

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

8CA05462

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTOR NAME

City of Oakland Public Works

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$600,000.00 - Six Hundred Thousand Dollars and 00/100 cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Attachment 1	Detailed Scope of Work	2
Attachment 2	Location Map	2
+ - Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit C *	General Terms and Conditions (04/2017)	-
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Additional Provisions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Oakland Public Works

CONTRACTOR BUSINESS ADDRESS

7101 Edgewater Drive Bldg 4

CITY

Oakland

STATE

CA

ZIP

94621

PRINTED NAME OF PERSON SIGNING

Brian Carthan

TITLE

Parks and Tree Services Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/1/2021

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Matthew Reischman

TITLE

Deputy Director, Resource Management

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Matthew Reischman

DATE SIGNED

9/1/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES AP

EXEMPTION (If Applicable)



**EXHIBIT A
(Scope of Work)****SCOPE OF WORK**

1. City of Oakland Public Works (The City) agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) professional services to support CAL FIRE fuel reduction activities as described herein:

The City is to provide professional services in association with developing permits for hazardous fuel/ vegetation management projects within The City's sphere of influence. Professional Services support will be provided by The City or designated contractors, which includes, but is not limited to, Registered Professional Foresters, biologists, archeologists, or other experts in preparing legally required environmental documents as required by law.

The Agreement may be amended to increase services at the rate(s) specified in Exhibit B, Budget Detail and Payment Provisions.

2. The City shall be responsible for soliciting and enlisting qualified professional service personnel as needed by CAL FIRE to these activities within the The City's area of influence. Professional services personnel shall be established to minimize travel cost affiliated with CAL FIRE directed workload.
3. Services shall be provided during normal business hours, Monday through Friday over the three-year agreement period. Actual work schedule and service frequency shall be coordinated by the CAL FIRE Project Representative.
4. The Project Representatives during the term of this Agreement will be:

State Agency: Dept. Forestry and Fire Protection	Contractor: City of Oakland Public Works
Name: Joy Tucker	Name: David Moore
Phone: (530) 224-1665	Phone: (510) 615-5852
Fax:	Fax: (510) 615-5845
Email: joy.tucker@fire.ca.gov	Email: dmoore@oaklandca.gov

Direct all inquiries to:

State Agency: Dept. Forestry and Fire Protection	Contractor: City of Oakland Public Works
Section/Unit: Business Services – Contracts Unit	Section/Unit: Parks and Tree Services
Attention: Julie Jenkins	Attention: Brian Carthan, Manager
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: 7101 Edgewater Drive Bldg. 4 Oakland, CA 94621
Phone: (916) 894-9849	Phone: (510) 615-5510
Fax:	Fax: (510) 615-2658
Email: Julie.jenkins@fire.ca.gov	Email: bcarthan@oaklandca.gov

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

DETAILED SCOPE OF WORK

Current forest and vegetation conditions have created a significant need to increase the pace and scale of forest management activities statewide. To effectively implement these activities, projects must undergo thorough environmental review and compliance. CAL FIRE does not currently have the resource management staff to affectively address this increased need and workload.

1. The City will help allow CAL FIRE to more effectively increase the pace and scale of critical forest management at the landscape level within the area of The City's influence. Work will be completed over a three (3) year timeline and work product deliverables will include reports, surveys, and scoping efforts as required completing environmental compliance per CAL FIRE policy and procedures and all applicable laws.
2. The project will take place in the public right-of-way along Skyline Boulevard between Shepherd Canyon Road and Keller Ave in Oakland, CA. This general area of the city is commonly referred to as the Oakland Hills and is defined by dense forest canopy, forested parkland, undeveloped lots, single family homes, meandering narrow roads, and steep slopes. The topography and winding street layouts make egress and ingress difficult. Skyline Boulevard is one (1) of the main evacuation routes because it is one of the few uninterrupted roads, and the only road that has two (2) traffic lanes going in each direction. The Skyline Boulevard evacuation route serves the neighborhoods of:
 - A. Chabot Park, Sequoyah, Caballo Heights, Skyline-Hillcrest Estates, Crestmont, Woodminster, Piedmont Pines, Shepherd Canyon, Montclair, Montclair Business, Oakmore, Lincoln Highlands, Forestland, Merriwood, Upper Rockridge, Glen Highlands, Upper Diamond, Redwood Heights, Mills College, Millsmont, Eastmont Hills, and Sheffield, which are home to a combined total of 23,631 structures and a population of 57,708 people.
3. The treatment area will take place along approximately 7.5 miles of Skyline Boulevard, approximately thirty (30) feet to each side of the road, plus the forested median that runs through the middle of the traffic lanes. The objectives of this project include:
 - A. Protect the Skyline Boulevard fire evacuation route by removing approximately 250 dead, dying, and/or hazardous trees from the sides and median of the road. These trees are mostly Monterey pine, but include eucalyptus, black acacia, coast live oak, and other species. Many of the Monterey pines have reached the end of their lifespan, and/or are becoming victims of ongoing drought conditions. A recent tree inventory funded by a CAL FIRE grant counted over 200 dead, dying, and/or hazardous mature trees within striking distance of the public right of way in this project area that are recommended for removal.
 - B. Protect the Skyline Boulevard fire evacuation route by pruning branches of healthy trees away from the road when tree removal is not an appropriate remedy.
 - C. Plant 150 oak trees in appropriate locations as shaded fuel breaks along the Skyline Boulevard fire evacuation route.

