



MEETING DATE: August 14, 2024

AGENDA ITEM: 6. Landowner agreement for the Eastern Plumas County Wildfire Protection Project

FROM: Susan Scarlett

RE: Landowner agreement for the Eastern Plumas County Wildfire Protection

BACKGROUND:

The City of Portola has five parcels enrolled in one of the Fire Safe Council's hazardous fuels reduction projects known as the Eastern Plumas Wildfire Protection Project. This is a grant funded program designed to help reduce losses from wildfire and better prepare homeowners and their property.

-Cal Fire awarded the Plumas County Fire Safe Council \$6 million to help fund this project.

-It encompasses the communities of Lake Davis, Portola, Gold Mountain, Grizzly Ranch and parts of Clio.

-The Council approved the landowner agreement for part of the project on April 24, 2024

-This agreement includes the wording from the City Attorney that was added to the first agreement.

-Attached is an overview map of the full project

RECOMMENDATION:

Review the Landowner agreement and direct the Interim City Manager to execute the agreement.

FISCAL IMPACT:

There is no cost share

ATTACHMENTS:

- A. CITY OF PORTOLA LANDOWNER AGREEMENT
- B. EPWP OVERVIEW 20240319 (1)-1



P.O. Box 3880
418 N Mill Creek Rd
Quincy, CA 95971
(530)-283-3739
www.plumascorp.org

July 26, 2024

Dear Project Participant,

The Plumas County Fire Safe Council is pleased to tell you the Eastern Plumas Wildfire Protection Project is progressing. There are a number of important things for you to know as we get underway:

1. You may have already been in contact with the lead forester on the project, Danielle Bradfield. If you have any questions regarding the project specifications or boundary, you may contact Danielle at: danielle@rforestry.org or (530) 927-7095.
2. Katie Quinn is the project manager at the Fire Safe Council. If you have any questions regarding the landowner agreement or next steps, her contact information is: katie@plumasfiresafe.org or (530) 927-5281.
3. Plumas Corp is the fiscal agent for the project, meaning that all financial matters are handled by the Plumas Corp staff. Scott Corey is the primary contact at Plumas Corp: scott@plumascorp.org or (530) 927-5293.
4. An operator contract is scheduled to be awarded this summer. The contractors will be working closely with the forester to complete work no later than March 15, 2025. The forester and contracted operator will determine the workflow. The operator is required to contact you 48 hours prior to commencing work on your property.

Thank you for your patience as we have worked through the layout and environmental compliance portions of the project. Your participation is valuable in making our communities more fire-resilient. We are very excited to get work started.

Sincerely,

Matt West

Interim Program Director, Plumas County Fire Safe Council

**LANDOWNER AGREEMENT
EASTERN PLUMAS WILDFIRE PROTECTION PROJECT
“FIRE SAFE” FUEL REDUCTION PROJECT**

This contract is entered into by Plumas Corporation and City of Portola (hereinafter “Landowner.”) Landowner owns property, **APN #126-158-002, 126-159-002** the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Plumas County Fire Safe Council has received a grant to conduct “fire safe” projects in which excess timber and vegetation is removed and thinned from the property of local landowners to increase the ability to control and suppress forest fires that may occur in the future; and,

WHEREAS, the Plumas County Fire Safe Council retains Plumas Corporation to provide administrative services to the project; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to both decrease the risk of fire and the severity of fire damage.

NOW THEREFORE, the parties agree to the following terms and conditions:

SECTION 1 – CONTRACT TERM OF AGREEMENT

1.0 Work shall begin as soon as is feasible upon execution, and be completed prior to 03/15/2025.

SECTION 2 - RESPONSIBILITIES OF PLUMAS CORPORATION

2.1 Plumas Corporation will ensure compliance with the California Forest Practice Act, California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.

2.2 Plumas Corporation will ensure completion of all tasks necessary to complete the project including (1) obtaining bids and entering into contracts with contractors to perform work on Landowner’s property, (2) obtaining all necessary permits, and (3) performance of any archaeological or biological surveys determined necessary.

2.3 Plumas Corporation shall have final authority about how the work described by this contract will be performed, including who will perform the work and when and how the work shall be performed. Plumas Corporation and its contractors will make every reasonable effort to accommodate Landowner interests.

2.4 Plumas Corporation is financially responsible for all labor, including independent contractors, required to complete the work subject to this contract, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Plumas Corporation shall provide all equipment and materials that may be required to complete this project, except as specified in “Responsibilities and Duties of Landowner.”

