

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

159



FROM: Fire

SUBMITTAL DATE:
September 5, 2012

SUBJECT: Approval of the Cooperative Agreement for Loan of Federal Excess Personal Property

District All / District All

RECOMMENDED MOTION: Move that the Board:

1. Adopt Resolution No. 2012-202, Authorization for the Cooperative Agreement for Loan of Federal Excess Personal Property between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the County of Riverside.
2. Approve and authorize the Cooperative Agreement for Loan of Federal Excess Personal Property with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide Loan of Federal Excess Personal Property to Local Agency for a five (5) year term beginning on the day and year approved herein.
3. Authorize and direct the Chairperson to execute the attached Agreement.

[Handwritten Signature]

John R. Hawkins, County Fire Chief

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis* 9-10-12
DATE: *9-10-12*
Departmental Concurrence

Policy Policy
Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

3.24

RE: Cooperative Agreement for Loan of Federal Excess
Date September 5, 2012
Page 2

BACKGROUND: The State of California, Department of Forestry and Fire Protection desires to enter into an Agreement with the Riverside County Fire Department for the Loan of Federal Excess Personal Property, and as such, the two agencies have reached an agreement as to the responsibilities of each party. The term of this agreement will commence as of the day and year approved herein, and continue thereafter for five (5) years, unless terminated by either party upon one hundred eighty (180) days written notice.

1 **RESOLUTION NO. 2012-202**

2 AUTHORIZATION FOR THE COOPERATIVE AGREEMENT FOR LOAN OF FEDERAL EXCESS
3 PERSONAL PROPERTY BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF
4 FORESTRY AND FIRE PROTECTION (CAL FIRE) AND THE COUNTY OF RIVERSIDE
5

6
7 WHEREAS, there is a need for Federal excess Personal Property to help fight wildland, rural,
8 structure or other fires in the County of Riverside and,

9 WHEREAS, the loan of certain Federal Excess Personal Property as described in California
10 Department of Forestry and Fire Protection Manual of Instruction, section 2700 & 2782, in accordance
11 with Title IV, Rural Development Act (PL 92-419) is available for local agencies.

12 THEREFORE, be it resolved that the Chairperson of this Board is hereby authorized to enter into a
13 five (5) year Cooperative Agreement for Loan of Federal Excess Personal Property with the California
14 Department of Forestry and Fire Protection (CALFIRE) to begin on the day and year approved herein;
15 and
16

17 NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of
18 Supervisors of the County of Riverside, State of California, in regular session assembled on

19 _____ at 9:00 a.m. in the meeting room of the Board of Supervisors, located on the 1st floor
20 of the County Administrative Center, 4080 Lemon Street, Riverside, CA, approves and authorizes the
21 Cooperative Agreement for Loan of Federal Excess Personal Property between the State of California,
22 California Department of Forestry and Fire Protection (CALFIRE) and the County of Riverside; and
23

24 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors
25 of the County of Riverside that the Chairperson of this Board is hereby authorized and directed to execute
26 on behalf of the County of Riverside said Agreement attached thereto.
27

28 FORM APPROVED COUNTY COUNSEL

BY:  9-10-12
ANITA C. WILLIS DATE

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

RIVERSIDE COUNTY FIRE DEPARTMENT

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this day of , 20 , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the STATE, and the Riverside County Fire Department hereinafter called the Local Fire Department, covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (Public Law 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS, the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the Local Fire Department FEPP described in **Attachment A** under the following terms and conditions:
 - A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue, medical responses, or hazardous material on a daily basis.
 - B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
 - C. Ownership shall remain with the US Forest Service; DMV registered owner shall be the Local Fire Department and lien holder to all vehicles and rolling stock shall be registered as USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.

- D. The Local Fire Department shall complete a resolution of incorporation **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
 - E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and can be removed prior to return of the property to the State.
 - F. The Local Fire Department shall paint all rolling stock to match the department equipment and apply the department logo.
 - G. The Local Fire Department shall identify the property with a Federal National Finance Center number and the US Forest Service FEPP property tag, and continue to uphold the tag so as to both identify and trace it as Federal owned property.
 - H. The Local Fire Department shall be responsible for the proper care, maintenance, security, and storage of the property.
 - I. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed of in any manner without the State and US Forest Service Property Management Officer (PMO) approval.
 - J. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.
 - K. When any FEPP that is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the local **California Department of Forestry and Fire Protection, Riverside Unit**, located at **210 W. San Jacinto Avenue, Perris, CA 92570**, shall be contacted for proper documentation and handling.
2. In the event that all of, or any one or more pieces of FEPP; provided to the Local Fire Department hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in the terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
 3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
 4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
 5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property furnished.
 6. The period of this agreement is for five (5) years from the date shown above. The agreement shall be **reviewed** biennially (every two years) for changes by the CAL FIRE Administrative Officer of each unit and automatically extended if no changes in signature authority or violations have occurred. Agreements may be terminated by either party after giving notice 180 days in advance of such termination to the other party.

7. During the term stated above, this agreement, at the option of the State, may be terminated by the State for any material breach by the Local Fire Department for any terms herein.
8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in No 1 are:

LOCAL FIRE DEPARTMENT: **Riverside County Fire Department**
 Street Address: **210 W. San Jacinto Avenue**
 Mailing Address:
 City: **Perris** Zip: **92570**
 Telephone: **(951) 940-6900**

STATE OF CALIFORNIA - DEPARTMENT OF FORESTRY & FIRE PROTECTION
 PO BOX 944246
 SACRAMENTO, CA 94244-2460
 (916) 928-2585

9. This agreement may be amended at any time by mutual consent to permit the addition or deletion of property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT:	
RIVERSIDE COUNTY FIRE DEPARTMENT	
BY (Authorized Signature):	DATE SIGNED:
<i>[Signature]</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING:	

STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE Unit Chief):	DATE SIGNED:
<i>[Signature]</i>	
BY (CAL FIRE Property Manager):	DATE SIGNED:
<i>[Signature]</i>	

Rev. June 3, 2011

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 9-10-12
 ANITA C. WILLIS DATE

**STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

**COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978**

ATTACHMENT A

RIVERSIDE COUNTY FIRE DEPARTMENT

	ITEM:	SERIAL #:	PROPERTY #
1.	CATEPILLAR, FORKLIFT	70Y00375	AG0001562358
2.			
3.			
4.			
5.			
6.			
7.			