Expected outcomes of this project include:

 - A. A substantial reduction in the amount of dead and hazardous trees within striking distance of the public right of way that can fall across or drop limbs across the Skyline Boulevard fire evacuation route.
 - B. A substantial reduction in the chances of a wildfire crossing the Skyline Boulevard fire evacuation route.
 - C. A substantial reduction in the ability for tree branches over Skyline Boulevard to carry fire.
 - D. A substantial reduction in the fuel load along Skyline Boulevard to reduce fire intensity that could in the event of a wildfire evacuation.

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

- E. Woody biomass created by operations will be disposed of in ways to minimize greenhouse gas emissions. Logs will go to a green waste facility and/or be used as traffic barriers on nearby roads. Branches and brush will be chipped on site and spread to inhibit the growth of grasses and other potential fire fuels. No woody biomass will be burned or landfilled.
- F. The planted oak trees will replace the shorter-lived, highly flammable species removed from the treatment area and mitigate the aesthetic impact of tree removals. The oaks will eventually develop a shade canopy to discourage ground surface fuels.
4. The City professional services will be evaluated based on the adequacy of report documentation provided to CAL FIRE. Documentation must meet Departmental standards to facilitate compliance with the California Environmental Quality Act (CEQA) and other pertinent laws to facilitate project permitting as determined by CAL FIRE.
5. The City's professional services personnel may perform all or portions of CAL FIRE's tasks associated with environmental compliance, project development and implementation as follows:
- A. Environmental Compliance: Complete CAL FIRE environmental CEQA checklist, complete environmental surveys and archeological reports to complete CEQA compliance; develop prescribed burn plans, smoke management plans and other necessary documentation for prescribed burn project approval.
 - B. Project Development: Conduct public outreach, initiate landowner's contacts, complete landowner access agreement, identify project boundaries, identify sensitive resources within project areas, develop mitigations or Best Management Practices, conduct mapping and analysis and finalize management plans as required.
 - C. Project Implementation: Act as Project Manager on behalf of CAL FIRE, provide project oversight; provide operational direction to contractors or resources completing forest management and reforestation activities. Monitor project activities, collect data, and develop final reports on implementation and effectiveness.

The City's professional services will be evaluated based on the adequacy of report documentation provided to CAL FIRE. Documentation must meet Department standard to facilitate compliance with the CEQA and other pertinent laws to facilitate project permitting as determined by CAL FIRE.

6. Travel associated with environmental compliance, project development and project implementation activities will be billed at the State's current mileage rate for the year.

