



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 #1T169468

(No. assigned by HQ TS, Lands Unit)

Table with 4 columns: PROJECT, COUNTY, Designated LICENSOR, Designated LICENSEE. Rows include project details (Truckee Remote Automated Weather Station), authority cited (Public Resources Code 4141, Government Code 14662.5), agreement date (August 10, 2016), property description (APN: 1702027000), purpose (install FTS Remote Automated Weather Station), subject to terms, and licensor/licensee information (State of California).



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.).



State of California
The Natural Resources Agency
California Department of Forestry and Fire Protection

NOTICE OF EXEMPTION

PROJECT TITLE	Truckee Remote Automated Weather Station		
PROJECT LOCATION	SE ¼, NE ¼ Section 11, T17N, R15E MDB&M Norden 7.5' USGS Qua	COUNTY	Nevada
LEAD AGENCY	California Department of Forestry and Fire Protection		
CONTACT	Elsa Hucks, Forester I		
ADDRESS	CAL FIRE Nevada Yuba Place 13760 Lincoln Way Auburn CA 95603	PHONE	530-889-0111 EXT 127

PROJECT DESCRIPTION

This project involves the establishment of a long-term lease agreement and installation of a remote area weather station in the Tahoe Donner community. The property the station is to be installed on belongs to the Tahoe Donner Homeowner's Association and is utilized as common area, for recreational use only. The project involves setting up and securing a tripod-style fixed weather station and a wandering Wyoming-style fence around it with snow stick markers for safety. The Department of General Services will establish a long-term lease agreement with the Tahoe Donner Homeowner's Association for the approximate 24 foot by 24 foot square of land occupied by the remote area weather station. The project involves using a Washington Ridge Conservation Camp crew, a stake-side and two staff vehicles travelling to and from the site for installation. All on the ground work will be completed with hand tools. Installation of the station and associated fencing is expected to take two days. Light brush removal will occur to prepare the site for installation. Securing the station will involve pounding one ten-inch spike into the ground for each of the three legs. The weather station is completely self-contained and battery operated. RAWs Station will serve as the fire weather monitoring station for the Truckee National Fire Danger Rating Area.

EXEMPTION STATUS

- Categorical Exemption Type/Section: Class
 - 14 CCR § 15304 Class 4 Minor Alterations to Land
 - 14 CCR § 15311 Class 11 Accessory Structures
 - 14 CCR § 15327 Class 27 Leasing New Facilities
- Statutory Exemption (state code section):
 - Ministerial (§21080(b)(1); 15268)
 - Declared Emergency (§21080(b)(3); 15269(a))
 - Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

This project fits under portions of Class 11 (Accessory Structures), Class 4 (Minor Alterations to Land) and Class 27 (Leasing New Facilities). After completing an environmental assessment, the Department has determined this project will have no significant impact on the environment. Field review by California Department of Forestry and Fire Protection staff confirmed that no exceptions apply that would preclude the use of a Notice of Exemption for this project. The Department has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland/timberland, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, or to utilities and service systems. Documentation of the environmental review completed by the Department is kept on file at the Nevada-Yuba-Placer Headquarters in Auburn.

