



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-4
13 Pages

TRUCKEE TAHOE AIRPORT DISTRICT (TTAD) GRANT AGREEMENT

DATE: April 29, 2025
TO: District Board Members
FROM: Jessica Asher, Program Manager; and Brad Chisholm, Fire Chief
SUBJECT: Approve Grant Agreement with TTAD for Fuels Management Program Funding

BACKGROUND: The Truckee Tahoe Airport District, under its strategic plan focus area goal to *Give Back* has prioritized fuel reduction projects that directly align with the Airport's vision, mission, values, and public purpose. In 2024 and 2025 the District approved a budget that included \$2M for Wildfire Mitigation projects as a strategic initiative to benefit the entire District.

On February 3, and March 3, 2025, TTAD met with Olympic Valley Fire Department, CalFire Truckee-North Tahoe Battalion, Northstar Fire Department, Truckee Fire Protection District, California State Parks, and North Tahoe Fire Protection District to review established Community Wildfire Protection Plans and the CalFire Burn Plan. The goal was to identify high-priority projects that were ready for implementation, but lacked funding. On March 26, 2025, the TTAD Board approved \$1.87 million in funding for projects across four jurisdictions, along with \$100,000 for a multi-jurisdictional planning effort to accelerate wildfire mitigation.

DISCUSSION: The TTAD Board approved \$650,000 for fuel reduction projects in Olympic Valley. This funding will primarily fund the OV-2 & OV-3 North Slope and Evacuation Route projects.

ALTERNATIVES: 1. Authorize the General Manager to execute the Funding Agreement with Truckee Tahoe Airport District.
2. Do not approve the Agreement.

FISCAL/RESOURCE IMPACTS: Acceptance of the grant will provide \$650,000 to fund fuels reduction work within the community.

RECOMMENDATION: Authorize the General Manager to execute the Funding Agreement with Truckee Tahoe Airport District.

ATTACHMENTS: 2024 TTAD Grant Agreement, Grant Amendment

DATE PREPARED: April 18, 2025

**AGENCY FUNDING AGREEMENT
TRUCKEE TAHOE AIRPORT DISTRICT & OLYMPIC VALLEY PUBLIC SERVICE
DISTRICT**

Attachment D – Funding Agreement Amendment

This Agency Funding Agreement Amendment (“Amendment”) is entered into effective April 29, 2025 (“Effective Date”) by and between the Truckee Tahoe Airport District ("TTAD"), a California airport district, and Olympic Valley Public Service District ("OVPSD"), including Olympic Valley Fire Department (“OVFD”), in support of wildfire mitigation efforts. This Amendment modifies the Agency Funding Agreement entered June 5, 2024 (“Agreement”).

TERMS:

The Agreement is amended as follows:

1. The OVPSD shall complete the additional wildfire mitigation work described in the attached Attachment 1 and identified as OV-2 and OV-3 (“Additional Work”). The Additional Work shall be subject to the requirements of the Project as set forth in the Agreement except as modified in this Amendment.
2. The Additional Work shall be completed within 18 months from this Amendment and subject to the applicable terms of Section 3 of the Agreement. A separation Evaluation Report shall be provided for the Additional Work and shall be provided no later than 19 months after the effective date of this Amendment.
3. TTAD shall provide an additional \$650,000 for the Additional Work. Such funds shall be paid as provided in the Agreement and subject to all applicable terms and conditions. In addition, a portion of the funds approved in the Agreement may be used towards the OV-2 portion of the Additional Work. This includes such lands initially part of the Project.
4. Metric #1 of Attachment C of the Agreement is amended as follows:
Metric 1: Square miles protected / Acres (protected)
Metric 1 Projected: 158 acres
5. Metric #2 of Attachment C of the Agreement is amended as follows:
Metric 2: Wildland /Vegetation Management / Shaded Fuel Break
Metric 2 Projected: 150’ Shaded Fuel Break (OV-4), 85-acre shaded fuel break in the northeastern portion of Olympic Valley (OV-2) and a 3-acre fuel reduction project along Olympic Valley Road (OV-3)

6. Continuing Effect of Agreement: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

7. Adequate Consideration: TTAD and OVFD irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

8. Successors/Counterparts: This Amendment shall be binding on and shall inure to the benefit of the parties, their successors, and assigns. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date first written above.

