

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



**ITEM: 3.13  
(ID # 15422)**

**MEETING DATE:**  
Tuesday, October 29, 2024

**FROM :** FIRE DEPARTMENT

**SUBJECT:** FIRE DEPARTMENT – Adoption of Resolution No. 2024–215: 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. All Districts [\$10,000 annually – 43% Contract Revenue, 33% Structural Fire Taxes & Prop 172, and 24% County General Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Resolution No. 2024–215, 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,
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; and,
3. Authorize and direct the Chair to execute the attached agreement on behalf of the County of Riverside.

**ACTION:**

*Bill Weiser*

Bill Weiser, Fire Department Chief

10/9/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 29, 2024  
xc: Fire

Kimberly A. Rector  
Clerk of the Board

By: *Kimberly A. Rector*  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 10,000	\$ 10,000	\$ 50,000	\$ 10,000
<b>NET COUNTY COST</b>	\$ 2,400	\$ 2,400	\$ 12,000	\$ 2,400
<b>SOURCE OF FUNDS:</b> 43% Contract Revenue, 33% Structural Fire Taxes & Prop 172, and 24% County General Fund			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 24/25–29/30	

**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 Riverside County on behalf of the Riverside County Fire Department for the Loan of Federal Excess Personal Property. The term of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1) of agreement, unless terminated by either party upon sixty (60) 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 not 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. The equipment to be added 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 firefighting 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 (FEPP) 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 fires. The additional equipment may be utilized in the protection of life and property in firefighting for the residents and visitors of the Riverside County.

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

Additional items have been added to this agreement since the previously signed Agreement on July 25, 2017, Item #3.37 and are listed in the section below Contract History and Price Reasonableness. The yearly estimated cost for the maintenance and repair of the FEPP is estimated to be \$10,000.

**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 of the FEPP is estimated to be \$10,000.

**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 was signed on July 25, 2017, Item #3.37. The items listed below have been added since the previously signed Agreement.

**NEWLY ADDED ITEMS TO RIVERSIDE COUNTY FIRE DEPARTMENT  
FEDERAL EXCESS PERSONAL PROPERTY**

<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
<b>Location: Ben Clark Training Center</b>		
Decontaminating Equipment Hazmat Trailer	Not Listed	CA000202001 **To Be Excessed
Rough Terrain Forklift, 2007 Terex Crane	628051	PP0000032131
Flatbed Trailer, Knox	Not Listed	PP0000032147
Backhoe, 2003 John Deere, Mdl-710	Not Listed	PP0000032150
Roller Caterpillar, CB-5340	*5HK51417*	PP0000032745
<b>Location: Blythe Air Base, Station # 45</b>		

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

Cargo Trailer, 2002 Pace American	Not Listed	PP0000032142
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*Geoff Pemberton*  
Geoff Pemberton, Chief Deputy County Fire

10/9/2024

*George Trindle*  
George Trindle, Chief ASST COUNTY COUNSEL

10/10/2024

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst

10/21/2024

2  
3 **RESOLUTION NO. 2024-215**

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  
9

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

12 WHEREAS, the loan of certain Federal Excess Personal Property as described in California  
13 Department of Forestry and Fire Protection Manual of Instruction in accordance with Public Law 94-519  
14 and the Federal Property and Administrative Services Act of 1949 is available for local agencies; and,  
15

16 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
17 Board of Supervisors of the County of Riverside, State of California, in regular session assembled on  
18 October 29, 2024, at 9:30 a.m. in the meeting room of the Board of Supervisors, located on the 1st floor  
19 of the County Administrative Center, 4080 Lemon Street, Riverside, CA, approves and authorizes  
20 Cooperative Agreement for USDA Forest Service Federal Excess Personal Property Program between the  
21 State of California, California Department of Forestry and Fire Protection (CAL FIRE), and the County of  
22 Riverside of behalf of the Riverside County Fire Department for a five-year term beginning on the day  
23 and year approved herein; and

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.

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28 ///

FORM APPROVED COUNTY COUNSEL

BY:  DATE

MELISSA R. CUSHMAN 10/9/2024

2  
3 RESOLUTION NO. 2024-215

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

9  
10 ROLL CALL:

11  
12 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

13 Nays: None

14 Absent: None

15  
16  
17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
18 Supervisors on the date therein set forth.