DATE RECEIVED FOR FILING

Governor's Office of Planning & Research

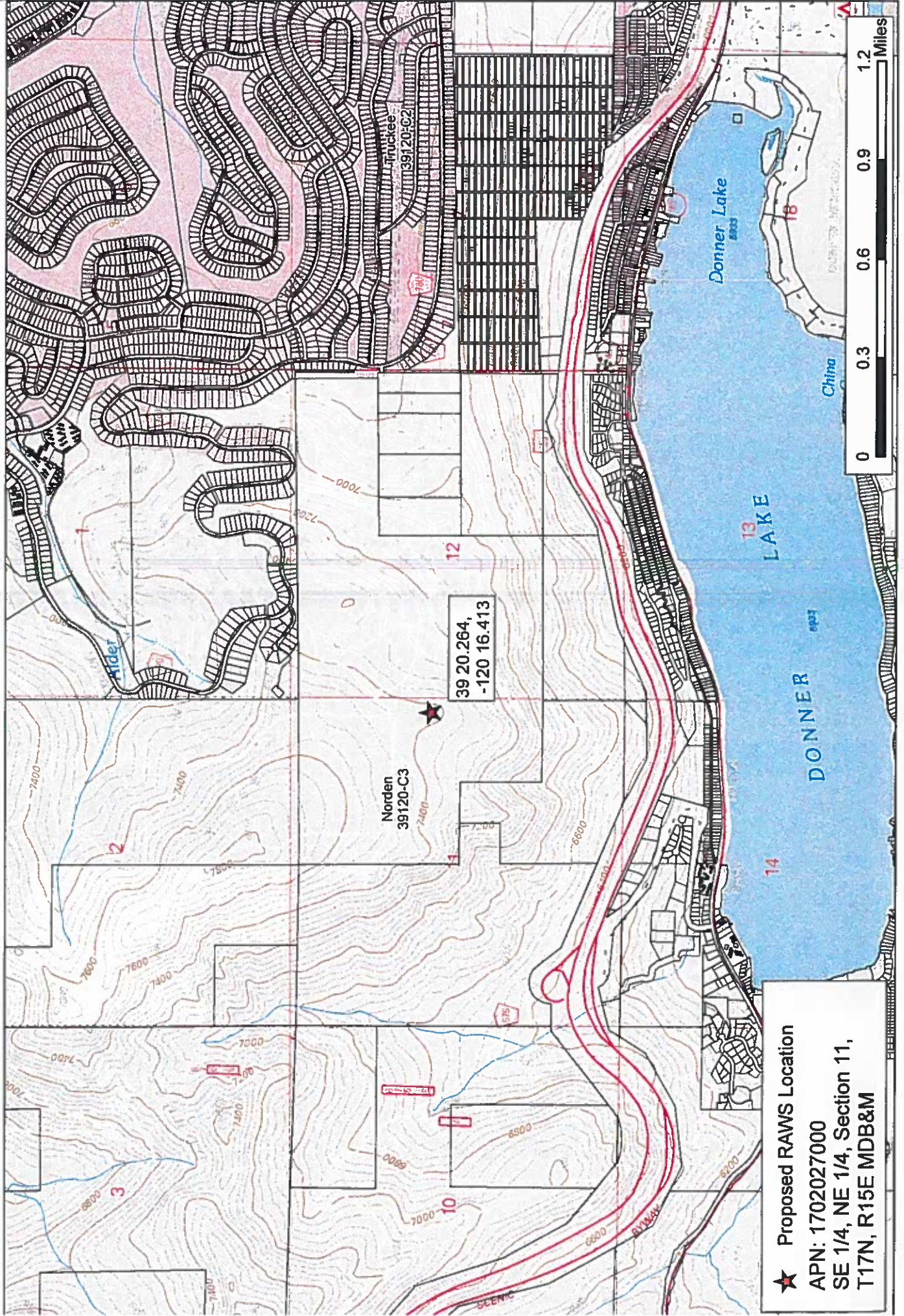
AUG 04 2016

STATE CLEARINGHOUSE

Helge Eng, Deputy Director Date 8/4/16
 California Department of Forestry and Fire Protection



Proposed Location for Tahoe Donner RAWS Station



★ Proposed RAWS Location
 APN: 1702027000
 SE 1/4, NE 1/4, Section 11,
 T17N, R15E MDB&M



Other Conditions to Cooperative Agreement/License for Portable Weather Station

This Attachment to Cooperative Agreement/License for Portable Weather Station Construction, Access, and Maintenance, which Agreement/License is entered into by and between TAHOE DONNER ASSOCIATION (“TDA”), a California non-profit mutual benefit corporation, and the CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (“CalFire”), an agency of the State of California, provides the following additional conditions to the Cooperative Agreement/License:

A. General Conditions

1. CalFire shall design the proposed portable weather station and fencing enclosure (“RAWS”) and submit the recommended specifications to TDA for TDA’s review and written approval, in TDA’s sole discretion, prior to CalFire beginning construction of the RAWS. The plans shall include a map of the site where CalFire intends to install the RAWS, including any access roads.
2. CalFire shall provide TDA notice of intent to begin construction on the RAWS at least 30-days prior to beginning construction.
3. CalFire shall be solely responsible for the design, permitting, and construction of the RAWS and shall bear all associated costs. In addition, all materials used in construction shall be furnished by CalFire.
4. CalFire shall submit proposed conditions of any state, local, and federal permits, licenses, or approvals required for construction of the RAWS (if any) to TDA for TDA’s review and written approval, in TDA’s sole discretion, prior to execution. In addition, CalFire shall be solely responsible for and shall bear all costs associated with obtaining any such permits, licenses, and approvals. Finally, CalFire shall provide TDA with copies of all executed permits, licenses, and approvals prior to commencement of construction.
5. CalFire shall be solely responsible for removing the RAWS and returning the site to pre-construction conditions and shall bear all associated costs upon termination of the Cooperative Agreement/License

B. RAWS Maintenance

1. **Routine Maintenance of the RAWS.** CalFire shall perform all necessary Routine Maintenance on the RAWS, including an area extending ten (10) feet on all sides of the RAWS, at CalFire’s sole cost, in a manner that is satisfactory to TDA, such that the RAWS is good repair, sound condition, and free from hazards to members of TDA or the public.

“Routine Maintenance,” for the purposes of this Agreement, means all tasks described in in Paragraphs (1)(a) – (g) below. All Routine Maintenance, as defined herein, shall comply with applicable federal, state, and local laws. CalFire’s Routine Maintenance responsibilities for the RAWS shall specifically include the following, without limitation:

- a) Maintenance of the RAWS free from hazards and/or dangerous conditions, to include, without limitation, any fallen debris, overhanging tree limbs, and/or

leaves. The area surrounding the RAWS shall be maintained free from other potential hazards to prevent injuries to individuals coming near the RAWS.