TRUCKEE TAHOE AIRPORT DISTRICT, BY:

10356 Truckee Airport Rd., CA 96161

Dated: _____
Robb Etnyre, General Manager

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, BY:

305 Olympic Valley Road, PO Box 2026, Olympic Valley CA 96146

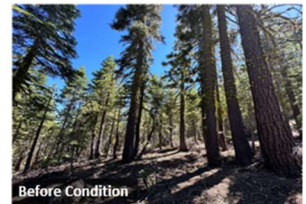
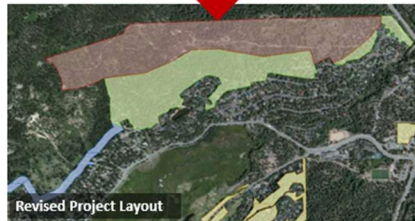
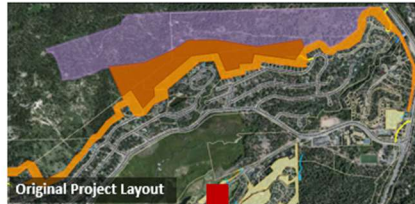
Dated: _____
Charley Miller, OVPSD General Manager

ATTACHMENT 1



OV-2 NORTH SLOPE FUEL BREAK - DESIGN

- ▲ **Initial CWPP Plan:** OV-2 was planned for prescribed burning after completing OV-1 (North Ridge) and OV-4 (Community Buffer)
- ▲ **Updated Approach:** On-the-ground analysis showed mechanical thinning and pre-treatment are needed before safely applying prescribed burning. Also, abandoned access roads were identified that would allow mechanical fuel removal of the east side of OV-4.
- ▲ **Holistic Strategy:** Treating OV-2 and OV-4 together expands mechanical treatment, improving cost efficiency and increasing fuel removal.
- ▲ **Project Size:** 84.5 acres (6 property owners, 9 parcels)
- ▲ **Project Cost:** \$630,000-800,000; \$150,000 from TTAD
OV-4 Funding available



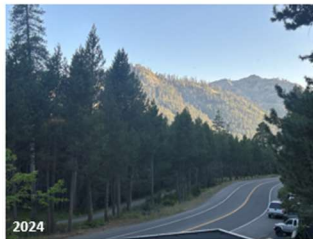
Truckee Tahoe Airport District Board Meeting
March 26, 2025



Funding for OV-4/OV-2 Design and Permitting was generously provided by the Tahoe Truckee Community Foundation and CAL FIRE's Wildfire Resilience Program through Truckee North Tahoe Forest Management Program (TNTFMP)



OV-3 EVACUATION ROUTE THINNING



- ▲ **Project Condition**
 - Lodgepole Pine: 1,600+ stems/acre (appropriate: 25-50/acre)
- ▲ **Key Benefits:**
 - Reduces flammable fuels along the only ingress/egress route.
 - Protects the meadow from conifer encroachment.
 - Improves winter safety with more sunlight on road and bike trail.
- ▲ **Project Status:**
 - Hand-thinning began in 2021 with Trout Unlimited/OV Watershed Alliance funding for meadow restoration
 - Identified for further treatment in the 2022 OV CWPP
 - CEQA Notice of Exemption & Lahontan WQCB timber waiver secured
 - Contract with Cross Check Services / low-impact machinery approved
- ▲ **Project Challenges**
 - Work delayed due to wet meadow conditions
 - Limited construction season
 - Placer County encroachment permit pending (traffic control)
- ▲ **Project Cost**
 - \$80,000; \$50,000 from TTCF available



Truckee Tahoe Airport District Board Meeting
March 26, 2025



Funding for OV-3 was generously provided by the Tahoe Truckee Community Foundation Forest Futures Program.

