

ATTACHMENT B



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT/LICENSE

For Prevention and Suppression of Forest Fires

CAL FIRE 719 (07/15) (page 1 of 2)

CAL FIRE # 2T199637

(No. assigned by HQ TS, Lands Unit)

PROJECT	China Creek Park	COUNTY	Fresno
Designated LICENSOR (Controls/Owns Prop.)	Fresno County Parks	Designated LICENSEE: Real Property Manager	Department of Forestry and Fire Protection
AUTHORITY CITED:	<u>Public Resources Code 4141.</u> The Department may, for the prevention and suppression of forest fires, enter into cooperative agreements with any person, firm, association, or corporation that owns or controls any forest, brush, grass, or grain lands, under such terms as the Department deems advisable, and may renew, revise, or terminate these agreements. <u>Government Code 14662.5.</u> In any agreement entered into whereby the state obtains a grant of easement, lease, license, right-of-way entry (including without limitation, a right-of-way, or right of entry on or over property of any railroad), the state agency or its director entering into the agreement on behalf of the state may agree to indemnify and hold harmless the grantor, lessor, or licensor and may agree to repair or pay for any damage proximately caused by reason of the uses authorized by such easement, lease, license, right-of-way, or right of entry agreement.		
THIS AGREEMENT: (dated for reference purposes, <u>February 14, 2019</u>)			
By and between LICENSOR and LICENSEE, named above, in consideration of public services to be performed by LICENSEE for the prevention and suppression of forest fires, hereby licenses to the LICENSEE, use of the property under the ownership and/or control of LICENSOR, described as follows:			
PROPERTY DESCRIPTION <i>Provide address, APN and/or portion of Section/Township/ Range, and/or other identifier(s):</i>	APN 33302125T Section 8 Township 14S, Range 23E		
PURPOSE	Said Agreement on the above described premises will be as follows: Apply prescribed fire to meet the goals of the landowner and it's cooperators, establish fire lines using heavy equipment or hand work, removal of understory brush and trimming of trees. Site will also be used for training of fire suppression personnel		
SUBJECT TO	To the extent that they can legally do so, both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of others, its servants, agents, or employees. Either Party shall have the right to terminate this Agreement with 90 days written notice, and in event of and prior to such termination, reserves the right to remove any improvement erected by it upon the said premises. Attachments if needed: (Total number of pages attached <u> </u> , including the following checked items) ☐ Legal description ☐ Location map ☐ Site plan ☐ Other		
LICENSOR:		LICENSEE:	
Signature _____		State of California	
Property control type _____		Department of Forestry and Fire Protection	
Date _____		Signature _____	
		Title <u>Real Property Manager</u>	
		Date _____	
WITNESS NAME: _____		Date _____	



STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COOPERATIVE AGREEMENT/LICENSE
For Prevention and Suppression of Forest Fires
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COOPERATIVE AGREEMENT/LICENSE (CAL FIRE 719) INSTRUCTIONS

This form replaces the previous A-19 form, which was developed by DGS for our use under their delegation. We have determined that CAL FIRE has its own organic authority to enter into agreements with property owners for the prevention and suppression of forest fires, including, but not limited to: fire access truck trails, fuel breaks, weather telemetry stations, access roads, utilities, water facilities, training sites, fire control staging areas, communications, etc.

Unit to fill in the form according to the following instructions:

Submit completed form, along with the CEQA document that is being used for the project, via email, to the Real Property Manager/Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit, for review, assignment of CAL FIRE number, and approval.

1. Once approved and returned to you via email, print three (3) originals, obtain "Licensor's" signature and date on all three (3) originals.
2. Have all three (3) originals signed and dated by an appropriate CAL FIRE Witness (normally staff in charge of the project), on the "Witness" line.
3. Return all three (3) completed originals with wet signatures to the Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit.
4. When received by Sacramento Headquarters, Technical Services, Lands Unit, the Real Property Manager will sign and date all three (3) originals, as the Licensee for the State of California.
5. Two (2) fully executed originals will be returned to the Unit for distribution. One original for Unit, one original for "Licensor".
6. One (1) fully executed original will be retained by Sacramento Headquarters, Technical Services, Lands Unit.
7. If payment is involved, Sacramento Headquarters, Technical Services, Lands Unit, will notify accounting to schedule payment(s).

FIELDS TO BE FILLED:

CAL FIRE NUMBER: Provided by Sacramento Headquarters, Technical Services, Lands Unit.

PROJECT: Provide Project Name. (Location, Purpose, i.e. Redding AAB, Air Attack Management Class).

COUNTY: Provide Project County.

LICENSOR: Provide Name of Property Owner.

THIS AGREEMENT: Enter date Agreement is to begin. (Allow 1-2 weeks for review and approval).

PROPERTY DESCRIPTION: Provide Address, APN, and/or portion of Section/Township / Range, and/or any other identifier(s).

PURPOSE: Provide specific details of what property is to be used for.

ATTACHMENTS IF NEEDED: If applicable, enter the number of pages of attachments to be submitted. Double click on box that applies if including an attachment. Under "default value" choose "checked". When checking "other", please provide brief description (i.e. Fee and Schedule, additional detail, etc.).