



LANDOWNER AGREEMENT GREATER WILLOW CREEK WILDFIRE RESILIENCE PROJECT IMPLEMENTATION

1. PURPOSE:

Consistent with priorities of the Humboldt County and Trinity County Community Wildfire Protection Plan, the Humboldt County Resource Conservation District (“HCRCD”), in partnerships with the Willow Creek Fire Safe Council (“WCFSC”) the Lower Trinity River Prescribed Burn Association (“LTRPBA”), the Trinity County Resource Conservation District (“TCRCD”), the Willow Creek Volunteer Fire Department (“WCVFD”) and the Watershed Research and Training Center (“WRTC”) (collectively, “Partners”), is seeking to assist residents and landowners in the Greater Willow Creek Area in reducing the risk of wildfire ignition and/or damage through the treatment of hazardous fuels. Funding for this work is provided, at least in part, through the United States Department of Agriculture’s (“USDA”) Forest Service Community Wildfire Defense Grant or other funding sources as determined by the HCRCD. USDA Forest Service is an equal opportunity provider. This agreement is intended to facilitate access to private property to accomplish one or more of the following treatments or services, further described below: defensible space assistance, home risk assessment, chipping service, roadside fuels clearance, shaded fuel break, pile burning preparation, prescribed fire preparation, Blue Dot Program, and Address Program.

2. PERMISSION TO ENTER:

_____ (“LANDOWNER”), through this Agreement, hereby grants to the HCRCD, Partners, and to the HCRCD and Partners’ authorized employees, volunteers, agents and contractors (collectively, “Program Representatives”), permission to enter upon LANDOWNER’s real property identified as Assessor Parcel Number(s) _____ (“Property”) to perform one or more of the following activities (please check):

- Defensible Space Assistance and Home Risk Assessment:** Program Representatives may reduce flammable vegetation, including, without limitation¹, pruning trees and removing woody debris, based on a customized prescription and consistent with state standards². The preferred method of rearranging fuels generated by the Program Representatives is chipping, however other methods such as piling, burning, and lop and scatter may be utilized depending on the parcel’s accessibility and topography. In general, vegetation removal work will be performed up to one hundred (100) feet from homes and outbuildings. Program Representatives may also conduct a Home Risk Assessment^{3,4} to help identify vulnerabilities around the structures on the property and recommend improvements. *If necessary, LANDOWNER may include special conditions or limitations for Program Representatives as an Attachment A to this Agreement.*

¹ Specialized work such as the removal of large trees or high limbs overhanging a structure is outside the scope of these services.

² Ready for Wildfire, Defensible Space webpage: <https://tinyurl.com/qlbgpz9>

³ Humboldt County Fire Safe Council Home Risk Assessment webpage: <https://tinyurl.com/eyy4webm>

⁴ Trinity County Fire Safe Council Home Risk Assessment webpage: <https://firesafetrinity.org/big-red-truck/>

LANDOWNER confirms that they meet the priority criteria to receive Defensible Space Assistance and Home Risk Assessment by checking one or more of the applicable box(es) below:

Priority location: Greater Willow Creek Area

Over the age of 65

Unable to perform manual labor due to a disability

Household income at or below the low-income threshold based on household size:

Household Size:	1	2	3	4	5	6	7	8
Total Income:	\$43,650	\$49,850	\$56,100	\$62,300	\$67,300	\$72,300	\$77,300	\$82,250

- Chipping Service:** Program Representatives may chip piles of woody debris prepared by LANDOWNER using a towed chipper. Piles must be easily accessible from a driveway or road. Chips will be left onsite at a location specified by the LANDOWNER unless alternative disposal locations are approved by Program Representatives and LANDOWNER. *If necessary, LANDOWNER may include special conditions or limitations for Program Representatives as an Attachment A to this Agreement.*
- Roadside Clearance:** Vegetation may be treated up to a fifty (50) foot buffer on either side of a public road or other access route determined to be a priority by the Partners. Within the 100-foot fuel break, the treatment area on either side of the road may be wider or narrower depending on a variety of conditions, including LANDOWNER specifications. Work will generally consist of thinning and pruning trees and cutting brush using mechanical and hand treatments to eliminate the horizontal and vertical continuity of wildfire fuels. The preferred method of rearranging fuels generated by the Program Representatives is chipping, however other methods may be utilized depending on the site-specific conditions. *If necessary, LANDOWNER may include special conditions or limitations for Program Representatives as an Attachment A to this Agreement.*
- Shaded Fuel Break:** Treatment for shaded fuel breaks may include the removal of brush, downed and dead debris, suppressed trees as well as the pruning of dominant and codominant trees to reduce ladder fuels. Tree spacing will be determined based on-site conditions, with the goal of separating crowns and stems sufficiently to promote residual tree growth and provide shade to the forest floor, thereby limiting the regrowth of ladder fuels. Fuels may be rearranged by chipping, lop and scatter, or pile burning depending on the parcel's accessibility and topography. *If necessary, LANDOWNER may include special conditions or limitations for Contractors as an Attachment A to this Agreement. Pile burning by Program Representatives requires an additional contract.*
- Pile Burning Preparation:** Treatment may include the formation of burn piles from removed brush. Pile availability, size and spacing will be determined based on on-site conditions. Program Representatives may also assist in the development of burn plans, smoke management plans, or other necessary documents (individual and neighborhood scale). A pile building workshop open for LANDOWNER attendance may also be led by Program Representatives. LANDOWNER agrees that any piles created through this work will be burned within two years. *If necessary,*

LANDOWNER may include special conditions or limitations for Contractors as an Attachment A to this Agreement. Pile burning by Program Representatives is not guaranteed and requires an additional contract.