19  
20 KIMBERLY A. RECTOR, Clerk of said Board

21  
22 By:  \_\_\_\_\_

23 Deputy

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

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
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 (CAL FIRE)

AND

**THE COUNTY OF RIVERSIDE ON BEHALF OF THE RIVERSIDE COUNTY  
FIRE DEPARTMENT**

This agreement made and entered into this 29 day of October 2024, by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the County of Riverside on behalf of the Riverside County Fire Department, hereinafter referred to as the COOPERATOR, covenants as follows:

I. PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II. MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III. AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV. RESPONSIBILITIES  
THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.



13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. 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.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name: Riverside County Fire Department	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Geoff Pemberton	
Title: County Chief Deputy	
Street Address: 210 W. San Jacinto Avenue	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address:	Mailing Address: P.O. Box 944246
City: Perris	City: Sacramento
Zip: 92570	Zip: 94244-2460
Phone Number: (951) 940-6900 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: ( ) -	Fax Phone Number: (916) 894-9880
Email: <a href="mailto:geoff.pemberton@fire.ca.gov">geoff.pemberton@fire.ca.gov</a>	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Riverside Unit (RRU)	Point of Contact: RRU Forestry Logistics Officer
Physical Address: 210 W. San Jacinto	
City: Perris	Zip Code: 92570
Phone Number: (951) 940-6248 Ext. :	

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

FORM APPROVED COUNTY COUNSEL  
 BY: *M.R.C.* / 10/21/2024  
 MELISSA R. CUSHMAN DATE

<b>COOPERATOR</b>		<b>ATTEST:</b> <b>KIMBERLY A. RECTOR, Clerk</b>  By <i>[Signature]</i> <b>DEPUTY</b>
NAME OF COOPERATOR:		
County of Riverside, on behalf of the Riverside County Fire Department		
BY (Authorized Signature): <i>[Signature]</i>	DATE SIGNED: 10/29/2024	
PRINTED NAME AND TITLE OF PERSON CHUCK WASHINGTON		
SIGNING: Chair of the Board of Supervisors		
<b>STATE OF CALIFORNIA</b>		
<b>Department of Forestry and Fire Protection (CAL FIRE)</b>		
BY (CAL FIRE Unit Chief): <i>[Signature]</i>	DATE SIGNED: 9-18-24	
PRINTED NAME AND TITLE OF PERSON SIGNING: Bill Weiser, Unit Chief, Riverside Unit (RRU)		
BY (CAL FIRE State and Federal Property and Recycling Manager): <i>[Signature]</i>	DATE SIGNED:	
PRINTED NAME AND TITLE OF PERSON SIGNING: Melissa Hillis, State and Federal Property and Recycling Manager		

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

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

**ATTACHMENT A**

**RIVERSIDE COUNTY FIRE DEPARTMENT**

	<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
<b>Location: Ben Clark Training Center</b>			
1.	Decontaminating Equipment Hazmat Trailer	Not Listed	CA000202001 **To Be Excessed
2.	Forklift, Caterpillar, Mdl-V200B, 1981	70Y00375	AG0001562358
3.	Street Sweeper, Tennant, Mdl-810	840-5043	PP0000032118
4.	Forklift, Clark, Mdl-Warehouse	NPR345-0558-9700FL	PP0000032120
5.	Rough Terrain Forklift, 2007 Terex Crane	628051	PP0000032131
6.	Flatbed Trailer, Knox	Not Listed	PP0000032147
7.	Backhoe, 2003 John Deere, Mdl-710	Not Listed	PP0000032150
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<b>Location: Blythe Air Base, Station # 45</b>			
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STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
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 (CAL FIRE)

AND

**THE COUNTY OF RIVERSIDE ON BEHALF OF THE RIVERSIDE COUNTY  
FIRE DEPARTMENT**

This agreement made and entered into this 29 day of October 2024, by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the **County of Riverside on behalf of the Riverside County Fire Department**, hereinafter referred to as the COOPERATOR, covenants as follows:

I. PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II. MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III. AUTHORITIES

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OCT 29 2024 3.13

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
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8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
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11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.

13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.



