

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



ITEM
3.37
(ID # 4852)

MEETING DATE:
Tuesday, July 25, 2017


FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT – Adoption of Resolution No. 2017-056: 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 and Approval of Subject Agreement. District: All [\$5,000 annually– 20% Contract Revenue, 39% Structural Fire Taxes & Prop 172, and 41% County General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2017-056, 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 on behalf of the County of Riverside.

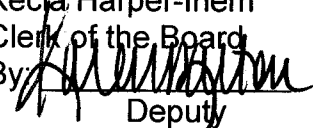
ACTION: Policy


John Williams, Chief Cal Fire Riverside County 7/13/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,000	\$ 5,000	\$ 0	\$ 5,000
NET COUNTY COST	\$ 2,050	\$ 2,050	\$ 0	\$ 2,050
SOURCE OF FUNDS: \$5,000 – 20% Contract Revenue, 39% Structural Fire Taxes & Prop 172, and 41% County General Fund			Budget Adjustment:	No
			For Fiscal Year: 17/18-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California, Department of Forestry and Fire Protection (CAL FIRE) desires to enter into agreement with the Riverside County on behalf of 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. The ownership will remain of US Forest Service and the Fire Department cannot sell, loan, trade, cannibalize, modify, transfer or dispose of said equipment without the State and US Forest Service Property Management Officer's approval. In the event any one or more pieces of equipment is lost, stolen, sold, damaged, destroyed or unavailable for its purpose intended, and is clearly established that such assignment or loss occurred while 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 equipment and/or assess the 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 equipment. An equipment list is provided at the end of this report and attached to the agreement.

The approval of this agreement is beneficial to the City Partners and Unincorporated areas of the Riverside County. The additional equipment may be utilized in the protection of life and property in fire-fighting for the residents and visitors of the Riverside County.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

The State of California Department of Forestry and Fire Protection (CAL FIRE) and the Riverside County Fire Department have mutually agreed for the LOAN of Federal Excess Personal Property through the US Forest Service. Federal Excess Personal Property primary use will be 90% for fire and not intended for medical or hazardous material response. This equipment will be used for an effective forest fire control with the prevention and suppression of

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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fires. The additional equipment may be utilized in the protection of life and property in fire-fighting for the residents and visitors of the Riverside County.

Additional items have been added to this agreement since the previously signed Agreement on September 25, 2012, Item 3-24 and are listed in the section below Contract History and Price Reasonableness. The yearly estimated cost for maintenance and repair of the FEPP is \$5,000.

SUPPLEMENTAL:

Additional Fiscal Information

No payment shall be made between the Parties as compensation for any services performed pursuant to this agreement. The impact to the general fund is for maintenance and repair of the Federal Excess Personal Property. The yearly estimated cost for maintenance and repair is estimated to be \$5,000.

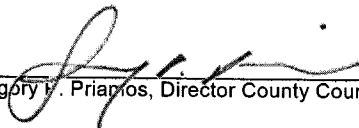

Contract History and Price Reasonableness

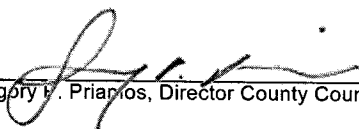
The Riverside County Fire Department has been contracting with State of California Department of Forestry and Fire Protection (CAL FIRE) since 1932. The previously signed Cooperative Agreement for the LOAN of Federal Excess Personal Property will expire September 24, 2017. Items #2 through #14, listed below, have been added since the previously signed Agreement on September 25, 2012, Item 3-24.

	ITEM:	SERIAL NUMBER:	PROPERTY NUMBER:
Location: Ben Clark Training Center			
1.	Forklift, Caterpillar, Mdl-V200B, 1981	70Y00375	AG0001562358
Location: Indio Mobile Equipment Shop			
2.	Forklift, Caterpillar, Mdl-V60E, 1978	37W04117	AG0001136066
3.	Engine Lathe, South Bend, Mdl-CL145B, 1977	15559T	AG0001136068
Location: Ben Clark Training Center			
4.	Rescue Tool, Spreader, Homatro	20039312458	AG0001327765
5.	Generator, Ferment, Mdl-MEP 006A	FZ01337	AG0001327789
6.	Forklift, Clark, Mdl-Warehouse	NPR345-0558-9700FL	PP000032120
7.	Rescue Tool, Cutter, Homatro, Mdl-2035	20039311721	AG0001493189

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8.	Flatbed Trailer, Dorsey, 20 Ton	E18969	AG0002017184
9.	Street Sweeper, Tennant, Mdl-810	N/A	PP000032118
10.	Street Sweeper, Tennant, Mdl-275	N/A	PP000032121
11.	Street Sweeper, Tennant, Mdl-275	N/A	PP000032123
12.	Gas Cart, John Deere, Gator	W006X4X009899	PP000032117
13.	Electric Cart, Gem, 2009	5ASGUFA469F049478	PP000031616
Location: Blythe Station #43			
14.	Wave Runner, Yamaha	N/A	PP000032119

 Gregory V. Priamos, Director County Counsel 7/13/2017	 Tina Grande, Principal Management Analyst 7/18/2017
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 Gregory V. Priamos, Director County Counsel 7/13/2017

1 Board of Supervisors

County of Riverside

3 RESOLUTION NO. 2017-056

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE AUTHORIZING THE COOPERATIVE
6 AGREEMENT FOR LOAN OF FEDERAL EXCESS PERSONAL PROPERTY
7 BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND
8 FIRE PROTECTION (CAL FIRE) AND THE COUNTY OF RIVERSIDE

10 WHEREAS, there is a need for Federal Excess Personal Property to help fight wildland,
11 rural, structure or other fires in the County of Riverside and,

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

15 WHEREAS, that the Chairperson of this Board is hereby authorized to enter into a five (5)
16 year Cooperative Agreement for Loan of Federal Excess Personal Property with the California
17 Department of Forestry and Fire Protection (CAL FIRE) to begin on the day and year approved herein.
18 Now, therefore,

19 BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of
20 Supervisors of the County of Riverside, State of California, in regular session assembled on
21 July 25, 2017 that the Board of Supervisors approves and authorizes the Cooperative
Agreement for Loan of Federal Excess Personal Property between the State of California, California
Department of Forestry and Fire Protection (CAL FIRE) and the County of Riverside.

