

RIGHT OF ENTRY AGREEMENT FOR COMMUNITY FIRE HAZARD REDUCTION PROJECT BETWEEN LAKE VALLEY FIRE PROTECTION DISTRICT, CITY OF SOUTH LAKE TAHOE, AND COUNTY OF EL DORADO

This AGREEMENT is entered into on the date finally signed by the Parties ("Effective Date") between the Lake Valley Fire Protection District, a fire prevention district ("Lake Valley"), the City of South Lake Tahoe ("City"), a local agency, and the County of El Dorado ("County"), a political subdivision of the State of California, also be referred to collectively as "Parties".

RECITALS

WHEREAS, Lake Valley is implementing a community fire hazard reduction and defensible space project to reduce fuels, increase forest health, and improve wildfire resilience within its jurisdiction; and

WHEREAS, County owns 71 parcels within Lake Valley's jurisdiction and desires fire hazard reduction treatment of the parcels ("Project"). For purposes of this Agreement, the term "Project" refers solely to activities on the County owned parcels; and

WHEREAS, Lake Valley, via an agreement with City, seeks to treat the County owned parcels to improve their fire resiliency; and

WHEREAS, Lake Valley and City have expertise and experience in implementing fire hazard treatment in the Lake Tahoe Basin; and

NOW THEREFORE, in consideration of the foregoing recitals and the promises, covenants, and conditions the Parties agree to the following for the purpose of implementing the Project.

FIRE HAZARD REDUCTION PROJECT RIGHT OF ENTRY

1. **Right of Entry.** County grants Lake Valley Fire and City permission to enter onto the Property for the term of the Agreement, for purposes of carrying out the Project as described herein.
2. **Project Scope.**
 - a. **Location.** The Project encompasses the 71 County-owned parcels (Property) in Lake Valley's jurisdiction (see Exhibit A – Parcel List).
 - b. **Vegetation.** The vegetation in the area is a mixed-conifer tree stand primarily consisting of Jefferey pine, lodgepole pine, white fir, and incense cedar. There are areas with high concentrations of montane chaparral species such as manzanita, whitethorn, huckleberry oak, and tobacco brush.
 - c. **Activities.** Lake Valley and/or City crews will use chainsaws/hand tools to remove intermediate and suppressed conifer species and flammable brush species to reduce the vertical and horizontal continuity of fuels. The resulting slash will be chipped and removed from the Property or broadcast back on the ground to less than 6 inches depth. There may be limited areas where hand piling for future burning is used to dispose of slash based on topography and access. Activities on County parcels will also be subject to the following conditions:

- i. No vegetation larger than 14 inches in diameter at breast height may be removed.
- ii. Trees larger than 14 inches in diameter at breast height (DBH) may be removed on a case-by-case basis with prior consent from the County.
- iii. Lake Valley and City shall comply with all applicable laws.
- iv. All reasonable precautions will be exercised to avoid damage and protect persons and/or property.
- v. Access to the Property shall be between the hours of 6:00 AM – 8:30 PM.
- vi. The Project activities shall not unduly prevent access to the Property and will not interfere with County activities or operations on the Property. The County will provide at minimum 48 hours' notice to Lake Valley and City if any activities or operations are anticipated on the Property.

3. Limitations.

- a. This Agreement does not create an obligation for Lake Valley/City to implement the Project. Execution of the Project is in the sole control and discretion of Lake Valley and City who retain sole oversight over any contractor implementing the Project. All work will be implemented with best professional standards.
- b. No activities beyond the Project, as described above, are permitted on County parcels without advanced written authorization from the County.
- c. This Agreement does not exempt Lake Valley and City from being required to obtain any other necessary permits to perform the Project, including any obligation under the California Environmental Quality Act (CEQA).

