

Staff Report 61

APPLICANT:

Trinity County Resource Conservation District

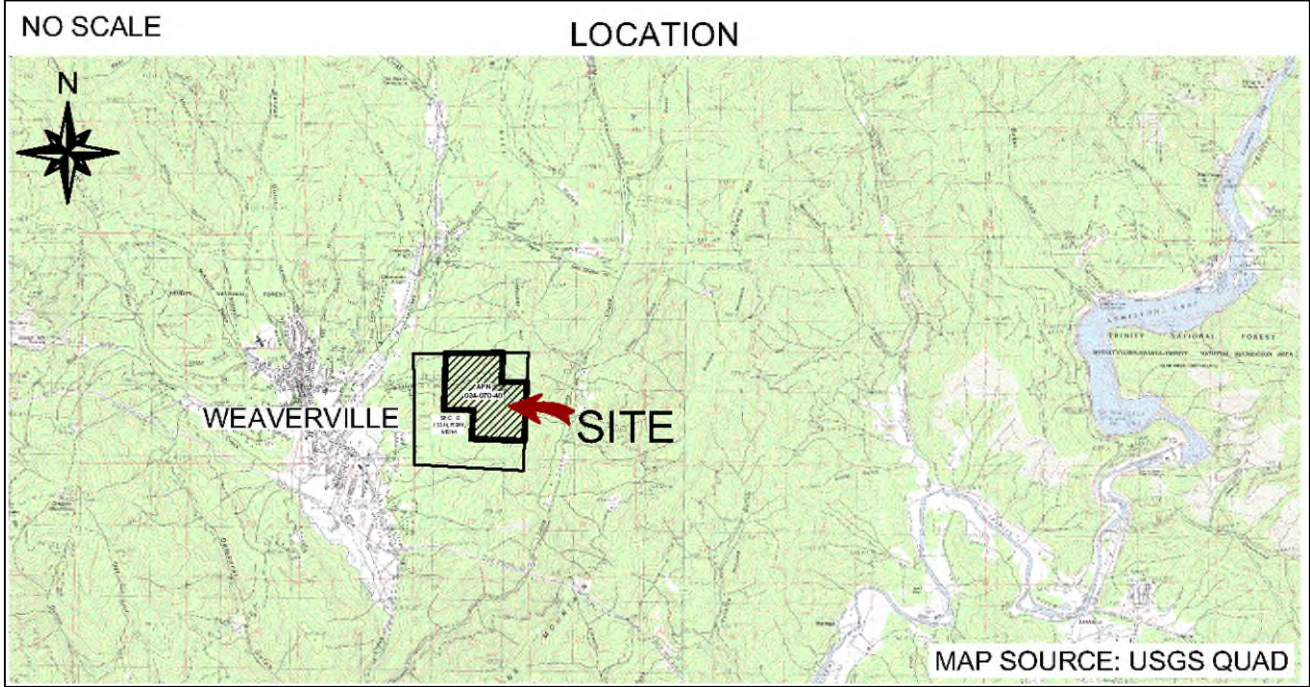
PROPOSED ACTION:

Issuance of an Access Agreement.

AREA, LAND TYPE, AND LOCATION:

277 acres, more or less, of school land located within Assessor’s Parcel Number 024-070-40-00 (the Parcel), in Section 8, Township 33 North, Range 9 West, MDM, near Weaverville, Trinity County (as shown in Figure 1).