- 2.5 Plumas Corporation shall ensure that timber operators and foresters have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the Plumas County Fire Safe Council, Plumas Corporation, and the Landowner.
- 2.6 During the term of this Contract and at all times when work is performed on the project, Plumas Corporation and the Plumas County Fire Safe Council will carry at its own expense, and require each contractor ,and subcontractor that performs work on the project to carry at is own expense, workers' compensation insurance as required by the State of California and commercial general liability insurance and automobile insurance, including coverage for bodily injury, personal injury, property damage, and medical payments – each occurrence \$1,000,000, general aggregate for each, \$2,000,000. The commercial general liability and automobile insurance policies shall be endorsed to provide coverage for the Landowner, its elected and appointed officials, officers, employees, agents, and authorized volunteers as additional insureds and to state that their insurance shall be primary to any insurance or self-insurance maintained by Landowner, its elected and appointed officials, officers, employees, agents, or authorized volunteers shall not contribute to it. Plumas Corporation shall provide Landowner a minimum of thirty (30) days' prior notice before any policy required here is canceled. Prior to performing any work on the project pursuant to this contract, Plumas Corporation will provide Landowner with certificates and endorsements to the polices required pursuant to this contract evidencing such coverage.

SECTION 3 – SALE OF LOGS AND CHIPS

- 3.1 Plumas Corporation may sell or arrange for the purchase of forest products (saw logs, biomass chips, and/or firewood) removed from the property. All merchantable forest product material (i.e. saw logs biomass, chips and firewood) removed from Landowner's property shall be sold to defray the costs of the project. Legal ownership and title of merchantable forest products resulting from the project shall be vested with Plumas Corporation. Landowner will not receive any compensation from the sale of merchantable forest products.
- 3.2 Plumas Corporation will be responsible for the California Timber Yield Tax; if/when any forest products are sold.

SECTION 4 –RESPONSIBILITIES AND DUTIES OF LANDOWNER

- 4.1 Landowner shall allow access to Landowner's property consistent with the scope of this contract, including but not limited to the following purposes: (1) to implement methods to make the property more fire resistant, (2) to plan and perform work contemplated by this contract, (3) to educate the public regarding the project, (4) to monitor results of grant-funded work, and (5) as otherwise necessary to complete this contract.
- 4.2 Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.

- 4.3 Landowner shall locate, by survey if necessary, the boundaries of the property.
- 4.4 If Landowner desires a contractor to perform any work not related to this contract, Landowner shall reach a separate written contract with the contractor. Landowner shall be financially responsible for any work performed that is not included in the project specifications as indicated by the Project Forester.
- 4.5 Landowner shall be financially responsible for any improvements needed to complete the project. The needed improvements and estimated costs are:
_____ None _____.
- 4.6 Landowner agrees with and approves the proposed specifications developed by the Registered Professional Forester for treatment and thinning on their property, outlined on the final page of the Landowner Agreement. Landowner shall have an opportunity to review any changes of the treatment and thinning to be done on their property with the Registered Professional Forester (RPF) within a 10- day period after the proposed changes are developed.
- 4.7 Landowner shall not be financially responsible for a cash contribution. Landowner allows contractor selected by Plumas Corporation to treat up to **2.4 acres** of the subject ownership. If acreage is revised, Landowner will acknowledge revision with a subsequent signature and date.
- 4.8 Landowner agrees to maintain the property in a fire safe condition after the Fire Safe Council project is complete.

SECTION 5 – OWNERSHIP OF PROPERTY

- 5.1 Landowner warrants that he/she is the owner of record of the property identified in this contract. Notice shall be provided to Plumas Corporation by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Contract, and such transfer will constitute a voluntary termination of the Contract by Landowner.

SECTION 6 – PROPERTY BOUNDARIES

- 6.1 Plumas Corporation may locate the fuel reduction treatment and/or timber harvest boundary along the approximate or actual property line as determined by the Landowner, Plumas Corporation or previous surveyor. Plumas Corporation is not a licensed surveyor and fuel reduction/timber harvest boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location or in establishing timber harvest boundaries along property lines is the Landowner’s sole responsibility per section 4.3 above.