- b) Monitoring the RAWS on no less than a monthly basis during the summer recreation season (May to October) and within 36 hours of receipt of a report from TDA that maintenance is required, to ensure that the RAWS is kept free from hazards to TDA and members of the public, including but not limited to heaving from tree roots, and free from litter, paper, trash, and other debris.
 - c) Monitoring the fence structure for structural integrity using appropriate engineering or other experts at least once per year. CALFIRE shall provide TDA with a report documenting the results of this monitoring within 30 days of the inspections.
 - d) Conferring with TDA staff within 24 hours in the event of a potentially dangerous condition on the RAWS, including, without limitation, fallen tree limbs, and/or other fallen debris, material deterioration of the RAWS, etc.
 - e) Acquire, as needed, a sufficient supply of materials necessary to maintain and/or repair the RAWS.
 - f) CalFire shall refrain from trespassing on or damaging both TDA and adjacent properties and agrees that it shall not engage in any such activity. If, in the conduct of the work and in the opinion of CalFire, adjoining property must be utilized to perform Routine Maintenance, CalFire will promptly confer with TDA staff to jointly notify adjacent property owners and gain permission to utilize such property if such right has not been granted by the particular agreement at that location. Furthermore, CalFire shall hold TDA harmless from any claims of neighboring property owners resulting from activities conducted pursuant to this Agreement.
 - g) CalFire shall provide a report to TDA on an annual basis which describes any maintenance activities conducted on the RAWS during the prior calendar year. In addition, the annual report shall note any safety concerns or public usage issues addressed by CalFire during the prior calendar year. A copy of the annual report for the preceding calendar year shall be provided to TDA prior to May 1st.
2. **TDA Maintenance.** In the event CalFire is unable to carry out any of its Routine Maintenance responsibilities hereunder, as provided in Paragraph 1, TDA may take whatever steps it deems reasonably necessary to adequately maintain or remove the RAWS, including but not limited to conducting maintenance, or if necessary to ensure safety, closing the RAWS and surrounding area until maintenance has taken place.
- a) The decision to close the RAWS and surrounding area, perform maintenance, or remove the RAWS, shall be in TDA's sole discretion.
 - b) TDA shall provide CalFire with notice of TDA's intent to conduct maintenance or remove the RAWS pursuant to paragraph B.2 at least five (5) business days prior to commencing such action.

- c) In the event TDA must conduct necessary maintenance pursuant to this section, TDA may seek reimbursement of all expenses from CalFire.
- d) Nothing herein shall require TDA to provide any repairs or maintenance to the RAWS.

C. Removal of RAWS and Site Reclamation

1. **Removal of RAWS.** Upon expiration or termination of this Agreement, CalFire shall remove the RAWS at CalFire's sole expense. CalFire shall provide TDA at least 72 hour notice of its intent to enter TDA's property to remove the RAWS.
2. **Site Reclamation.** Upon removal of the RAWS, CalFire shall return the site, and any access roads or staging areas constructed for the RAWS, to conditions as they existed at the time this Agreement was executed, and in a manner acceptable to TDA.

D. Term of Agreement

1. The term of this Agreement shall be deemed to have commenced on the Effective Date, and shall extend for a five-year term, from the effective date unless renewed or terminated pursuant to the terms of this Agreement.
2. At all times during the term of the Agreement, CalFire shall provide Routine Maintenance work on the RAWS and TDA hereby grants CalFire all necessary rights to enter upon the Trails to perform such maintenance. CalFire shall provide at least 24 hour notice before entering TDA's property.
3. TDA shall have the right to terminate this Agreement by providing to CalFire thirty (30) days prior written notice of its intention to terminate.
4. CalFire shall not assign any right conferred to it under this Agreement without prior written consent of TDA, which may be withheld in its sole and absolute discretion.
5. Prior to expiration of the 5-year term, CalFire and TDA, or their successors or assigns, may agree to extend the Cooperative Agreement/License, including this Attachment to Cooperative Agreement/License, for an additional five-year term. The Parties' intent to extend the Cooperative Agreement/License shall be indicated in writing prior to expiration of the 5-year term. TDA shall not be obligated to continue the Cooperative Agreement/License for any reason.
6. CGDS shall provide public access to the RAWS data through an appropriate data viewing portal.

E. Indemnity

1. **Indemnification:** During the Term, CalFire agrees to indemnify and hold harmless TDA and its members, officers, agents, employees, and volunteers from any and all claims arising in any way from CalFire's Construction and Routine Maintenance of the RAWS, as described in sections A through C, above. In connection with such claims, CalFire agrees to indemnify and hold harmless TDA and its members, officers, agents, employees, and volunteers from the costs of investigation and all expenses of litigation, including but not limited to reasonable attorneys' fees and

costs of appeals. Nothing herein shall be construed to create a right or cause of action in the public or any third party.

DRAFT