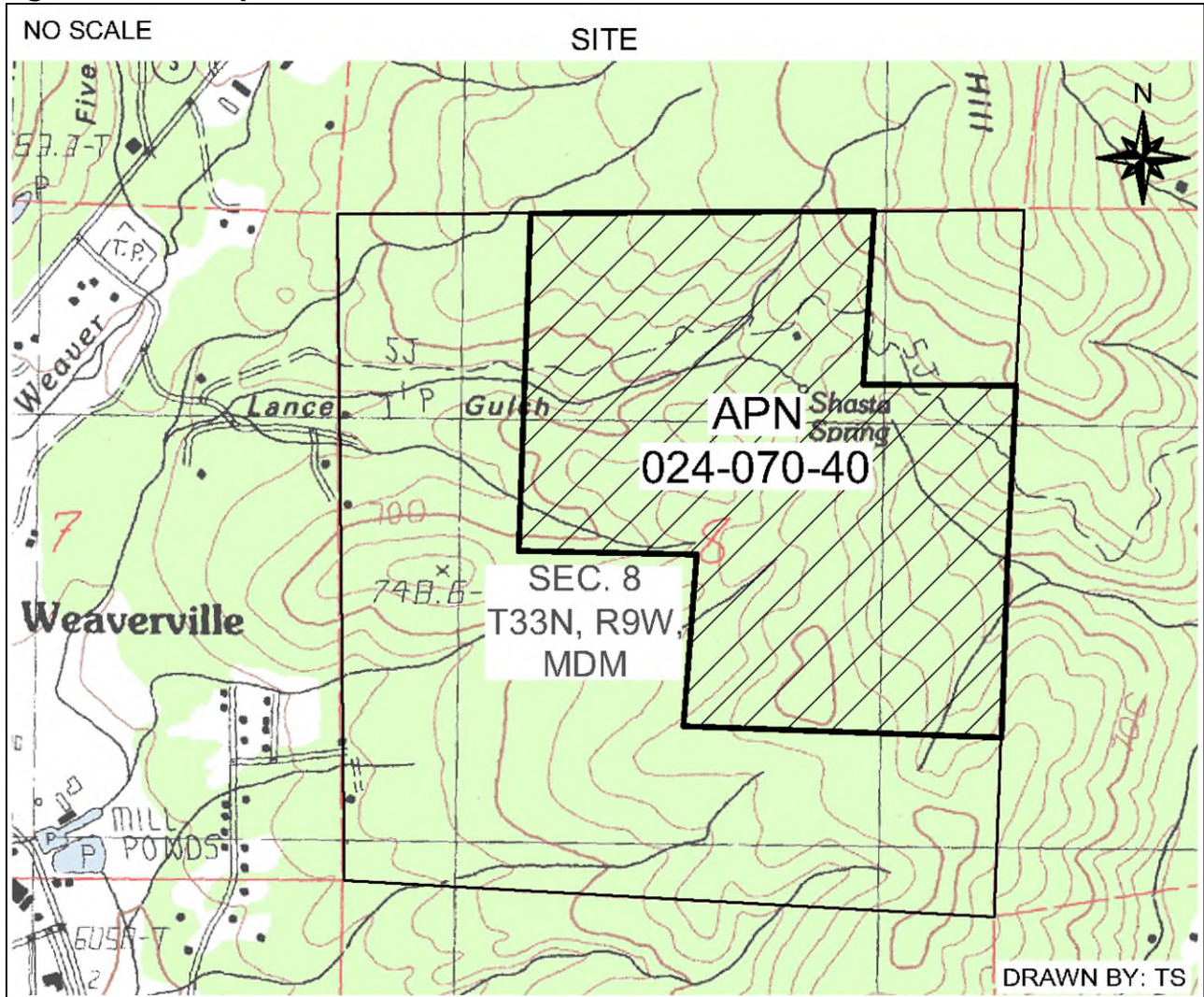
Figure 1. Location



AUTHORIZED USE:

Perform fuels reduction activities (as shown in Figure 2).

Figure 2. Site Map



NOTE: This depiction is based on unverified information provided by the Applicant or other parties and is not a waiver or limitation of any State interest in the subject or any other property.

TERM:

5 years, beginning August 29, 2024.

CONSIDERATION:

The public health and safety, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.

BACKGROUND:

The Trinity County Resource Conservation District (TCRCD) is requesting that the Commission enter into an Access Agreement for the Parcel¹ to allow TCRCD to conduct fuel reduction activities on the Parcel as part of a larger fuel reduction project in this area including parcels owned by several different landowners. Fuel reduction is important in areas where fire has been excluded for many years, allowing vegetation to grow and become too dense. Forests in California have evolved with fire as part of the ecosystem processes. Historically, low intensity, frequent fires removed excess live and dead vegetation, thereby improving growing space and vegetative health by reducing competition, improving resiliency to drought, and promoting nutrient cycling and seedling regeneration by exposing mineral soil. The goals of this project are to restore ecosystem health and reduce wildfire risk.

In January 2021, the State of California's Forest Management Task Force issued the [Wildfire and Forest Resilience Action Plan](#) (the Plan). One of the Plan's goals is to conduct fuel reduction treatments on 500,000 acres annually by 2025. The Plan recommends expanding forest management on state lands by scaling-up prescribed fire and fuel reduction programs and expanding collaboration with neighboring landowners and agencies to promote resilient and healthy forests at a landscape scale. The proposed project on the Parcel contributes to the goals of the Plan and is consistent with its recommendations.