20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. 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.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name: Riverside County Fire Department	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Geoff Pemberton	
Title: County Chief Deputy	
Street Address: 210 W. San Jacinto Avenue	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address:	Mailing Address: P.O. Box 944246
City: Perris	City: Sacramento
Zip: 92570	Zip: 94244-2460
Phone Number: (951) 940-6900 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: ( ) -	Fax Phone Number: (916) 894-9880
Email: <a href="mailto:geoff.pemberton@fire.ca.gov">geoff.pemberton@fire.ca.gov</a>	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Riverside Unit (RRU)	Point of Contact: RRU Forestry Logistics Officer
Physical Address: 210 W. San Jacinto	
City: Perris	Zip Code: 92570
Phone Number: (951) 940-6248 Ext. :	

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





FORM APPROVED COUNTY COUNSEL  
BY: Melissa Hillis 10/29/2024  
DATE  
MELISSA R. CUSHMAN

<b>COOPERATOR</b>		<b>ATTEST:</b> <b>KIMBERLY A. RECTOR, Clerk</b>
NAME OF COOPERATOR:		By <u><i>[Signature]</i></u> <b>DEPUTY</b>
<b>County of Riverside, on behalf of the Riverside County Fire Department</b>		
BY (Authorized Signature): <u><i>[Signature]</i></u>	DATE SIGNED: <u>10/29/2024</u>	
PRINTED NAME AND TITLE OF PERSON <b>CHUCK WASHINGTON</b>		
SIGNING: <b>Chair of the Board of Supervisors</b>		
<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection (CAL FIRE)</b>		
BY (CAL FIRE Unit Chief): <u><i>[Signature]</i></u>	DATE SIGNED: <u>9-18-24</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Bill Weiser, Unit Chief, Riverside Unit (RRU)</b>		
BY (CAL FIRE State and Federal Property and Recycling Manager): <u><i>[Signature]</i></u>	DATE SIGNED:	
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>		

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Riverside Unit (RRU)	Point of Contact: RRU Forestry Logistics Officer
Physical Address: 210 W. San Jacinto	
City: Perris	Zip Code: 92570
Phone Number: (951) 940-6248 Ext. :	

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

<b>COOPERATOR</b>		<b>ATTEST:</b> <b>KIMBERLY A. RECTOR, Clerk</b>
NAME OF COOPERATOR:		By  <b>DEPUTY</b>
County of Riverside, on behalf of the Riverside County Fire Department		
BY (Authorized Signature): 	DATE SIGNED: 10/29/2024	
PRINTED NAME AND TITLE OF PERSON <b>CHUCK WASHINGTON</b>		
SIGNING: Chair of the Board of Supervisors		
<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection (CAL FIRE)</b>		
BY (CAL FIRE Unit Chief): 	DATE SIGNED: 9-18-24	
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Bill Weiser, Unit Chief, Riverside Unit (RRU)</b>		
BY (CAL FIRE State and Federal Property and Recycling Manager): 	DATE SIGNED: 11/8/2024	
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>		

FORM APPROVED COUNTY COUNSEL  
BY:  MELISSA R. CUSHMAN DATE: 10/21/2024

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

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

**ATTACHMENT A**

**RIVERSIDE COUNTY FIRE DEPARTMENT**

	<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
<b>Location: Ben Clark Training Center</b>			
1.	Decontaminating Equipment Hazmat Trailer	Not Listed	CA000202001 **To Be Excessed
2.	Forklift, Caterpillar, Mdl-V200B, 1981	70Y00375	AG0001562358
3.	Street Sweeper, Tennant, Mdl-810	840-5043	PP0000032118
4.	Forklift, Clark, Mdl-Warehouse	NPR345-0558-9700FL	PP0000032120
5.	Rough Terrain Forklift, 2007 Terex Crane	628051	PP0000032131
6.	Flatbed Trailer, Knox	Not Listed	PP0000032147
7.	Backhoe, 2003 John Deere, Mdl-710	Not Listed	PP0000032150
8.	Roller Caterpillar, CB-5340	*5HK51417*	PP0000032745
<b>Location: Blythe Air Base, Station # 45</b>			
9.	Cargo Trailer, 2002 Pace American	Not Listed	PP0000032142