

PERMISSION TO ENTER AGREEMENT

In consideration of anticipated benefits, as described below, the County of Mendocino, a political subdivision of the State of California, hereinafter "County", hereby grants permission to the Ukiah Valley Fire Authority (hereinafter "UVFA"), to enter upon the real property belonging to the County, described and located as follows (the "Property"):

Assessor's Parcel Numbers
001-020-11
001-020-68
001-020-69
001-020-77

for the purpose of performing the following described work (the "Work"):

- Mowing, weed trimming, minor tree trimming, dead tree removal, and the safe burning or removal of all waste material.

The Work is desired by County and UVFA to reduce fire hazards within the Property, otherwise known as Low Gap Park. Attached to this Permission to Enter Agreement ("Agreement") as Exhibit A is a map showing the areas within the Property where UVFA intends to conduct the Work.

This Agreement shall commence upon execution by both parties.

Terms:

- 1) County hereby grants permission for UVFA, its officers, employees, contractors, volunteers and agents (collectively, "Agents"), to access the Property in order to perform the Work. UVFA intends to enter the Property through the "Back Entrance" located off of Valley View Drive. This Agreement does not grant UVFA access to the Property for any purpose other than to perform the Work.
- 2) UVFA shall provide two (2) business days notice to County, via the contact emails listed below, prior to conducting the Work on the Property under this Agreement. Such notice shall include, at minimum, (a) the approximate time period during which the Work will occur. If County objects to or has comments on any aspect of the proposed Work, County shall provide notice of such objections/comments within one (1) business day of the date of UVFA's notice. UVFA shall consider modifications to the Work to the extent practicable to address County's timely objections/comments.
- 3) All Work on the Property shall be performed during daylight hours only, unless County provides advance approval in writing.
- 4) UVFA, in exercising the rights granted hereunder, shall not unreasonably interfere with access to or use of the Property by County, its lessees, or invitees. UVFA will ensure that reasonable safety precautions are in place to ensure the safety and well-being of the general public while work is in progress.

- 5) The Work shall be performed in a diligent and workmanlike manner by UVFA and its Agents in accordance with all local, state, and federal laws, ordinances, regulations, rules, permits, guidelines, and legal requirements related to human health, safety and/or the environment (collectively, "Environmental Laws") and other applicable laws, ordinances, regulations, rules, permits, guidelines, and legal requirements.
- 6) UVFA assumes all responsibility for any and all waste material, whether soil, water, or other debris, generated by or on behalf of UVFA in the course of the Work. UVFA shall take measures to safely burn or remove from the Property all such waste material upon completion of the specific Work activity, in a timely manner and in accordance with applicable Environmental Laws.
- 7) UVFA shall promptly notify County of and promptly respond to and remediate any spill, release, or discharge of any material that is reportable or required to be remediated by law in, on, under or about the Property which results from the Work or UVFA's access to and/or use of the Property under this Agreement.
- 8) Equipment brought onto the Property shall be free of contamination from hazardous substances; provided, however, that such equipment may contain ordinary fuels, lubricants and other substances reasonably necessary for their ordinary functioning. During the Work, the Property must be maintained in a clean and safe condition at the end of each work day. County shall not be responsible for equipment brought onto the Property by UVFA that is lost or stolen.
- 9) UVFA shall take reasonable precautions to minimize damage to the Property from the Work. UVFA shall restore the Property, including County's personal property damaged by the Work, to as close to its condition existing at the time the Work began as is reasonably possible. UVFA shall leave the Property in a neat, clean, and safe condition, subject to approval by County, which shall not be unreasonably withheld. The provisions of this paragraph shall survive the termination of this Agreement.
- 10) UVFA shall ensure that any Agents performing the Work keep and maintain in effect, with companies reasonably acceptable to County (which acceptance shall not be unreasonably withheld), the following insurance coverages covering the Work, if applicable:
 - a. Workers Compensation and Employer's Liability Insurance meeting minimum statutory requirements;
 - b. Employer's Liability Limits of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease;
 - c. Commercial General Liability (CGL) and/or Umbrella Liability insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate;
 - d. Automobile Liability and/or Umbrella Liability insurance with limits of not less than \$1,000,000 each accident;
 - e. Professional Liability with a limit of not less than \$1,000,000 each occurrence/claim, \$2,000,000 aggregate; and
 - f. Contractor's Pollution Liability with a limit of not less than \$1,000,000 each

occurrence/claim, \$2,000,000 aggregate.

County shall be named as an additional insured on the policies providing the insurance coverage specified above, except for Worker's Compensation, Employer's Liability, and Professional Liability. UVFA shall deliver evidence of insurance coverage specified above to County prior to entry on the Property. The policies may not be materially changed or terminated during the terms thereof. Only with respect to and to the extent of UVFA's liability assumed in this Agreement, such insurance will be primary insurance with respect to County, and Agents shall provide a waiver of subrogation against County for recovery of damages against these policies.

- 11) UVFA assumes all risks associated with performance of the Work, including, without limitation, all injuries and loss to its Agents, and agrees to indemnify, defend, and hold harmless County, its employees, officers, invitees, guests, agents, consultants, and the successors and assigns of any and each of them ("County Indemnitees"), from and against all claims, demands, losses, damages, expenses, costs (including without limitation, reasonable attorney's fees and court costs), penalties, liabilities or other obligations of any kind, arising from the Work of UVFA or its Agents performed under this Agreement or from a breach of this Agreement, except to the extent caused by the negligence or misconduct of County or County Indemnitees or their agents. UVFA's obligations under this paragraph shall survive the termination of this Agreement.
- 12) UVFA shall keep and shall require its Agents to keep the Property free and clear of all liens and encumbrances, including but not limited to mechanics', materialman's, contractor's, or subcontractor's liens or any claim for damage, arising from any of the Work under this Agreement. UVFA shall discharge or bond over any lien filed against the Property as a result of the Work within ten (10) days of obtaining knowledge of the filing of such lien(s) or before any action is brought to enforce such liens, whichever occurs earlier. If UVFA does not undertake such action within ten (10) days, County shall have the right to discharge or bond over such lien(s) and receive full reimbursement plus interest from UVFA within fourteen (14) days of such discharge or bond.
- 13) This Agreement shall not be assigned without the prior written consent of the other party. No legal title or leasehold interest in the Property is created or vested in UVFA by this Agreement.
- 14) This Agreement shall expire one (1) year from the date that the Agreement is signed by both County and UVFA ("Agreement Expiration Date"). However, County may, in its sole discretion, terminate this Agreement in advance of the Agreement Expiration Date by providing 14 days written notice to UVFA. This Agreement may be extended if agreed to in writing by both County and UVFA.
- 15) Any notices to the County pursuant to this Agreement shall be delivered via email to:

facilities@mendocinocounty.gov
determanj@mendocinocounty.gov
pierces@mendocinocounty.gov

16) This Agreement constitutes the entire agreement relating to the UVFA's use of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by UVFA and County. Neither the existence of this Agreement nor the execution of or performance under this Agreement is or shall be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any suit or proceeding except a suit or proceeding to enforce the terms contained herein. County and UVFA acknowledge that this Agreement has been negotiated at arm's-length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document.

[Signatures on next page]

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/11/2025

Budgeted: No
Budget Unit: N/A
Line Item: N/A
Org/Object Code: N/A
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/24/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/11/2025

UKIAH VALLEY FIRE AUTHORITY

By: [Signature]
SIGNATURE

Date: 6/11/2025

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/11/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Fire Authority

Exhibit A

*Proposed Work Area is within the Yellow Border Line