Vegetation present on the Parcel includes mixed conifer forest, oak woodland, and chaparral. Since fire has been excluded from this parcel for many years, vegetative fuels have built up over time, creating the risk of a more intensive fire that could cause uncontrollable conflagrations and threaten infrastructure and the nearby community of Weaverville. While conducting controlled burns is one method of forest fuels reduction, if the fuel loading is heavy, the risk of conducting a controlled fire may be too great, and the fire may have detrimental effects on the forest vegetation. In-lieu of using fire to consume the forest fuels, manual and mechanical methods can be used.

If granted access via the proposed Access Agreement, the TCRCD will use manual and mechanical methods to reduce fuels on the Parcel. The Access Agreement will

¹ The Parcel is designated as School Lands Parcel 125-004 in the State Lands Commission's records.

allow parcel entry for equipment to masticate excessive vegetation such as brush, and allow hand crews to thin out small trees and prune the lower branches off of mature trees to remove a “fuel ladder.” Material from these activities will either be chipped on site or placed into piles and burned in the winter. Once this project is successfully implemented, future projects could include re-introducing prescribed fires onto the property in a safe manner.

STAFF ANALYSIS AND RECOMMENDATION:

AUTHORITY:

Public Resources Code sections 6005, 6106, 6216, 6501.1, and 8701.

STATE’S BEST INTERESTS:

The TCRCDD is part of a system of Resource Conservation Districts or “RCDs” established within the State of California. Each RCD has its own district (i.e., area of responsibility) that is governed by local agencies with their own appointed or elected independent board of directors. The RCDs coordinate with local, state, and federal governments to manage watersheds, prevent soil erosion, and protect water quality, on both public and private lands. The mission of the TCRCDD is “to assist in protecting, managing, conserving, and restoring the natural resources of Trinity County through information, education, technical assistance, and project implementation programs.” Part of this mission is to implement fuel reduction projects designed to protect communities in Trinity County from catastrophic wildfires, including the community of Weaverville, with a secondary objective being to maintain and improve forest and ecosystem health.

The TCRCDD is currently in the process of establishing a fuel break around the community of Weaverville, known as the Musser Hill Fuel Break. This fuel break is designed to stop the spread of wildfires that could threaten Weaverville. School Lands parcel 125-004 is in an area which the TCRCDD has identified as being part of the Musser Hill Fuel Break, and which is in need of fuel reduction. The TCRCDD has obtained grant funding from the California Department of Forestry and Fire Protection (CAL FIRE) to conduct fuel reduction activities on the Parcel, and approved those activities, known as the “State Lands Commission: Shasta Springs Fuel Reduction” project, on July 17, 2024.

Fuel reduction involves removing vegetation in an ecologically sensitive manner in areas where the vegetation is overgrown, dead, or dying. The Parcel does not

have any record of past management, and fires have not occurred there in many years, allowing vegetation to grow unabated. Recent drought conditions have caused some of this overgrown vegetation to die and accumulate, causing potentially hazardous conditions in the event of a fire. TCRCDD's proposed work on the Parcel will assist in maintaining the existing landscape.

The expected benefits of this fuels reduction project are to 1) reduce the fire hazard to the community of Weaverville, 2) improve the health of the vegetation left after the completion of operations, and 3) possibly conduct a prescribed fire at a later date to eliminate remaining fuels and re-introduce fire as part of the ecological processes of this fire-adapted ecosystem, 4) and to make the ecosystem more resilient to the effects of drought and climate change.

TCRCDD's fuel reduction operations will be at no cost to the Commission and will assist the Commission in responsibly managing its School Lands portfolio by reducing fire risk and minimizing liability.

CLIMATE CHANGE:

The *Safeguarding California Plan: 2018 Update* (California Natural Resources Agency 2018), states that climate change is projected to increase the frequency and severity of flooding, drought, extreme heat, storms, and wildfires. California's forested regions are highly vulnerable to these projected climate change impacts, and are especially at risk of wildfire due to decades of fire suppression ([California's Wildfire and Forest Resilience Action Plan, 2021](#)).

The Parcel is located in the Trinity Alps, part of the Klamath Mountains located in Northern California, near Weaverville, California. The Klamath Mountains serve as a critical transition zone for plant species from the Great Basin, the Oregon Coast Range, the Cascades Range, the Sierra Nevada, the California Central Valley, and Coastal Province of Northern California. Thus, the region supports an incredible diversity of plant species ([California's Fourth Climate Change Assessment, 2018](#)). Unfortunately, the area is highly susceptible to increasing climate impacts, including increasing temperatures, changing precipitation patterns, reduced snowpack, drought, wildfire risk, and pest and disease outbreaks.

