



**AGENDA AND MEETING NOTICE
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
RECREATION AND PARKS COMMITTEE**

Tuesday, September 8, 2026 at 2:15 p.m.

**North Tahoe Public Utility District
Administrative Offices
875 National Avenue
Tahoe Vista, CA 96148**

**Welcome to a meeting of the North Tahoe Public Utility District
Recreation & Parks Committee**

A meeting of the North Tahoe Public Utility District Recreation & Parks Committee will be held on Tuesday, September 8, 2026, at 2:15 p.m. at the North Tahoe Public Utility District Administrative Offices, 875 National Ave. Tahoe Vista, CA 96148.

The District welcomes you to its meetings. Your opinions and suggestions are encouraged. The meeting is accessible to people with disabilities. In compliance with Section 202 of the Americans with Disabilities Act of 1990 and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting should contact the North Tahoe Public Utility District office at (530) 546-4212, at least two days prior to the meeting.

All written public comments received by 1:15 p.m. on Tuesday, September 8, 2026 will be distributed to the District Board Committee Members for their consideration at the meeting. Written comments may be emailed to mmoga@ntpud.org, mailed or dropped-off at NTPUD's Administrative Offices located at 875 National Ave., Tahoe Vista, CA. 96148.

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENT** – *Any person wishing to address the Development & Planning on Items on the agenda or matters of interest to the District not listed elsewhere on the agenda may do so at this time. Please limit comments and questions to three (3) minutes since no action can be taken on items presented under Public Comment.*
- 3. TOPICS OF DISCUSSION**
 - a. [Review and Discuss Authorizing the General Manager to Execute a Right-of-Entry Agreement with the Pathways for Wildlife to Deploy Wildlife Cameras on NTPUD Property – Recommendation to Full Board \(Pages 2-7\)](#)
- 4. ADJOURNMENT**



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: September 9, 2026

ITEM: F-4

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a Right-of-Entry Agreement with Pathways for Wildlife to Deploy Wildlife Cameras on NTPUD Property

RECOMMENDATION:

Authorize the General Manager to execute Right-of-Entry Agreement with Pathways for Wildlife to temporarily deploy wildlife cameras on NTPUD property.

DISCUSSION:

The California Tahoe Conservancy (CTC) is managing a grant to identify major routes for wildlife connectivity in the Tahoe Basin. By deploying cameras across ownerships, the CTC is learning not only the location of wildlife corridors but also barriers to movement. Cameras are now being deployed in the North Basin, and CTC is reaching out to request access to NTPUD land. Specifically, CTC is interested in installing wildlife cameras on the Gentry parcels (APNs 111-010-055, 013, & 014) and within the North Tahoe Regional Park.

Pathways for Wildlife (PFW), in partnership with CTC, will be deploying motion-detecting wildlife cameras on NTPUD properties at the Regional Park and on the Gentry parcels. Three to four cameras will be installed on each property in 2026 and will remain deployed for up to two years. The cameras are typically installed on trees using a webbing cam strap and cable lock. No trees will be damaged, and no permanent attachments will be used. Each camera will have an ID card indicating this is part of a CTC study. Some cameras may be combined with a scent lure to attract meso-carnivores such as pine marten. The camera data cards and batteries will be checked monthly and replaced as needed. Camera locations will be dictated by habitat with riparian vegetation, dense cover, snags with cavities, or downed woody debris. Evidence of species use, such as tracks, scat, prey remains, or dens, can also help identify camera locations. PFW staff will access cameras by vehicle (if roadside on public roads), on foot, or by snowshoe or skis during winter. If established trails are present, bikes may also be used for access. Data will be analyzed to identify species occupancy, wildlife corridors, and barriers to movement. All data and reports will be available to partners. Quarterly update meetings are held for partners, and NTPUD staff will be invited to participate should the proposed agreement be authorized by the Board.

CTC's study began in 2023 in the South Basin, and they have been providing data to participating partners, including the United States Forest Service – Lake Tahoe Basin Management Unit, California State Parks, Caltrans, California Department of Fish and

Wildlife, Tahoe Resource Conservation District, and South Tahoe Public Utility District (STPUD). NTPUD's permission for access will help ensure CTC's study gains a comprehensive understanding of animal movement in the North Basin, providing the best possible data for land managers.

FISCAL ANALYSIS:

There is no financial impact to the NTPUD.

STRATEGIC PLAN ALIGNMENT:

Goal 3: Enhance District governance and partnerships – Objective D: Be a strong community partner to provide value in alignment with the District's charter – Tactic 2: Engage with regional, state, and federal government partners – Activity a: Work with the U.S. Forest Service, California Tahoe Conservancy, and Placer County to assess maintenance agreements and land trades or acquisitions.

ATTACHMENTS:

- Example Right-of-Entry for CTC's work on STPUD's property

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered in this day of January 31, 2024 by and between the Pathways for Wildlife ("Pathways") and the South Tahoe Public Utility District ("District") at South Lake Tahoe, California, with reference to the following facts and intentions:

A. The District owns property located at 1275 Meadow Crest Drive, South Lake Tahoe, County of El Dorado, California, described as Assessment Numbers 25-061-035, 25-041-019, 25-05-133, 25-07-122, and 25-09-115 ("Property");

B. The Pathways desires to obtain the District's permission to enter onto the Property, on a temporary basis, for planning, staging and implementing a wildlife research project ("Project"); and,

C. The District agrees to allow the Pathways to enter the Property, on a temporary basis, for the purpose of planning, staging, and implementing the Project pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Right of Entry. The District grants permission to the Pathways, and its agents, employees, consultants and contractors, the right to enter onto the Property for the following purposes related to the Project:

1.1. Wildlife Research. The work for the Project includes, but is not limited to:

- Project boundary identification
 - Biological/wildlife resource surveys
 - Installing wildlife cameras on trees. No nails will be used to mount the cameras, only Python lock cables with an identification card with contact information.
 - Cameras will be checked once a month. Roads will not be driven if conditions do not permit to not damage roads.
- Monthly updates on the camera data collected on the property and a final report will be provided to Shelly Thomsen, Director of Public and Legislative Affairs, South Tahoe Public Utility District

2. Term. The term of this Agreement shall commence on the Effective Date and automatically terminate without notice by either party on December 31, 2025, unless terminated earlier, as provided in this Agreement. The term may be extended by mutual written agreement of both the Pathways and the District.