- **Prescribed Fire Preparation:** Program Representatives may complete or will advise LANDOWNER on necessary prep work and assist with permits and plans required to use fire as a management tool on the landscape. *Pile burning by Program Representatives requires an additional contract.*
- **Blue Dot Program:** Enrollment in the Blue Dot Program gives fire personnel permission to access and utilize the water source(s) on the property for fire protection. The WCFSC and Willow Creek Volunteer Fire Department place a blue, three-inch, reflective dot on a metal post at the entrance to the parcel. The coordinates of the dot are entered into secure databases such as ZoneHaven to ensure emergency personnel can locate the water source nearest to them in the event they cannot reach a stand-pipe or fire hydrant in a safe and/or timely manner.
- **Address Program:** Ensures fire and emergency personnel are able to locate properties by improving address and road signage. A metal sign with standard-sized, reflective numbers will be placed at the entrance to the parcel designating the street address or mile marker.

Please note that granting permission for these activities to be performed does NOT guarantee the work will be implemented.

Access shall be limited to those portions of LANDOWNER's real property where the actual work is being performed and to those additional portions of the real property that must be traversed to gain access to the area of work. If permits are required for the activities contemplated herein, LANDOWNER agrees to allow agency representatives to access the Property to conduct site inspections and perform on-going monitoring and maintenance. Under no circumstances can the LANDOWNER commercialize any material generated from activities associated with this Agreement.

In some instances, HCRCD will elect to complete the work under a CAL FIRE Exemption from the Forest Practice Rules. In that instance, LANDOWNER will be required to sign an addendum to this Agreement relinquishing ownership of all affected commercial forest products created during work performed under this Agreement to HCRCD for the duration of the CAL FIRE Exemption (1-3 years), including for barter or sale. HCRCD will work with LANDOWNER to determine an amount of forest products to leave on the LANDOWNER's property for personal use.

3. LANDOWNER WARRANTY:

By signing this agreement LANDOWNER affirms and warrants that we:

- a. Have a legal interest in the Property.
- b. Have authority to grant permission necessary for Program Representatives to plan and implement the activities contemplated herein and the authority to control the activities on the Property.
- c. Support the goals and activities stated above.
- d. Will work with Program Representatives collaboratively and cooperatively to share my land management goals and objectives and provide input on potential treatment prescriptions.
- e. Understand that we will review and approve final treatment prescriptions for the Property.

f. Understand that wildfire risk and increasing available fuels on the landscape are natural occurrences in and around the area and will continue to occur after implementation of any activities contemplated herein.

g. Understand that practices to be implemented are accepted current practices and that these practices cannot be guaranteed against risk of failure due to circumstances beyond the control of the Program Representatives.

4. PHOTO DOCUMENTATION:

LANDOWNER hereby grants Program Representatives, permission to document work with photographs.

I hereby authorize use of my image and/or images of work performed on my property in promotional or educational materials or other related endeavors. _____ (initials)

5. LANDOWNER NOTIFICATION:

Program Representatives shall give LANDOWNER reasonable notice at least seventy-two (72) hours weeks in advance of, and any necessary arrangements will be made prior to, each requested access. Reasonable notice may be given in person or by mail, email or telephone.

6. PERMITS:

LANDOWNER authorizes the Program Representatives to act as their agent, with respect to the Property, for the purpose of submitting applications for any permits (hereafter, the "Permits") necessary to implement the activities contemplated herein and do hereby agree to sign any such application forms which require the signature of the property owner and to be bound by any terms and conditions for which the Permits, if issued, may be subject. HCRCD shall provide LANDOWNER a copy of the approved terms and conditions of permits.

7. AGREEMENT TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until termination or completion of the work set forth herein. Duration of work on any particular property will depend on the size of the work area and density of fuels. Either party may terminate the agreement via written notice to the other party.

8. LIABILITIES:

LANDOWNER hereby agrees to hold harmless, defend, and indemnify HCRCD, the Program Representatives, and their officers, directors, members, employees, volunteers, agents, representatives, and any successors, heirs, and assigns of same ("Indemnified Parties") from and against any claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the performance of any activity contemplated in this Agreement, except where such loss or damage was caused by the sole negligence or willful misconduct of HCRCD, the Program Representatives, or their Indemnified Parties.

HCRCD hereby agrees to hold harmless, defend, and indemnify LANDOWNER and their Indemnified Parties from and against any claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the performance of any activity contemplated in this Agreement, except where such loss or damage was caused by the sole negligence or willful misconduct of LANDOWNER or their Indemnified Parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the last date indicated below.

LANDOWNER:

Print Name: _____

Signature: _____ Date: _____

Mailing Address: _____

Physical Address of Work Location (if different):

Phone Number: _____ Email Address: _____

TRINITY COUNTY RESOURCE CONSERVATION DISTRICT:

Print Name and Title: Kelly Sheen, Trinity County RCD District Manager

Signature: _____ Date: _____

Attachment A - Notes and Landowner Requests or Exclusions