Average temperatures in the Klamath Mountains are projected to increase 4.0 to 11.0° F by the end of the century ([Shasta-Trinity National Forest Climate Change Trend Summary, 2022](#)). Increasing temperatures are driving warmer and drier conditions across California. As extreme heat waves and periods of drought become more frequent and increase in severity, wildfire risk is projected to increase

significantly. Wildfire risk is further exacerbated by changes in precipitation patterns - summers are becoming longer and drier, and winters are becoming shorter and wetter, with higher interannual variability in mean annual precipitation. The rise in extreme storm and flooding events prior to the fire season can significantly increase the volume of herbaceous fuels, leading to large and intense fires. Additionally, changes to precipitation and seasonal weather patterns are contributing to reduced snowpack and snowmelt. These impacts act as stressors to vegetation and wildlife, increasing susceptibility to pests and diseases, as well as forcing range shifts and altering rates of survival and reproduction ([Shasta-Trinity National Forest Climate Change Trend Summary, 2022](#)).

In addition to climate change impacts, decades of fire suppression have contributed to California's rising wildfire risk. Fire is a critical tool for managing California's fire-dependent landscapes ([California's Strategic Plan for Expanding the Use of Beneficial Fire, 2022](#)). Prior to colonization, indigenous communities used fire to manage overgrowth, manage habitat, provide community protection, control insects and disease, promote nutrient cycles, and to engage in cultural and spiritual practices. However, by the early 1900s, federal and state land management agencies prohibited the use of prescribed fire and cultural burnings. Recognizing and acknowledging the critical role of fire and other forest management practices in ensuring our communities and landscapes are climate resilient, the state prepared [California's Wildfire and Forest Resilience Action Plan](#) in January 2021. The Plan identifies key goals to restore forest health and resilience, improve fire safety, and support economic vitality of rural forested areas.

The Access Agreement with TCRCDD would facilitate critical activities to promote forest health and resilience on and around the Parcel, in alignment with goals identified in the state's Wildfire and Forest Resilience Action Plan. Specifically, the performed activities under the Access Agreement will remove the overgrowth of vegetation in the area, reducing the availability of fuels and associated fire risk, while also promoting greater protections for the nearby Weaverville community.

CONCLUSION:

For the reasons stated above, staff believe issuance of the Access Agreement to the TCRCDD is in the best interests of the State.

OTHER PERTINENT INFORMATION:

1. Approval or denial of the Access Agreement is a discretionary action by the Commission. Each time the Commission approves or rejects a use of school lands, it exercises legislatively delegated authority and responsibility as trustee of the State's school lands as authorized by law. If the Commission denies the proposed action, the Applicant would have no right to access the Parcel. The Applicant has no right to a new Access Agreement or to renewal of any previous access agreement.
2. This action is consistent with the "Leading Climate Activism" and "Committing to Collaborative Leadership" Strategic Focus Area of the Commission's 2021- 2025 Strategic Plan.
3. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301, subdivision (h), and Class 4, Minor Alterations to Land; California Code of Regulations, title 14, section 15304.

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15061.

EXHIBIT:

- A. Access Agreement between the Commission and the Trinity County Resource Conservation District

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 a categorically exempt project though the combination of the following exemptions: Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301, subdivision (h) and

Class 4, Minor Alterations to Land; California Code of Regulations, title 14, section 15304.

STATE'S BEST INTERESTS:

Find that the proposed Access Agreement is in the best interests of the State.

AUTHORIZATION:

Authorize issuance of an Access Agreement, substantially in the form of Exhibit A, to the Applicant beginning August 29, 2024, for a term of 5 years, to perform fuels reduction activities on the Parcel, consideration being the public health and safety, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.