AGENCY FUNDING AGREEMENT
TRUCKEE TAHOE AIRPORT DISTRICT
AND
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

This Agency Funding Agreement (“**Agreement**”) is entered into effective June 5, 2024 (“**Effective Date**”) by and between the Truckee Tahoe Airport District (“**TTAD**”), a California airport district, and Olympic Valley Public Service District (“**OVPSD**”), including Olympic Valley Fire Department (“**OVFD**”), in support of wildfire mitigation efforts. TTAD and OVPSD are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. TTAD wishes to provide one-time funding to reduce the risk and severity of wildfire within TTAD. The TTAD Board of Directors has determined that funding wildfire mitigation projects furthers a public purpose of TTAD for a number of reasons, including that TTAD is a directly affected landowner, wildfire does not respect property boundaries so all mitigation projects protect TTAD property, and wildfires have significant regional impacts including threats to the public health and safety, property damage, smoke, loss of tourism visitors and others regardless of their location that affect airport operations and safety.

B. OVPSD is a California public service district providing services within TTAD’s service area. The Board of Directors of OVPSD is in support of OVPSD’s OV-4 Project, as defined below and described in **Attachment A**, attached hereto and incorporated herein by reference (“**Project**”), which serves a common constituency with TTAD. OVPSD is developing this Project through its Community Wildfire Protection Plan (“**CWPP**”) process.

C. OVPSD requested TTAD funding for the Project in the amount of \$400,000 to treat approximately 70-95 acres of the 130-acre Project to create a 150-foot-deep, shaded fuel break surrounding the Valley’s high value residential areas, as outlined in the OVPSD CWPP and Attachment A.

D. The TTAD Board of Directors has determined that funding the Project furthers a public purpose of TTAD for the reasons set forth above.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS

1. All of the above recitals are true and correct and incorporated into the Terms of this Agreement.

2. TTAD shall pay to OVPSD the sum of \$400,000 (“**TTAD Funds**”), to be paid in the ordinary course of TTAD's procedures for processing payments, after this Agreement has been duly executed by both Parties.

3. OVPSD shall utilize the TTAD Funds only towards the Project as described in Attachment A. Any funds not utilized by OVPSD for the above-identified Project within 18 months of the date of execution of this Agreement shall be immediately returned to TTAD, unless extension for utilization is otherwise approved.

4. OVPSD shall comply with all requirements and representations submitted to TTAD for the Project and as directed by TTAD, including but not limited to:

- a. OVPSD shall recognize TTAD throughout its marketing and promotional materials for this funding as described in **Attachment B**, attached hereto and incorporated herein by reference (“**Recognition**”). This Recognition shall be substantially similar to the recognition provided to other program donors of similar size. The term of this Recognition shall be the term of the Evaluation Report requirement set forth in Section 6 of this Agreement,

5. OVPSD shall indemnify, defend with counsel appointed by TTAD, and hold TTAD and TTAD’s officers, directors, employees, agents, and volunteers harmless from any and all claims, losses, causes of actions, liabilities, and other matters (including reasonable attorney’s fees, costs, and other reasonable and necessary expenses) asserted that, in whole or in part, arise out of, relate to, result from, or are incident to (1) the negligence (active or passive, ordinary or gross), recklessness, or willful misconduct of OVPSD or its officers, directors, employees, agents, and volunteers, (2) the breach of this Agreement by OVPSD, (3) any challenge to the funding of this Project by TTAD, including any challenge that the Project does not further a public purpose of TTAD, (4) the Project or the TTAD Funds, or (5) any of the activities contemplated by OVPSD under this Agreement.

6. OVPSD shall complete a final Project evaluation report (“**Evaluation Report**”) no later than 19 months after the Effective Date of this Agreement. The Evaluation Report will address the Measures of Success as outlined in the attached **Attachment C - Project Success Measures and Metrics**, incorporated by this reference. OVPSD further agrees to provide a progress report to the TTAD Board of Directors at a regular meeting thereof upon the request of the TTAD Board of Directors (“**Progress Report**”). Said Progress Report shall include, but not be limited to, an accounting of the TTAD Funds utilized to date, and an update on the general use of the TTAD Funds and functions of the Project and related activities.