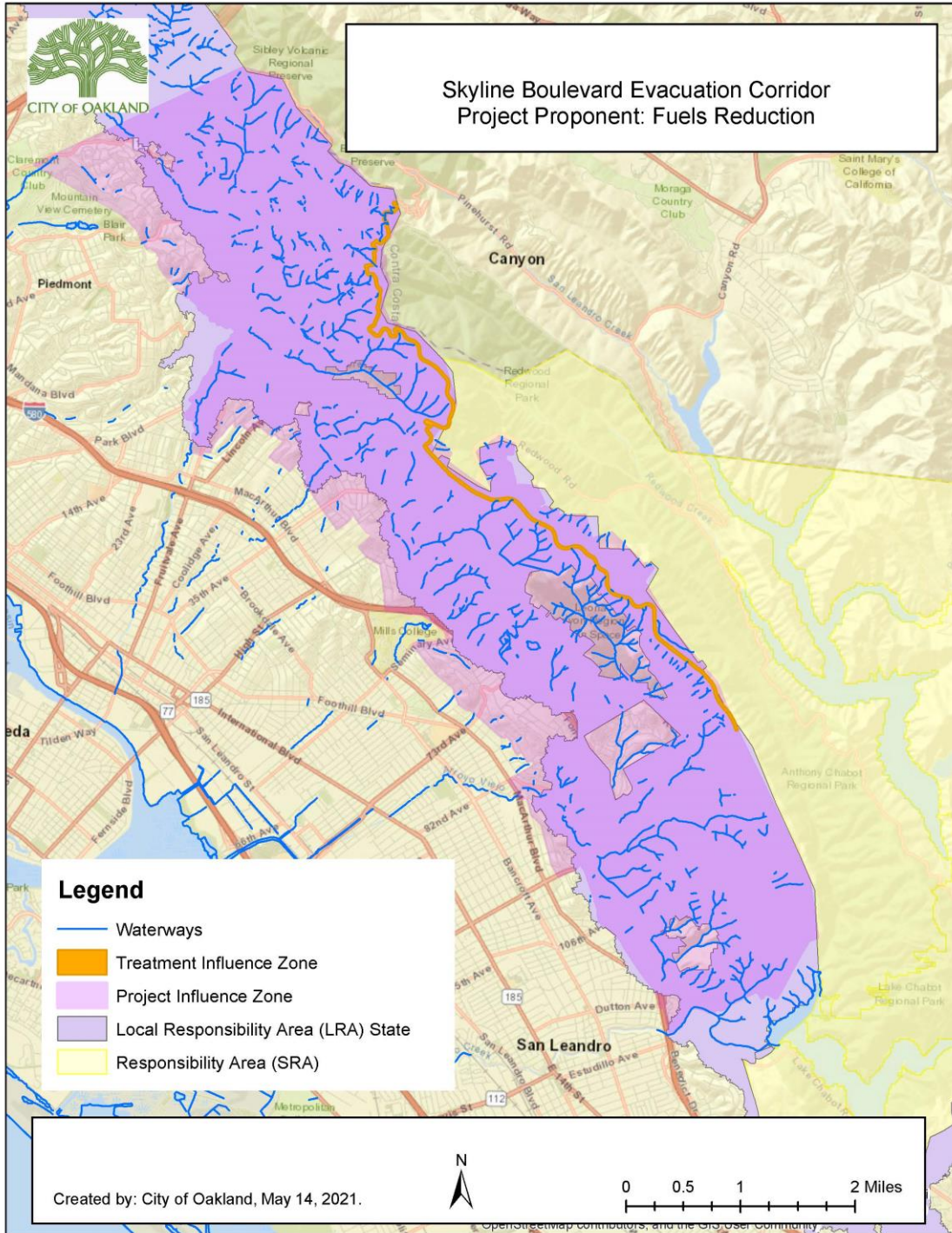
CalHR 2021 Personal Vehicle Mileage Reimbursement Rates:

Type	Reimbursement Rate per Mile
Personal Vehicle (approved business/travel expense)	\$0.56
Personal Vehicle (state-approved relocation)	\$0.16
Private Aircraft (per statute mile) *	\$1.26

*Unless otherwise stated in the applicable MOU, the personal aircraft mileage reimbursement rate is \$1.26 per statute mile.