EXHIBIT A

**ACCESS AGREEMENT
BY AND BETWEEN THE CALIFORNIA STATE LANDS COMMISSION AND THE TRINITY COUNTY
RESOURCE CONSERVATION DISTRICT**

Staff Report No. 61, Approved by the State Lands Commission on August 29, 2024

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into, on the Effective Date defined below, by and between the California State Lands Commission (the "Commission"), whose mailing address is 100 Howe Avenue, Suite 100-South, Sacramento, California 95825 and the Trinity County Resource Conservation District (the "District") whose mailing address is PO Box 1450, Weaverville, California 96093 (each individually a "Party" and collectively the "Parties") who agree as follows:

RECITALS

- A. The Commission, as Trustee of the School Land Bank Fund, manages State-owned school lands as an economic resource for the State Teachers' Retirement System; and
- B. The Commission's school lands holdings include an approximately two hundred eighty (280) acre portion of school lands located within the parcel commonly referred to as Assessor Parcel Number 024-070-40 or School Lands ID 125-004 (the "Property"), which is a portion of Section 8, T33N, R9W, MDM, and which is shown in more detail in Exhibit A, Property Map, which is attached hereto and incorporated herein by this reference; and
- C. The District has identified the Property as an area covered with a combination of conifer, oak woodland, chaparral and grasslands and constituting a significant fire risk; and
- D. The existing fire risk threatens the surrounding communities and the land value of the Property; and
- E. The District has a goal of addressing and minimizing fire risks in Trinity County and wishes to enter the Property for the purposes of fire risk abatement thereon; and
- F. The Commission considered this agreement at a duly noticed public meeting and approved it on August 29, 2024 pursuant to Staff Report No. 61.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

1. **Recitals.** The Recitals above are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Section 1 through 26 of this Agreement, the provisions of Sections 1 through 26 shall prevail.
2. **Exhibits.** The following "Exhibits" are attached to and incorporated into this Agreement:

Exhibit Designation	Exhibit Description
Exhibit A	Property Map
Exhibit B	Environmental Review Report for an Exempt Project

3. **Effective Date.** This Agreement shall become effective on the date the Commission approves the Agreement, provided that an authorized representative from each Party signs the Agreement.
4. **Term.** The "Term" of this Agreement shall be from the Effective Date until August 29, 2029, unless terminated sooner as permitted herein.
5. **Permitted Access.** During the Term of this Agreement, the Commission grants the District and its staff, employees, representatives, and contractors access to the Property to carry out the Permitted Work defined below.
6. **Permitted Work.** The Parties agree that the District may carry out the fuel reduction and maintenance activities described in Exhibit B, Environmental Review Report for an Exempt Project on the Property during the Term of the Agreement for the purpose of reducing fire risk. Such Permitted Work shall be done in accordance with Exhibit B, Environmental Review Report for an Exempt Project. No other activities shall be done on the Property without the prior written approval of the Commission.
7. **District Representatives and Contractors.** The District may employ the services of third party contractors to perform the permitted work. The District is responsible for all acts and omissions of any individual, including contractors, it allows to access the Property. The District will ensure that all employees,

representatives, and contractors accessing the Property adhere to the relevant requirements of this Agreement.

8. **Termination.** Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party. The District shall remove all equipment or materials from the Property before the Agreement terminates. This Agreement shall automatically terminate in the event the Commission transfers its ownership interest in the Property to a third party.
9. **Prohibition of Timber Harvesting.** The District shall not engage in commercial timber harvesting on the Property.
10. **Indemnity and Hold Harmless.** The State of California, its officers, agents, and employees shall not be liable for any claims, damages, or injuries of any kind and from any cause arising out of or connected in any way with the acts or omissions of the District or any of its staff, employees, representatives or contractors on or around the Property. The District shall indemnify, hold harmless, and, at the option of the State, defend the State, its officers, agents, and employees, against and for any and all liability for any claims, damages, or injuries of any kind and from any cause, arising out of or connected in any way with the acts or omissions of the District or any of its staff, employees, representatives or contractors.
11. **Other Governmental Approvals and Applicable Laws.** The District shall obtain and secure, prior to commencement of any work on the Property, all approvals necessary or appropriate from any and all other agencies or governmental entities having jurisdiction. The District shall comply with applicable laws and regulations pertaining to the District's work on the Property.
12. **Minimal Disturbance.** District shall limit disturbance of the Property to what is necessary to accomplish the District's fire mitigation goals. The District shall take all necessary and appropriate precautions to prevent littering or pollution on the Property, waterways, and adjoining properties. Refueling will be limited to specific areas designated by the District and will be limited to what is necessary for the permitted work. The District shall not permit any refueling, maintenance, or repairs to any equipment or vehicles in buffer zones of any watercourses, wildlife areas, or other sensitive areas as designated by the District.
13. **Liability for Work.** The District shall be responsible for any damage, destruction, or loss occurring to State lands, waterways, adjoining property, the State's

lessees, or other members of the public as a consequence of any acts or omissions by the District, its staff, employees, representatives, or contractors on the Property.