7. Either Party may terminate this Agreement for cause upon 30 days’ written notice. Without limiting the foregoing, if OVPSD materially breaches any of the terms of this Agreement, TTAD may do the following:

- a. Declare that the amounts paid by TTAD to OVPSD be repaid immediately, with interest accrued from the date of disbursement, which shall be equal to the Local Agency Investment Fund quarterly apportionment rate in effect at the time of the default;
- b. Terminate any obligation to make future payments to OVPSD;

c. Terminate this Agreement; and

d. Proceed with legal action that it deems necessary to protect its interests.

Prior to items (a) – (d) the OVPSD shall have 30 days to transfer or otherwise account for any allegedly misused funds before requiring repayment/termination/etc.

8. OVPSD shall comply with all applicable requirements of the California Environmental Quality Act related to the Project.

9. OVPSD and its contractor(s) shall obtain and maintain reasonable commercial general liability and employer's liability/worker's compensation insurance. TTAD shall be named an additional insured on such policies. All OVPSD policies shall be primary. OVPSD may meet its obligation under this section with equivalent self-insurance.

10. During regular business hours, TTAD and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of OVPSD pertaining to this Agreement. OVPSD shall maintain and make available at all times for such inspection, accurate records of all its costs, disbursements, and receipts with respect to its use of TTAD Funds under this Agreement. Failure or refusal by OVPSD to comply with this provision shall be considered a breach of this Agreement.

11. OVPSD shall ensure all permits, licenses, and approvals required for performing their obligations under this Agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA and other applicable law.

12. OVPSD shall retain all records that are relevant to this Agreement for a period of five years after completion of the Project.

13. If the Project is considered to be public works for purposes of prevailing wages under California law, then when such improvements are constructed, or were constructed, they shall be, or shall have been, constructed in compliance with the prevailing wage law pursuant to Labor Code § 1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, the payment of prevailing wages in the construction of such improvements, as those wages are determined pursuant to the prevailing wage law. TTAD makes no representations or warranties as to whether the Project is considered to be a public work for purposes of prevailing wages under California law. Should OVPSD fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have complied with the aforementioned prevailing wage laws as to the Project, and it is alleged, contended, or determined that it should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, OVPSD shall indemnify, defend, and hold harmless to the fullest extent permitted by law, TTAD from

and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall include the payment of any fines assessed by the California Department of Industrial Relations against OVPSPD for such violation, including all staff costs and attorney's fee relating to such fine. This indemnification obligation shall survive the termination of this Agreement.

14. This Agreement is the full and complete agreement of the Parties and no prior discussion, agreement, or representation, whether written or oral, may be used to define or interpret this Agreement. It may be modified, amended, or cancelled only by written agreement signed by both Parties. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall be construed to remain fully valid, enforceable, and binding on the Parties.

15. In the event of any litigation between the Parties hereto, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. To the furthest extent permitted by law, any such litigation shall be heard in the Truckee Branch of the Superior Court of California for the County of Nevada. This Agreement shall be governed and construed in accordance with the laws of the State of California.

16. This Agreement is the result of the mutual negotiations between the Parties and this Agreement shall not be construed in favor of or against either Party, regardless of the drafting Party.

17. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18. Neither Party shall assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.

19. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the Parties.

20. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

21. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and District's regular business hours; (ii) the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Olympic Valley Public Service
District

Brad Chisholm, Fire Chief
Olympic Valley Public Service District
PO Box 2026
Olympic Valley CA 96146
Telephone: (530) 583-4692
Email: bchisholm@olympicvalleyfire.org

If to Truckee Tahoe Airport District

Robb Etnyre
10356 Truckee Tahoe Airport Rd.
Truckee CA 96161
Telephone: (530) 587-4119 Ext 105
Email: robb.etnyre@truckeetahoeairport.com

With courtesy copy to:

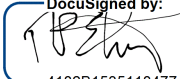
Gary Bell, General Counsel
Colantuono, Highsmith & Whatley, PC
333 University Avenue, Suite 200
Sacramento, CA 95825
Phone (916) 400-0370
Email: gbell@chwlaw.us

Signature page following:

TRUCKEE TAHOE AIRPORT DISTRICT, BY:

10356 Truckee Airport Rd., CA 96161

Dated: 6/12/2024

DocuSigned by:

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Robb Etnyre, General Manager

APPROVED AS TO FORM

Dated: 6/12/2024

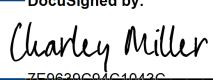
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Joshua Nelson, District Counsel

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, BY:

305 Olympic Valley Road, PO Box 2026, Olympic Valley CA 96146

Dated: 6/12/2024

DocuSigned by:

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Charley Miller, OVPSD General Manager

APPROVED AS TO FORM


Dated:

AGENCY FUNDING AGREEMENT


TRUCKEE TAHOE AIRPORT DISTRICT & OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

Attachment A – Project

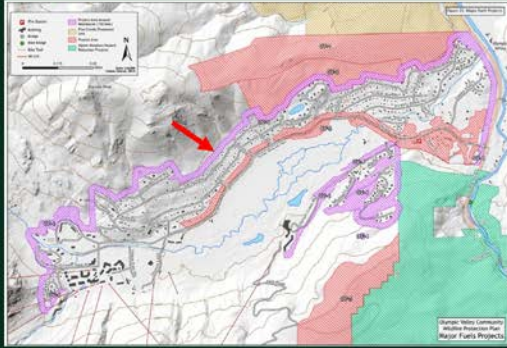
The Project includes.



OLYMPIC VALLEY COMMUNITY BUFFER





The OV-4 Project creates a 150-foot-deep, 130-acre, shaded fuel break surrounding the Valley's high value residential areas. The project overlaps with Defensible Space Zone 2, encompasses essential facilities such as the Valley's primary water tank, and compliments other CWPP and USFS Projects.



- Currently Very High Hazard Conditions (LiDAR, Ground Survey, CAL FIRE Mapping)
- CWPP Priority Project
- Permitted and shovel-ready, Summer 2024
- High impact and very visible – directly benefits over 900 structures
- Property owners include 12 private landowners, Washoe Tribe, and a Trust with Placer County Administrator
- Implementation costs estimated at \$700,000; requesting \$400,000 for first phase

"The 150-foot fuels reduction project surrounding our homes is critical to our survival. Two friends from South Lake Tahoe explained that a similar perimeter allowed the Fire Department to save their homes during the Caldor Fire. The fire intensity was reduced in the perimeter as it neared the house, allowing firefighters to stop the fire just outside their backyard." - Bob Barnett, Olympic Valley Resident

Funding for design and permitting generously provided by Tahoe Truckee Community Foundation and the CAL FIRE's Wildfire Resilience Program.

Truckee Tahoe Airport District Meeting

April 24, 2024

AGENCY FUNDING AGREEMENT

TRUCKEE TAHOE AIRPORT DISTRICT & OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

Attachment B – Plan for TTAD Recognition

- OVPSD will acknowledge the support of TTAD via press release/social media/imagery
- TTAD logo and declaration “Major funding provided in part by the Truckee Tahoe Airport District” on OVPSD’s website where applicable, newsletters, social media, and at public meetings.
- Incidents involving the use of equipment funded through TTAD that gain media attention are also opportunities to recognize TTAD.

AGENCY FUNDING AGREEMENT

**TRUCKEE TAHOE AIRPORT DISTRICT & OLYMPIC VALLEY PUBLIC SERVICE
DISTRICT**

Attachment C - Project Success Measures and Metrics

Metric 1: Square miles protected / Acres (primary)

Metric 1 Projected: 70 Acres

Metric 2: Wildland/Vegetation Management / Shaded Fuel Break

Metric 2 Projected: 150' Shaded Fuel Break

Metric 3: Monitoring of project areas

Metric 3 Projected: Annual report utilizing reporting tools used to establish project priorities for the OVPSD OVFD CWPP