenant(s) on the City Property, and the personal property of third parties on the City Property and/or the Permit Area resulting from PERMITTEE'S exercise of the rights granted by this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property.
12. Defaults and Remedies. Any Permit Fee, Rents, or other amount unpaid to CITY shall be due and payable upon PERMITTEE'S receipt of CITY'S invoice therefor. Amounts not paid when due are subject to the procedures and late payment interest penalties of the Federal Prompt Payment Act (31 U.S.C. § 3901 *et. seq.*).
13. Signs. No signs may be displayed on the Permit Area without CITY's prior written consent.
14. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
15. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alteration to the Permit Area.
16. Restoration. Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements, equipment, or other items it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all applicable County and State laws.
17. Encumbrances. PERMITTEE shall keep the City Property free from all encumbrances and liens of any nature that arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such

encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the City Property or Permit Area pursuant to the California Civil Code or other applicable law.

18. PERMITTEE'S Risk. PERMITTEE shall bear any and all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
19. Federal Tort Claims Act. If the death or injury to any person, or the loss of damage to any property, is caused by the PERMITTEE in the course of its use of the facilities described herein; the liability, if any, of PERMITTEE therefor shall be determined in accordance with the applicable provision of the Federal Tort Claims Act (28 U.S.C. 2671-2680).
20. Duty to Hold Harmless. PERMITTEE represents and warrants that it is self-insured with respect to liability for property damage, personal injuries, or accidents caused by its officers, employees, agents, contractors, invitees, and guests in the course of official business and its employees are covered by the U.S. Department of Labor's Office of Workers Compensation Programs with respect to any injuries suffered in the course of federal employment. In conformity with and to the fullest extent permitted by the Federal Anti-Deficiency Act (31 U.S.C. § 1341), Federal Tort Claims Act (28 U.S.C. §§2671-2680), and other applicable federal law, PERMITTEE agrees to release and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from all claims asserted or liability established for damages or injuries to any person or property, including without limitation injury to PERMITTEE'S officers, employees, agents, contractors, invitees, and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area. Notwithstanding the foregoing, PERMITTEE'S duty to hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of CITY.
21. Insurance. PERMITTEE represents and warrants that it is a Federal Agency and is self-insured. If requested by CITY, PERMITTEE shall deliver to CITY evidence of such insurance in form and content reasonably satisfactory to CITY.
22. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area and PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property.
23. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression,

sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

24. Waiver. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is publicly-owned and held in trust for the benefit of CITY's citizens. CITY's failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
25. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY'S prior written consent.
26. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
27. Entire Agreement. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and signed by the party to be charged.
28. Storm Water Pollution Prevention Program. PERMITTEE shall comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.

PERMITTEE shall comply with the CITY's Jurisdictional Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the CITY's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

PERMITTEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

29. Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon personal service, delivery by a reputable overnight service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Cybele Thompson, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

PERMITTEE: U.S. Forest Service
Portland Forestry Sciences Lab
ATTN: John Mills
620 SW Main, Suite 400
Portland, OR 97205

30. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
31. Exhibits Incorporated. Exhibits A and B referenced by said exhibits shall be incorporated as part of this Permit as though fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: Oct. 31, 2017

UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. Forest Service, Pacific Northwest Research Station

By: Gretchen Nicholas
Gretchen Nicholas
Program Manager, U.S. Forest Service

Date: 11/1/17

THE CITY OF SAN DIEGO, a California municipal
corporation

By: [Signature]
Cybele Thompson, Director
Real Estate Assets Department

ENVIRONMENTAL CLEARANCE: This activity is covered by the general rule under State CEQA Guidelines 15061(b)(3), where CEQA applies only to projects which have the potential for causing a significant effect on the environment.

By: [Signature]
Name: Alyssa Muto
Title: Deputy Director, Planning Dept.

APPROVED AS TO FORM:

Date: 11/2/17

MARA W. ELLIOTT, City Attorney

By: Melissa Ables
Melissa Ables
Deputy City Attorney

Exhibit A: PROPERTY

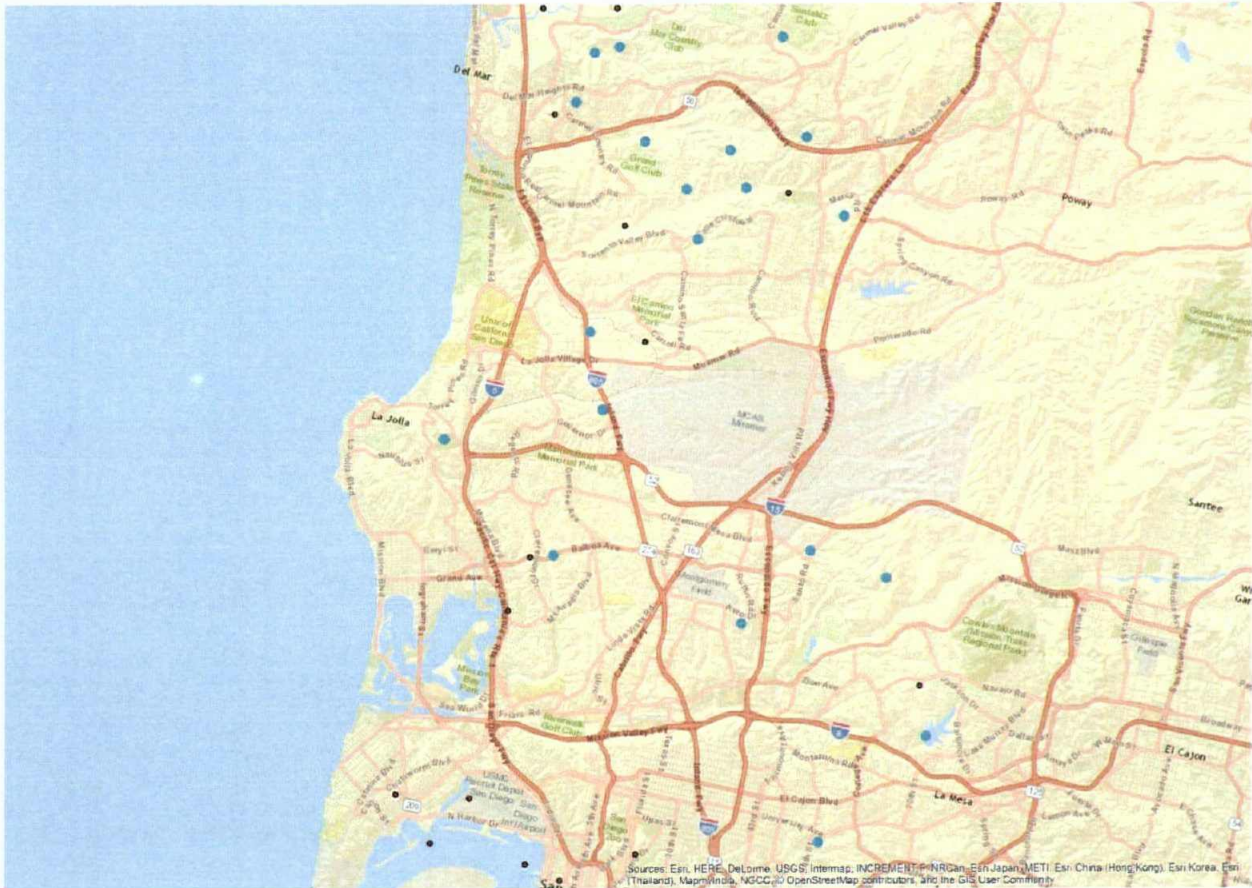


Exhibit B: COLLECTION AGREEMENT



USDA, Forest Service

OMB 0596-0217
FS-1500-11

FS Agreement No. 17-CO-11261979-022

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
CITY OF SAN DIEGO
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
PACIFIC NORTHWEST RESEARCH STATION

This COLLECTION AGREEMENT is hereby entered into by and between the City of San Diego, hereinafter referred to as "the Cooperator", and the United States Department of Agriculture (USDA), Forest Service, PNW Research Station, hereinafter referred to as the "U.S. Forest Service," under the provisions of the the Forest and Rangeland Renewable Resources Research Act of 1978, Public Law 95-307, 92 Stat. 353, 16 U.S.C. 1643.

Background:

The U.S. Forest Service's mandate is to conduct annual inventories of the Nation's forest resources and report on their status, condition, health, and trends. In the past, urban forest resources were excluded from Forest Inventory and Analysis (FIA) annual inventories until 2014 when the first urban inventory was completed in Baltimore City. The urban FIA program has since expanded to include several cities including the City of San Diego which is planned to begin in 2017. In addition to intensifying the sample to improve population estimates around San Diego, the Cooperator is interested in accelerating the cycle from 10 years to 1 year to provide initial data summaries and reporting on a complete cycle sooner. This agreement is beneficial to both parties' goals of reporting on the status of urban forest resources of California and its second largest city. The data collected will also help CAL FIRE work with cities to manage their urban forest resources.

Title: Urban Forest Inventory and Analysis in San Diego

- I. **PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the Cooperator to the U.S. Forest Service to for Urban Forest Inventory data collection and analysis in the City of San Diego, per Appendix A.

II. THE COOPERATOR SHALL:

- A. **LEGAL AUTHORITY.** The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.



- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Cooperator responsibilities as detailed in Appendix A, Security section.