SECTION 7 – HOLD HARMLESS PROVISION

- 7.1 The Landowner shall defend, indemnify, and hold harmless the Plumas County Fire Safe Council and Plumas Corporation (and their elected and appointed councils, boards, commissions, officers, agents and/or employees) from any claim or lawsuit arising or resulting from this contract and the Landowner's willful misconduct or sole negligence, except those arising or resulting from Plumas Corporation and/or Plumas County Fire Safe Council's willful misconduct or negligence.
- 7.2 Landowner agrees to hold harmless and waives the right to bring any claim or legal action based upon any damage to Landowner roads, driveways or ground resulting from the equipment moving across Landowner property. Landowner shall mark any areas which equipment may not cross, such as septic areas. This hold harmless provision does not apply to damage to structures, improvements on the property or which leave any road or driveway in an impassable condition.
- 7.3 Plumas Corporation and Plumas County Fire Safe Council shall defend, indemnify, and hold harmless Landowner, its elected and appointed officials, officers, employees, agents, and authorized volunteers from any claim, action, lawsuit, liabilities, damages, fines, penalties, costs and expenses arising or resulting from or related to this contract and Plumas Corporation's and/or Plumas County Fire Safe Council's willful misconduct or negligence, except those arising or resulting from Landowner's willful misconduct or sole active negligence.

SECTION 8 – NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

- 8.1 Plumas Corporation, and each and every employee, agent or independent contractor of Plumas Corporation, shall not be for any purpose an employee of Landowner. Plumas Corporation shall perform its work as an independent contractor. Plumas Corporation at all times shall determine the method, details, and means of performing the work of this contract. Landowner consultation and agreement will be verified prior to fuel reduction treatment implementation.

SECTION 9 – DESIGNATED REPRESENTATIVES

- 9.1 Jim Wilcox is the Plumas Corporation’s representative in this matter. Susan Scarlett is the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this contract shall be provided to the following addresses:

Plumas Corporation	Landowner(s)
Jim Wilcox	Susan Scarlett
P. O. Box 3880	City of Portola
Quincy, CA 95971	PO Box 1225
	Portola, CA 96122

SECTION 10 – DAMAGE CLAUSE

- 10.1 In the event that trees are cut that were not designated for removal or the work causes excessive damage to remaining trees on Landowner's property, Plumas Corporation shall pay Landowner a penalty of the delivered log value(s), as paid by the purchasing mill per species, for the gross volume of the felled or damaged timber. Landowner accepts this penalty amount as a fair value for compensation for any wrongfully harvested or damaged trees.

SECTION 11 – MISCELLANEOUS

- 11.1 Attorney's Fees & Venue. Venue shall be in Plumas County, and in any legal action relating to this contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 11.2 Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this contract, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 11.3 Entire Contract. This contract, together with its specific references and attachments, constitutes all of the contracts, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Contract shall supersede any prior contracts, discussions, and commitments, representations, written or oral, between the parties.
- 11.4 Modification. No modification of any provision of this Contract, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.
- 11.5 Partial Invalidity. If any term, covenant, condition or provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 12 – TERMINATION

- 12.1 Either party may terminate this contract upon ten (10) working days notice to either party.

SECTION 13 – AUTHORITY & EXECUTION

- 13.1 All parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s),

person(s), estate(s), trust(s) or firm(s) are in full compliance and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Contract have been fully complied with. Furthermore, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

