

COOPERATIVE FIRE PROTECTION AGREEMENT
Between
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
And
U.S. FOREST SERVICE
TAHOE NATIONAL FOREST

This agreement, made and entered into by and between the California Department of Forestry and Fire Protection, hereinafter referred to as CALFIRE, and the U.S. Forest Service, Tahoe National Forest, hereinafter referred to as the FOREST SERVICE, under the provisions of the Fire Protection Act of May 27, 1955 (42 USC 1856), the Granger-Thye Act of April 24, 1950 (16 USC 572), and the Cooperative Funds and Deposits Act of Dec 12, 1975 (16 USC 565a1-3).

RECITALS:

WHEREAS, CALFIRE has established, maintained, and provided fire protection,

WHEREAS, the CALFIRE is desirous of participation in staffing Martis Peak Lookout tower; and,

WHEREAS, CALFIRE has the responsibility for administering the wildland fire protection program for the Town of Truckee and surrounding area; and,

WHEREAS, CALFIRE is vitally interested in the conservation of the natural resources of the United State and are desirous of lending aid and support to the protection, development, and improvement of National Forest land within the Tahoe National Forest; and,

WHEREAS, the FOREST SERVICE is responsible for fire protection on National Forest system lands and has a desire to maintain a lookout at Martis Peak; and,

WHEREAS, the FOREST SERVICE as part of its duties for fire protection on National Forest system lands has a desire for fire lookout person which will be furnished by CALFIRE and,

The December 11, 2007 Cooperative Fire Protection Agreement between CDF, FOREST SERVICE, et al. (FS #08-FI-11052012-110, CDF #7CA00245) provides for local agreements between the parties for mutual undertakings of a local nature where an exchange of funds or services is involved (per provision #27), consistent with the purposes of said agreement; and,

It is to the mutual benefit of the CALFIRE and the FOREST SERVICE to assist and cooperate in a program of intensifying and, where possible, developing the Forest resources and doing necessary improvement work in such a way as will contribute for the benefit of the public.

In consideration of the above premises, the parties hereto agree as follows:

A. CALFIRE SHALL:

1. Provide staffing to maintain Martis Peak Lookout Tower, support structures, and road. Staff the lookout during fire season to the extent staffing and funds are available. The lookout staff may be employees, or they may be volunteers.
2. Provide all necessary labor to maintain the lookout.
3. Consult with FOREST SERVICE to maintain the historical integrity of the lookout tower.
4. When necessary and agreed upon with FOREST SERVICE, provide equipment for use on the access road for normal road maintenance activities.
5. Provide a CALFIRE Battalion Chief who will have responsibility for supervision of the lookout activities, including staffing, and road maintenance.
6. In connection with the performance of work under the Agreement, agree not to discriminate against any person because of age, sex, race, religion, color, or national origin.
7. Allow the FOREST SERVICE to provide staffing for the lookout during periods of extenuating circumstances with the agreement of the CALFIRE Battalion Chief.
8. CALFIRE will remove all sensitive property items from the lookout between October 31 and June 15, or as negotiated with the designated FOREST SERVICE contact.

C. FOREST SERVICE SHALL:

1. Assign a fully qualified and experienced Forest Officer to provide the technical direction for the CALFIRE on all activities undertaken within the terms of this agreement.
2. Advise CALFIRE in a timely manner of the historical features of the lookout tower and protection measures to be observed.
3. Provide all necessary materials to maintain the lookout.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN ALL PARTIES THAT:

1. Prior to doing any initial work and annually thereafter, CALFIRE will meet with the FOREST SERVICE and jointly agree to, and prepare, an operating plan in conjunction with maintaining the lookout. Work to be performed will be based on

the needs of the CALFIRE and will be agreed upon by both parties in the annual operating plan prepared prior to May 1, annually, for the coming year.

2. Improvements under this agreement shall be and remain the property of the United States.
3. Nothing herein shall be construed as obligating the FOREST SERVICE or CALFIRE to expend funds, equipment or labor or otherwise any obligations unless specifically addressed in the annual operating plan. At the initial inception of this agreement, there is no money to be collected by the FOREST SERVICE. All items to be used or incorporated by CALFIRE are voluntary contributions by CALFIRE.
4. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any part of this agreement or to any benefit that arise therefrom; but this provision shall not be construed to extend to this agreement of made with a corporation for its general benefit.
5. The Truckee District Ranger and CALFIRE Unit representative shall be the authorizing officials to prepare and approve the Annual Operating Plan.
6. During the time period that this agreement is in effect, that the FOREST SERVICE may enter the Martis Peak Lookout into a rental program. If/when entered, the lookout would only be rented out during the period of time when the lookout is not typically staffed by CALFIRE.
7. This instrument will not conflict with the terms of the Cooperative Fire Protection Agreement between CDF, FOREST SERVICE, et al. (FS #08-FI-11052012-110, CDF #7CA00245).
8. Upon execution, this instrument supersedes the current instrument between CALFIRE and Forest Service (04-FI-11051757-014) which expired April 8, 2009.
9. WAIVER OF CLAIMS AGAINST THE PARTIES. The parties signatory to this Agreement hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

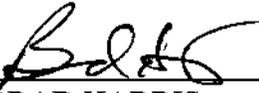
10. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>FOREST SERVICE Contact</i>	<i>CDF Contact</i>
TNF East Zone Division Chief	CALFIRE Battalion Chief
U.S. Forest Service	CALFIRE (California Department of Forestry and Fire Protection)
Truckee Ranger District	Nevada-Yuba-Placer Unit
9646 Donner Pass Rd.	13760 Lincoln Way
Truckee, CA 96161	Auburn, CA 95603
Phone: 530/587-3558	Phone: 530/582-5730
FAX: 530/587-6914	FAX: 530/582-5573

<i>Forest Service Administrative Contact</i>	<i>Cooperator Administrative Contact</i>
Karine Wagner	Same as Above
Grants & Agreements Coordinator	
Truckee Ranger District	
9646 Donner Pass Road	
Truckee, CA 96161	
Phone: 530/587-3558 x262	Phone:
FAX: 530/587-6914	FAX:
E-Mail: karinewagner@fs.fed.us	E-Mail

11. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from that date at which time it will expire unless renewed.
12. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
13. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
14. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 30 days written notice to the other party.
15. LEGAL AUTHORITY. CALFIRE have the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.
16. AUTHORIZED REPRESENTATIVES. By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written below.



BRAD HARRIS
Ranger Unit Chief
Nevada-Yuba-Placer Unit

6-24-09
Date



TOM QUINN
Forest Supervisor
U.S. Forest Service
Tahoe National Forest

07/06/09
Date

The authority and format for this instrument have been reviewed and approved for signature.

/s/ Karine Wagner
KARINE WAGNER
Agreements Coordinator
USFS - IBET Province

06/22/2009
DATE