14. **Hazardous Materials.** The District will not release or allow to be released on the Property any "Hazardous Materials" as defined herein. "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any applicable environmental laws based on, directly or indirectly, such properties or effects.

If Hazardous Materials are located on or released onto or about the Property due to District's activities on the Property, the District is responsible for the cleanup and disposal of such Hazardous Materials consistent with all applicable laws and regulation. The District must submit a site assessment and removal/remediation plan prepared by a professional, licensed and qualified to remove or remediate the Hazardous Materials for review and approval by the Commission. If the Commission approves the plan in writing, the District must commence the removal/remediation at its sole expense, in conformance with all applicable laws and regulations. Alternately, the Commission may elect to perform the removal/remediation at the District's expense. The District must compensate the Commission for the actual cost of the removal/remediation within thirty (30) days of receiving a written invoice from the Commission.

15. **Insurance.** The District shall provide Commission staff satisfactory evidence of insurance coverage as requested by Commission staff.
16. **Personal Property.** All personal property, tools, equipment, or other materials taken onto or placed upon State lands shall remain the property of the District or the participants in its project. Such items shall be promptly removed from the Property before the end of the Term. The Commission does not accept any responsibility for any damage, including damages to any property,

including equipment, tools, machinery, or other materials placed on the Property.

17. **Reporting.** The District shall annually provide a written summary of its activities on the Property for the previous year to the Commission.
18. **Notice.** All notices required to be given under this Agreement shall be given in writing, sent by U.S. Mail or other ground delivery mail service with postage prepaid, to the Commission at the offices of the State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202; and the District at PO Box 1450, Weaverville, California 96093, unless a Party notifies the other in writing of a change in address.
19. **Non-Exclusivity.** This grant of access to the Property does not entitle the District to exclusive use of the Property. The Commission reserves the right to grant access to the Property to other parties and to lease or convey any portion of the Property during the Term, provided such activities do not conflict with the District's Permitted Work.
20. **Safety.** The District shall comply with all applicable safety standards while conducting the Permitted Work on the Property. The District shall ensure that all staff, employees, representatives, and contractors accessing the Property are properly trained and exercise reasonable care. The District will not leave any dangerous equipment unattended on the Property.
21. The District acknowledges that the Property may be subject to the hazards exacerbated by climate change. Potential hazards to the Lease Premises from climate change include but are not limited to flood damage, erosion damage, earthquakes, and damage from storm-created debris. The District acknowledges that these impacts associated with climate change may require additional adaptation or protection strategies applied to the proposed work on the Property.

Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the District's proposed work. Any additional maintenance or protection strategies necessitated by such hazards may be subject to environmental review and require additional approval by the Commission.
22. **Severability.** If any term, covenant, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

23. **No Third-Party Beneficiaries.** The Parties do not intend any provision of this Agreement to benefit or confer any legal right or obligation on any non-party, including contractors, hereto. Nothing in this Agreement is intended to alter each Party's responsibility to bear its own costs, or to impose additional financial obligations or commitments on the Parties. This Agreement also does not create any agency or similar relationship between the Parties or alter existing attorney-client relationships or create new attorney-client relationships between the Parties.
24. **Counterparts.** This Agreement, and any amendments or waivers thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. This Agreement shall be effective on the Effective Date, when at least one counterpart has been executed by each Party. Emailed signatures shall constitute original signatures binding on the signing Party.
25. **Consideration.** In light of the substantial public benefit and improvement of value to the Property, there shall be no cost or compensation due to either Party for the services provided pursuant to this Agreement.
26. **Funding Constraints.** If, at any point before expiration of the Term, the District lacks adequate funding to provide fire mitigation services on the Property, the District shall have no obligation to provide such services. However, in this circumstance, shall promptly advise the Commission of the lack of funding and advise as to whether immediate fire mitigation services are needed.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Commission and District as of the Effective Date of this Agreement, as defined above.

**TRINITY COUNTY RESOURCE
CONSERVATION DISTRICT**

By: _____

Kelly Sheen
District Manager

Date Signed: _____

**CALIFORNIA STATE LANDS
COMMISSION**

By: _____

Robert Brian Bugsch
Title: Chief, Land Management Division

Date Signed: _____

Authorized by the California State
Lands Commission on August 29, 2024.
The Staff Report is available on the
California State Lands Commission
website: www.slc.ca.gov.