24 BE IT FURTHER RESOLVED that the Chairperson of this Board is hereby authorized
and directed to execute on behalf of the County of Riverside said Agreement attached thereto.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

KECIA HARPER-HEM Clerk of said Board
By:  Deputy

07.25.17 3.37

FORM APPROVED COUNTY COUNSEL 7/25/17
BY:  GREGORY P. PIAMOS DATE

2 37

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

Agreement #: 993101

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

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 (PL 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 (USAR), medical or hazardous material responses 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 and vehicle must be registered within thirty (30) days of taking possession, with DMV. Registered Owner shall be the Local Fire Department and Lien Holder to all vehicles and rolling stock shall be USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.
 - D. The Local Fire Department shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **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).

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- 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 **must** be removed **prior** to return of the property to the US Forest Service.
 - F. The Local Fire Department **shall** paint all rolling stock to match their existing department equipment and apply their department logo, within one (1) year of the acquisition.
 - G. The Local Fire Department shall identify the property with a National Finance Center (NFC) property tag, provided by your sponsoring unit, so as to 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. Amendments to this agreement must be submitted to your sponsoring unit, listed below, within 30 days of acquisition or disposal of loaned property listed on Attachment A.
 - J. 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.
 - K. 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.
 - L. When any FEPP is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the sponsoring **CAL FIRE 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 of last signature on page three (3) and entered on page one (1), if no violations or signatory changes occur. The agreement shall be **reviewed** biennially (every two years) for compliance by a CAL FIRE Administrative Officer during the physical inventory process and automatically extended if no violations or changes have occurred, not to exceed the five (5) year term.

7. During the five (5) year term of this agreement, at the option of the State, it may be terminated 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 Attachment A, Item No. 1 are:

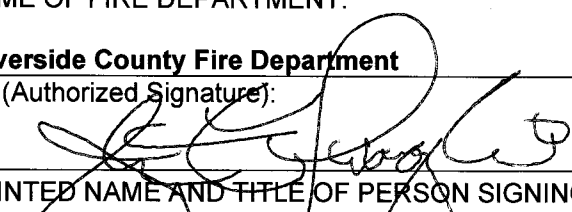
LOCAL FIRE DEPARTMENT: Riverside County Fire Department

Contact:
 Physical Address: 210 W. San Jacinto Avenue
 Mailing Address:
 City: Perris, CA Zip: 92570
 Telephone: (951) 940-6900 ext.
 Cell: () -
 Fax: () -
 Email Address:

Department of Forestry and Fire Protection (CAL FIRE)

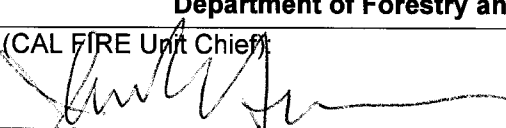
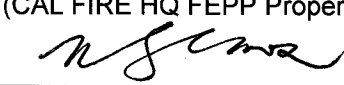
PO BOX 944246
 SACRAMENTO, CA 94244-2460
 Attn: Business Services Office – Federal Property Unit
 (916) 324-1177

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT: Riverside County Fire Department	
BY (Authorized Signature): 	DATE SIGNED: 7/25/17
PRINTED NAME AND TITLE OF PERSON SIGNING: JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS	

ATTEST:
 KECIA HARRINGTON, Clerk

 DEPUTY

STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Unit Chief): 	DATE SIGNED: 08/25/17
PRINTED NAME AND TITLE OF PERSON SIGNING: John R. Hawkins, Unit Chief, Riverside Unit (RRU)	
BY (CAL FIRE HQ FEPP Property Manager): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Marie Ramos, FEPP Property Manager	

Rev. July 2015

FORM APPROVED COUNTY COUNSEL

BY:  **GREGORY P. PRIAMOS** DATE: **7/12/17**

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

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.	Generator, Fermont, Mdl-MEP 006A	FZ01137	AG0001327789
2.	Forklift, Clark, Mdl-Warehouse	NPR345-0558-9700FL	PP000032120
Location: Indio Mobile Equipment Shop			
3.	Forklift, Caterpillar, Mdl-V60E, 1978	37W04117	AG0001136066
4.	Engine Lathe, South Bend, Mdl-CL145B, 1977	15559T	AG0001136068
Location: Ben Clark Training Center			
5.	Rescue Tool, Spreader, Homatro	20039312458	AG0001327765
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9.	Street Sweeper, Tennant, Mdl-810	N/A	PP000032118
10.	Street Sweeper, Tennant, Mdl-275	N/A	PP000032121
11.	Street Sweeper, Tennant, Mdl-275	N/A	PP000032123
12.	Gas Cart, John Deere, Gator	W006X4X009899	PP000032117

ATTACHMENT A continued

RIVERSIDE COUNTY FIRE DEPARTMENT

	ITEM:	SERIAL #:	PROPERTY #
Ben Clark Training Center continued			
13.	Electric Cart, Gem, 2009	5ASGUGA469F049478	PP000031616
Location: Bythe Station # 43			
14.	Wave Runner, Yamaha	N/A	PP000032119