3. Insurance. In the event the Pathways' consultants, contractors, or agents access the Property pursuant to this Agreement, the Pathways shall furnish the District with evidence of the following insurance coverages by each of its consultants, contractors, or agents:

3.1. Workers Compensation Insurance. Insurance to protect them from all claims under the California Workers Compensation and Employers Liability Acts. Such coverage shall be maintained, in the type and amount, in strict compliance with all applicable state and federal statutes and regulations.

3.2. Commercial General Liability Insurance. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering performance, which coverage shall be at least as broad as Insurance Services Office's (ISO) occurrence form CG 0001, and with a limit in an amount of Two Million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately with the ISO CG 2503, or ISO CG 2504, or insurer's

equivalent endorsement or the general aggregate limit and products completed operations aggregate limit shall be twice the required occurrence limit.

3.3 **Automobile Liability Insurance.** Insurance to protect against claims arising from death, bodily or personal injury, or damage to properties resulting from actions, failure to act, operations of equipment of the insured, or by its employees, agents, and consultants or by anyone directly or indirectly employed by the insured. Coverage shall include all owned, non-owned and hired vehicles

4. **Limitation of Liability.** Except as required by law and stated in this Agreement, the District shall have no liability, responsibility or duty of care to the Pathways related to its use of the Property. The Pathways may enter the Property at its own risk.

5. **Indemnification.** The Pathways shall indemnify, defend, and hold harmless the District and its elected officials, officers, employees, agents and representatives, from and against all actions, claims, suits, penalties, obligations, liabilities, damages to property, claims or injuries to persons or property, which arise out of, relate to or in connection with the Pathways and its consultants, contractors, employees and agents, acts and omission in performing the Project, except to the extent caused by the District's active negligence or willful misconduct, whether such activities or performance is by the Pathways or anyone directly or indirectly employed or under contract with the Pathways, and whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. The indemnity and other rights afforded to the District by this section shall survive the termination of this Agreement.

6. **Observation.** The District shall have the right, but not the obligation to observe the Pathways, and its employees, agents, contractors and consultants while on the Property to verify the Pathways' compliance with the terms and conditions of this Agreement.

7. **Compliance with Law.** The Pathways shall take all necessary actions and implement all protections necessary to ensure that all actions taken in connection with all equipment, materials and substances generated, used or brought onto the Property pose no material threat to the safety of persons or the environment and cause no damage to the Property or other property of the District or other persons. The Pathways shall conduct itself on the Property in compliance with all applicable laws and regulations. Without limiting the previous sentence, the Pathways shall address any hazardous materials and substances at the Property in such a manner that fully complies with all applicable environmental laws and regulations.

8. **No Additional Rights Granted.** The Pathways acknowledges and agrees that the District's execution of this Agreement does not provide the Pathways with any additional rights or interest in the Property whatsoever.

9. **Damage to the Property.** The Pathways shall not allow, create, cause or permit any lien or encumbrance to attach to the Property should physical damages to the Property occur as a result of the Pathways' activities. The Pathways shall be responsible, at its sole cost and expense, to restore the Property to substantially the same condition in which it existed prior to such damage. The parties shall, as reasonably practical, jointly inspect the damaged Property and/or improvements and the Pathways shall repair/replace the damaged Property and/or improvements to the reasonable satisfaction of the District.

10. **Sub-consultants and Contractors.** In the event that the Pathways hires or retains any consultant or contractor to perform any activities related to the Project and requires access to, and use of the Property, the Pathways shall require the agreement with any such consultant or contractor to be subject to the terms and conditions of this Agreement.

11. **General Provisions.**

11.1. Applicable Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The Superior Court of the County of El Dorado County, California, shall be the site and have jurisdiction for the resolution of all such actions.

11.2. Notices, Demands and Communications Between the Parties. Written notices, demands, and communications between the District and Pathways shall be given either by: (i) personal service; (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing the date and time of delivery; or, (iii) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To the District: South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
Attn: Shelly Thomsen, Public Affairs and
Legislative Director

To the Pathways: Pathways for Wildlife
1715 Bakersfield Court
South Lake Tahoe, CA 96150
Attn.: Tanya Diamond, Co-Owner & Wildlife Ecologist

Notices personally delivered, sent by United States mail or delivered by document delivery service shall be deemed effective upon receipt. Notices sent solely by mail in the manner provided above shall be deemed effective on the second business day following deposit into the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

11.3. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

11.4. Counterparts. This Agreement may be executed in counterparts, each of which, after all the parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

11.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the parties hereto.

11.6. Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

11.7. Assignment. This Agreement shall not be assignable without the prior written consent of the District, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without the approval of the District shall be void.

11.8. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

11.9. Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

11.10. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third-party is not required to legally bind either party to the terms and conditions of this Agreement.

11.11. Survival. The provisions of this section and sections 4 and 5 8 shall survive the termination of this Agreement.

11.12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the District and the Pathways have entered into this Agreement as of the date first written above.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

PATHWAYS FOR WILDLIFE

By: 
Paul Hughes, General Manager

By: Tanya Diamond
Tanya Diamond, Co-Owner & Wildlife Ecologist