4. Condition of the Property.

- a. The County will ensure that there is no undue interference with the Project by the public or other entities.
- b. Lake Valley and City will implement best practices to ensure a safe working site and will leave the Property in good condition with as minimal erosion potential as reasonably feasible. Upon completion of the Project, Lake Valley and City further agree to reasonably repair any damage or destruction to roads, fences, or other property structures which Lake Valley or City respectively negligently caused by implementation of the Project. Lake Valley and City shall not seek to recover from County the costs of any remediation or damages to the Property incurred due to actions taken pursuant to this Agreement.

5. Liability and Indemnity.

- a. To the extent allowable by law, Lake Valley and City shall defend, indemnify, and hold County harmless against any and all claims, actions, demands, liability, judgments, awards, fines, penalties, losses, damages, and any expenses whatsoever, including environmental, attorneys' fees, and court costs (hereinafter collectively referred to as "claims"), which arise out of or result from Lake Valley and City's respective negligent actions while implementing the Project, including during use of the Property by Lake Valley and City, respectively, or each respective Parties' invitees, or the public during active Project implementation, except for claims arising from the sole negligence or willful acts of the County, its officers and

employees, or as expressly prescribed by statute. This provision shall not survive the termination or expiration of this Agreement.

- b. To the extent allowable by law, the County shall defend, indemnify, and hold the Lake Valley and City harmless against any and all claims, actions, demands, liability, judgments, awards, fines, penalties, losses, damages, and any expenses whatsoever, including environmental, attorneys' fees, and court costs (hereinafter collectively referred to as "claims"), which arise out of or result from the County's negligent actions while implementing the Project, except for claims arising from the sole negligence or willful acts of Lake Valley or County, its officers and employees, or as expressly prescribed by statute. This provision shall not survive the termination or expiration of this Agreement.

6. Notices. Any notice required hereunder shall be provided as follows:

- a. For Lake Valley Fire Protection District:

Lake Valley Fire Protection District
2211 Keetak St
South Lake Tahoe, CA 96150
[Attn: Martin Goldberg](mailto:goldberg@lakevalleyfire.org)
goldberg@lakevalleyfire.org

- b. For City of South Lake Tahoe
South Lake Tahoe Fire Rescue
2101 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Attn.: Jay Manning
jmanning@cityofslt.gov

- c. For the County:
Brendan Ferry
Chief Deputy Director
(530) 573-7905
brendan.ferry@edcgov.us

7. Insurance. All Parties shall maintain comprehensive general liability insurance and property insurance or a self-insurance program including both. The minimum limits are \$1,000,000 per occurrence/\$2,000,000 aggregate. Lake Valley and City shall require any contractor(s) to name the County as an Additional Insured, a waiver of subrogation along with primary and non-contributory endorsement.

8. Term. The Agreement shall begin on the Effective Date and terminate upon completion of the Project, not to exceed November 30, 2027, unless revoked by the County with written notice to the Lake Valley/City prior to implementation of the Project. Should the Project not move forward this Agreement is void.

9. Extension and Amendment. This Agreement constitutes the entire agreement between the parties. This Agreement may be extended or amended as necessary by mutual

consent of the Parties by execution of a written amendment signed and dated by all Parties. The rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

10. No Funding Obligation. This Agreement does not create a funding obligation for any of the Parties.

11. Right of Lake Valley and City to Control the Project Area. Lake Valley and City shall have the right to take reasonable actions to control County owned parcels included in the Project during active Project implementation. Such actions may include, but are not limited to, establishing a closed area to protect both workers and the public, and posting warning signs and physical barriers around the perimeter to alert residents, visitors, and motorists of the ongoing operations.

12. Choice of Law and Venue. This Agreement and all issues arising hereunder shall be governed by and construed in accordance with the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Court in the County of El Dorado, South Lake Tahoe Division.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Authorized to Legally Bind. The undersigned represent that they are duly authorized to legally bind their respective Parties to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date indicated below.

Lake Valley Fire Protection District:

City of South Lake Tahoe:

Date

Date

County of El Dorado

Date

Exhibit A – Parcel List