**EXHIBIT A, Attachment 2
(Location Map)**

LOCATION MAP: WITHOUT PARCELS



**EXHIBIT A, Attachment 2
(Location Map)**

LOCATION MAP: WITH PARCELS

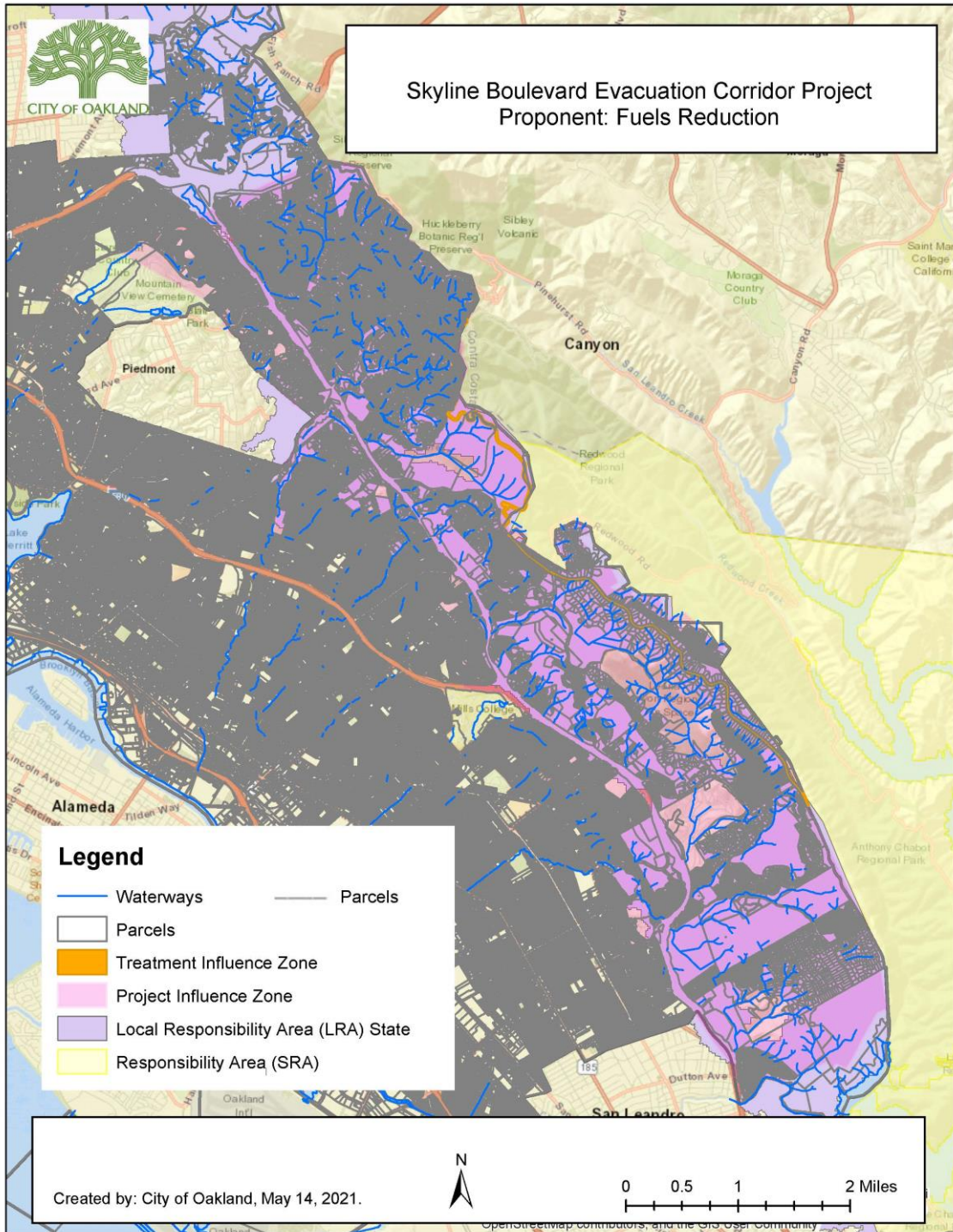


EXHIBIT B
(Budget Details and Payment Provisions)**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the CAL FIRE agrees to compensate The City for actual expenditures incurred in accordance with the rates specified as follows:

Professional Services to Support CAL FIRE Fuel Reduction Activities - SCU	\$600,000.00
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Description	Rate
Tree Removal	\$2,500 per tree
Tree Pruning	\$2,500 per tree

- B. Invoices shall include the Agreement Number (8CA05462) and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection
Attention: Joy Tucker
6105 Airport Road
Redding, CA 96002
(530) 224-1665
CNRgrants@fire.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Clause Advance Payment

Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. Recovering Receivables from Another State Department

In accordance with Government Code Section 11255, this agreement provides a process for non-payment. In the event that an invoice is not paid by the due date and the invoice is not in dispute, a 30-day notice shall be issued to the debtor department that a transfer of funds will be initiated. This transaction request will be prepared in accordance with the Department of Finance Budget Letter 10-10.

**EXHIBIT D
(Special Terms and Conditions)**

SPECIAL TERMS AND CONDITIONS

1. Confidentiality

- A. All data and information related to CAL FIRE operations, which are designated confidential by CAL FIRE or developed by the Contractor and deemed confidential by CAL FIRE, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CAL FIRE paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes and will be held liable under said State and Federal statutes.
- C. The Contractor and all subcontractors shall immediately notify the CAL FIRE Project Representative of any request from a third party for disclosure of any information relating to this agreement, including, but not limited to, subpoena, deposition proceedings, court order, Public Records Act Request, or other legal action. Unless the CAL FIRE Project Representative authorizes the disclosure of the information in writing, the Contractor will coordinate a response to any such request with the CAL FIRE Project Representative, exempting or redacting this agreement to the maximum extent permitted by law. Each party will be responsible for their own costs.

2. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CAL FIRE.

3. Audit

Agreements involving the expenditure of public funds in excess of \$10,000 are subject to the examination and audit by the State Auditor for a period of three (3) years after final payment under the agreement (GC § 8546.7).

**EXHIBIT E
(Additional Provisions)**

ADDITIONAL PROVISIONS

1. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)