

STATE OF CALIFORNIA  
The California Department of Forestry and Fire Protection  
**AGREEMENT FOR USE OF RADIO FREQUENCIES (8000)**  
**(No. 9 Sept. 1995)**

radfreq.doc

THIS AGREEMENT, concerns the Inter-agency use of radio frequencies and is made and entered into as of \_\_\_\_\_ [Date] \_\_\_\_\_, by and between the STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, through its Director, hereinafter called "FORESTRY," and \_\_\_\_\_ [Other Agency] \_\_\_\_\_, through its Director, hereinafter called " \_\_\_\_\_ [Designator] \_\_\_\_\_."

**TERMS AND CONDITIONS**

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The \_\_\_\_\_ agrees to acquire at its own expense radio communication equipment meeting specifications established by FORESTRY to operate on the following frequencies:

TRANSMIT: \_\_\_\_\_

RECEIVE : \_\_\_\_\_

Number of radios by type using authorized frequencies:

Base Station- \_\_\_\_\_ Mobile- \_\_\_\_\_ Handie Talkie- \_\_\_\_\_

and to operate and maintain such equipment as provided in paragraph 2 and 3 following.

2. The equipment referred to in paragraph 1 shall be and remain the property of \_\_\_\_\_, but FORESTRY shall be the licensee thereof pursuant to Federal Communications Commission for construction permits and licenses authority to add to or modify station licenses shall be made by and in name of FORESTRY.
3. FORESTRY hereby authorizes \_\_\_\_\_ to operate said equipment by \_\_\_\_\_ employees for test purposes, system reliability checks, and operational use.
4. \_\_\_\_\_ agrees to operate and maintain said equipment in accordance with rules and regulations of the Federal Communications Commission and operating procedures established by FORESTRY, including performance (without cost to FORESTRY) of an annual frequency deviation check. In the event of any violation by \_\_\_\_\_ of such rules and regulations or of any other law, respecting the operation of said equipment, FORESTRY may terminate this agreement at any time.
5. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that \_\_\_\_\_ is to have the actual operating control of said equipment, \_\_\_\_\_ agrees to indemnify FORESTRY and its officers and employees against any

and all liability arising out of the performance of this agreement which may be imposed on FORESTRY by any law, including Section 895.2 of the government code.

6. The term of this agreement commences immediately and shall be concurrent with that of the Federal Communications Commission license to be issued to FORESTRY in respect of said equipment, subject to termination by either party hereto upon seven (7) days written notice to the other.
7. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, and addressed as follows: DIRECTOR OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, 1416 9th Street, Room 1540, Sacramento CA 95814, and to [Other agency name] , [Other agency's address] The address to which notices shall be mailed as aforesaid to either party shall be changed by written notice given by such party to the other, and as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.
8. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

**IN WITNESS WHEREOF** , the parties hereto have executed this agreement.

**STATE OF CALIFORNIA**  
**Department of Forestry**  
**and Fire Protection**

**[Other agency name]**

By: \_\_\_\_\_  
Deputy Director for  
Fire Protection

By: \_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date: \_\_\_\_\_

Ranger Unit: \_\_\_\_\_

By: \_\_\_\_\_  
Ranger Unit Chief

Date: \_\_\_\_\_

**FORMS AND/OR FORMS SAMPLES: RETURN TO ISSUANCE HOME PAGE FOR FORMS/FORMS SAMPLES SITE LINK.**

[\(see Table of Contents\)](#)