III. THE U.S. FOREST SERVICE SHALL:

- A. REIMBURSABLE BILLING. The maximum total cost liability to the The Cooperator for this agreement is \$87,000. The U.S. Forest Service shall bill the Cooperator quarterly as of 06/20/2017 for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of 15% percent.

Billings must be sent to:

Melissa Garcia
1010 2ND Avenue MS 413
San Diego, CA 92101
Email: magarcia@sandiego.gov
Phone: 619-236-6173

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

- B. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500.00, and only when the Cooperator requirements are clearly defined within this clause.

- C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's documentation requirements.



- D. **FOREST SERVICE OBJECTIVES.** Installation of Urban FIA plots for San Diego and the surrounding urban areas as detailed in Appendix A. Complete all pre-field activities, contact landowners for access, install plots, manage the plot data, the plot jackets, and collaborate with San Diego on publication. The U.S. Forest Service will also load the San Diego data in a publically accessible web application, and provide San Diego with the raw data in database format. After the initial acceleration, if funding allows, the U.S. Forest Service will support a 10 year re-measurement cycle of the plots within and surrounding San Diego and collaborate in future reporting efforts.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Melissa Garcia 1010 2 nd Avenue MS 413 San Diego, CA 92101 (P) 619- 236-6173 magarcia@sandiego.gov	Graciela Hernandez 1010 Second Avenue San Diego, CA 92101 (P) 619-533-3686 ghernandez@sandiego.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
John Mills Portland Forestry Sciences Lab 620 SW Main, Suite 400, Portland, OR 97205 (P) 503-808-2076 (F) 503-808-2020 jmills@fs.fed.us	Daniel Beshears Portland Forestry Sciences Lab 620 SW Main Street Portland, OR 97205 (P) 503-808-3228 (F) 503-808-2020 dbeshears@fs.fed.us

- B. **FOREST SERVICE LIABILITY TO THE COOPERATOR.** The United States shall not be liable to The Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by The Cooperator or any third party.
- C. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and



accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Pacific Northwest Research Station of the U.S. Forest Service, Department of Agriculture, is working cooperatively with the City of San Diego for Urban Forest Inventory data collection and analysis in the city of San Diego."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- D. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- E. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- F. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service products or activities.
- I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.



To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. **COLLABORATION.** The U.S. Forest Service and the Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the Cooperator's participation in the Urban Forest Inventory and Analysis project.
- K. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service **PACIFIC NORTHWEST RESEARCH STATION** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **PACIFIC NORTHWEST RESEARCH STATION** will notify The Cooperator when permission is granted.
- L. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. **OFFSETS, CLAIMS AND RIGHTS.** Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- N. **NONDISCRIMINATION STATEMENT - PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410



or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

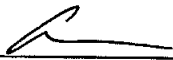
- O. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- P. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through 07/01/2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

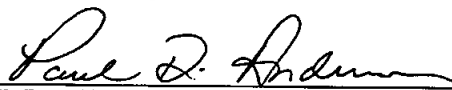


USDA, Forest Service

OMB 0596-0217
FS-1500-11

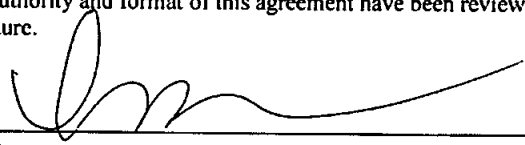
Approved as to form and legality:



Date 5-22-17City Attorney
The City of San DiegoKristina Peralta
Director
Purchasing & Contracting5/16/2017
DateMayor or Designee
The City of San Diego

Date 05/08/2017PAUL D. ANDERSON
Acting Station Director
U.S. Forest Service, PNW Research Station

The authority and format of this agreement have been reviewed and approved for signature.



Date 5/8/17VITA
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Appendix A

SAN DIEGO URBAN FOREST INVENTORY & ANALYSIS (URBAN FIA) DATA COLLECTION—WORK PROGRAM

The USDA Forest Service has expanded the Forest Inventory and Analysis (FIA) Program into urban areas, known as the Urban FIA Program, collecting data on urban forest resources. The Urban FIA program collects, analyzes, reports, and distributes information and data about the extent, content, and condition of the Nation's urban forests as well as how much forest land exists and who owns it. The Pacific Northwest Research Station's FIA (PNW FIA) unit is partnering with the City of San Diego for the Urban FIA data collection within the city of San Diego and the surrounding suburban area.

PNW FIA will work closely with the City to provide field data collection for one-hundred and ninety (190) to two-hundred and ten (210) Urban FIA plots, including; determining land ownership, securing permission to access property, and data collection as per the "Forest Inventory and Analysis National Urban FIA Plot Field Guide; NATIONAL URBAN FIA PLOT FIELD GUIDE, Version 7.1" Not all plots will be accessible, and there may be revisions to the manual by PNW FIA for regional compatibility.