PLUMAS CORPORATION

LANDOWNER

Signed: _____

Signed: _____

Jim Wilcox, Executive Director

Susan Scarlett, City of Portola

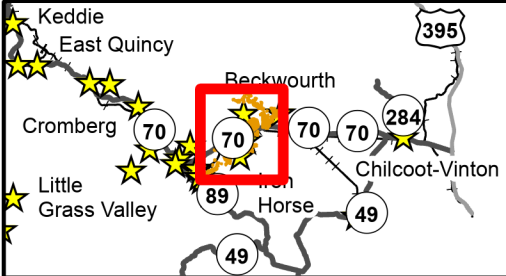
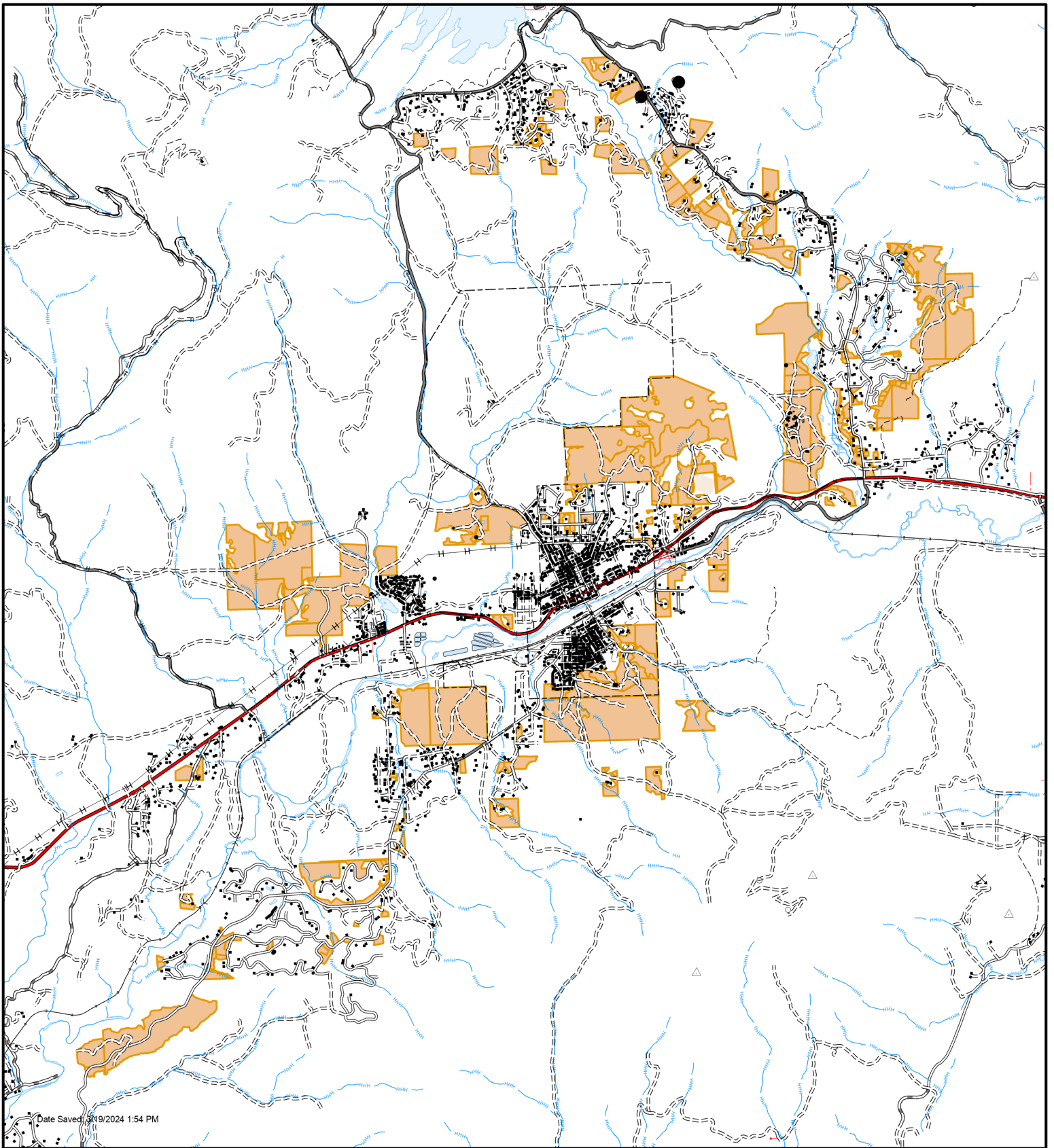
Date: _____

Date: _____

The primary specifications have been developed by the Registered Professional Forester to meet hazardous fuel reduction goals of the Eastern Plumas Wildfire Protection Project and are summarized as follows:

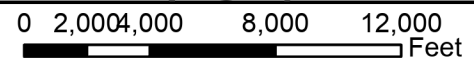
1. Protect hardwoods; retain all native oaks >4" DBH and all live, aspen, alders, and willows, regardless of size, unless removal is required for operations. Prioritize species: 1) Sugar Pine, 2) Incense Cedar, 3) Ponderosa/Jeffrey Pine, 4) Douglas Fir, 5) White Fir.
2. The silvicultural treatment within the project will be a thinning from below of conifers up to and including 12 inches diameter at breast height (DBH). Implementing this prescription will create a general horizontal and vertical discontinuity of fuels.
3. Slash and woody debris will be treated through commercial thinning, mechanical mastication, or broadcast chipping to achieve a maximum post-harvest chip depth of 6 inches.
4. Standing and down dead trees up to 16 inches DBH will be treated.
5. The project forester will be developing a more comprehensive prospectus prior to implementation that will be available upon request.

Total Treatment Acreage: 2.4 acres mastication



Easter Plumas Wildfire Protection Project Overview Map

 Treatment Area



1 inch equals 1 foot

1:73,346



Date: 3/19/2024