See: <https://www.nrs.fs.fed.us/fia/urban/field-guides/regional/2017%20NRS%20FG-7.1.pdf>

URBAN TRAINING AND CERTIFICATION

PNW FIA will send at least at least one experienced crew and a Quality Assurance (QA) crew member to attend an urban certification session in the Midwest. The crew will have a full and comprehensive understanding of many procedures used in urban data collection.

URBAN FIA PLOTS DATA COLLECTION

Crews will visit plot locations, photo document the plot center, collect land use and map land use boundaries, identify tree species, tree size, tree condition, site attributes, and ground cover types. If no trees are found, site attributes and ground cover data are collected. A complete list of data items collected, plot designs, and the protocols for P2 urban plots can be found at the link provided above.

PLOTS ON PRIVATE LANDS

PNW FIA will obtain current ownership information on plots that are located on private land. FIA will provide a GIS parcel-owner overlay showing the plot location intersection with ownership. PNW FIA will send out letters/post cards to land owners with a YES/NO request for permission, this document will be provided with the plot sheets. PNW FIA will conduct a follow-up contact on all denied access plots and on all plots where no response was received. When permission is granted by the private landowner, the name of individual, phone number used in the contact, date, time permission was granted, and address of land owner is recorded. If given permission on site (e.g., in person), no phone number is required. If PNW FIA was given

permission in writing through mail correspondence, a copy of the letter or response form will be included in the current plot jacket. Under no circumstances will a crew enter private lands without verbal or written permission from the landowner or landowner agents.

PLOTS ON COUNTY, STATE AND FEDERAL LANDS

The public agency managing these lands may require permission to access these lands or sections of these lands restricted by regulation or policy. Additionally, PNW FIA crews will inform land managers of these agencies that they are conducting the inventory as a professional courtesy.

DENIED ACCESS OR HAZARDOUS PLOTS

Any denied access plots will have the landowner's complete mailing address and telephone number included on the plot sheet. DENIED ACCESS will be written in the notes section of the plot sheet along with a note stating the name of the individual who denied access.

Similarly, for any plot where the entire plot area is inaccessible due to permanent hazardous conditions, "HAZARDOUS PLOT" will be written in the notes section of the plot sheet as well as descriptive details explaining why the plot is classified as hazardous. Conditions that are temporarily hazardous due to high water, wildlife, poor road conditions, etc. shall be re-visited at a later date when the temporary hazard is no longer a factor. For plots where only a portion(s) of a plot is classified denied access or hazardous condition, crews will complete it as described in the current urban field guides.

URBAN PLOT QA AND DATA COLLECTION DELIVERABLES

Compliance with data quality objectives in the field will be determined by the plot scoring program, Microsoft Excel Quality Assurance (QA) scoring program, to be administered by the FIA QA inspector. The inspector will work with the crew when beginning the project, doing hot-checks, and inspect and score roughly 5-10-percent of the plots over the remaining period (PNW FIA in-house crews are typically checked less than 10 percent). Acceptable quality level will be defined by plot scores for FIA data collection using the QA scoring program as 90 and above.

Completed plots are defined as being field visited, electronically collected and entered into a provided portable data recorder (PDR) free of edit errors with all previous records reconciled and all plot data complete. Additionally, plot data will be successfully loaded to the FIA database and all plot sheets, landowner letters, and associated SP maps will be included in the plot-jacket folder. If a plot file contains PDR warnings, each must be resolved/corrected prior to being loaded to the FIA database (each warning requires a note in the data file stating that it has been addressed).

URBAN FIA PLOTS SCHEDULE

Complete plots will undergo QA in the field before being uploaded in to the FIA database electronically transferred to PNW FIA. Plot sheets will be completed and jackets will be shipped by a method that has a shipment tracking feature.

The plot data collection is to be completed and delivered in twelve (12) months, or sooner, from the signing of the formal Collection Agreement. The goal is to have all data collected, an office QA completed, data delivered to the City, and report writing begun within twelve months.

SECURITY

Employees or agents of the City will abide by the restrictions outlined in the FY2000 Consolidated Appropriations Bill (PL 106-113), Congress included language which modified the Food Security Act of 1985 (7 U.S.C. 2276(d)) to add FIA data collection to a list of items requiring confidential treatment. Among other things, the law prevents FIA from disclosing sample locations in such a way that individual ownership can be determined, and it provides for **criminal penalties** for violations. It is assumed that selected employees of the City may visit plot locations on private lands to provide aid in species identification or for logistical reasons. If this is anticipated, PNW FIA will enter into a formal Memorandum of Understanding (MOU) with the City that will provide the reasoning for plot location disclosure to non-FIA employees, and like the FIA crews themselves, the employees will be required to sign a Non-Disclosure agreement. This is mandatory.