

Agreement #: 880901

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

COOPERATIVE AGREEMENT FOR THE
DEPARTMENT OF DEFENSE FIREFIGHTER PROPERTY (FFP) PROGRAM
Under Title 10 United States Code § 2576b

This agreement is entered into by and between

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

AND

TEHAMA COUNTY FIRE DEPARTMENT

This agreement made and entered into this **30th** day of **March, 2021**, 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 STATE, and the **Tehama County Fire Department** hereinafter referred to as COOPERATOR, covenants as follows:

- A. WHEREAS, the STATE has been approved as an agent of the USDA Forest Service for the purpose of administering the Department of Defense (DoD) Firefighter Property (FFP) Program, and
- B. WHEREAS, the STATE, by law, is responsible for fire protection and prevention, maintenance and enhancement of the state's forest, range and brush land resources, contract fire protection, and associated emergency services, and
- C. WHEREAS, the COOPERATOR is actively engaged in the prevention, protection and suppression of all fires in, and adjacent to suburban areas, and emergency response services and
- D. WHEREAS, the COOPERATOR can more adequately carry out these functions 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 FFP property available to the COOPERATOR.

NOW, THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, it is mutually agreed that, effective as of the date shown above:

The STATE Agrees:

1. To provide an opportunity to screen for FFP property for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the COOPERATOR as described herein per the terms set forth in this agreement.
2. To establish and provide the tools and materials for the COOPERATOR necessary to participate, train, and engage in the FFP property program.
3. To provide training of the USDA Forest Service's Federal Excess Property Management Information System (FEPMIS). This tracking system enables the COOPERATOR full accountability and management of FFP property.
4. To ensure a copy of the USDA Forest Service FFP Standard Operating Procedures (SOP) is available for additional program information details, guidelines, and regulations.
5. Perform physical inventory of demilitarization-required FFP property and reconcile federal property accounting records at least once every two years or as requested by the USDA Forest Service Property Management Officer (PMO).

The COOPERATOR Agrees:

1. To only screen and acquire FFP property that are designed for or can be modified for direct use in fire pre-suppression or suppression activities or emergency services associated with the COOPERATOR's fire service responsibilities.
 - a. FFP property **cannot** be requested or issued for: cannibalization, parts, for speculative/possible future use, warehousing/stockpiling, or to sell, lease, rent, exchange, barter, secure a loan, or to otherwise supplement normal budget.
2. To send the STATE a copy of the signed receipt (1348-1A) for each FFP property item removed from the Defense Logistics Agency (DLA) upon return from property pick up. This is a mandatory requirement.
3. To bear the entire cost of transportation, retrofit, modification, maintenance, repair, (including painting, as necessary) and operation of acquired FFP property while in the COOPERATOR'S possession, and relieve the STATE of all responsibility and liability in matters related to FFP property.
4. Make FFP property operable and ready to be placed into service for fire suppression, prevention or emergency services.
 - a. Operational condition of the property will be achieved within ONE (1) YEAR to the date of property pick up. This is defined as the "In Service" date.
 - b. Upon achieving the "In Service" date, COOPERATOR must immediately log into the FEPMIS tracking system and update the FFP property item.
 - c. The STATE may extend the time frame needed to achieve an "In Service" date.
 - d. Extension requests must be submitted to the STATE no later than 45 days prior to the ONE (1) YEAR "In Service" deadline (3. a. above). The request must be made in writing to the STATE for approval.
5. To ensure add on tanks, pumps, hose reels, modification of property (e.g.: converting fuel tanker to a water tanker) etc. will not cause an acquired FFP vehicle to exceed the manufacturer's Gross Vehicle Weight (GVW) rating. This could compromise the safe use of the FFP vehicle.
6. To obtain prior to operation of any FFP property, and continue in effect, for the duration of this agreement, the minimum liability insurance in the amount required by State law to cover the operation of FFP rolling stock. COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property.
7. To paint all FFP rolling stock to match COOPERATOR's existing department equipment, if necessary, to ensure there are no military colors or markings on the property; the COOPERATOR must apply its department logo.
8. The COOPERATOR shall be responsible for the proper care, maintenance, security, and storage of the FFP property.
9. The COOPERATOR is required to keep the FFP property operational for a minimum of ONE (1) YEAR after "In Service" date, or an approved extension thereof, before normal disposal can take place.
10. FFP property that **has not** been used for firefighting or emergency services for a minimum of one year must be reported to the STATE and USDA Forest Service for disposal authority. Supporting documentation must be provided on why the property needs to be disposed prior to the one year of use. Possible documentation includes:
 - a. A police report for items lost or stolen.
 - b. An accident report for items that have been damaged, destroyed or rendered uneconomical to repair due to an accident.
 - c. A mechanics report for items that have suffered mechanical damage and are now considered uneconomical to repair.

- d. A statement (email is acceptable if it includes the person's name, title and contact information) from a Fire Chief explaining why the item cannot be placed into service.
11. When FFP property is lost, damaged, 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 PMO whether there was negligence or gross negligence.
 - a. Negligence: The failure to abide by Federal rules and regulations.
 - 1) Repeated instances of negligent damage to FFP property by employees of the COOPERATOR of FFP property 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 FFP property in one's custody in reckless disregard of the consequences of the actions.
 - 1) If the STATE determines that there is apparent gross negligence on the part of a COOPERATOR employee, Recipient or a User of FFP property, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
 - 2) If the final determination is one of gross negligence, the COOPERATOR shall be suspended from acquiring any additional FFP property for SIX (6) months.
 - 3) A second case of Gross Negligence will cause the COOPERATOR to lose all privileges of participating in the FFP program, indefinitely.
 12. To perform physical inventory on FFP property, still in COOPERATOR's possession and not in working/operating condition TWO (2) YEARS past the date of property pick up. This includes all acquired FFP property with a DEMIL code of B, C, D, F and Q (other than Q6).
 13. To retain all documentation on all FFP property for SIX (6) years and THREE (3) months after acquisition; starting with the date of pick up through the property's disposal. Copies of final disposition paperwork shall be sent to the STATE.
 14. The COOPERATOR must provide access to and the right to examine all records, books, or documents relating to FFP property transferred to the COOPERATOR under Title 10 U.S.C. 2576b to the USDA Forest Service, the Department of Defense, the Office of the Inspector General, and the Comptroller General of the United States, the STATE or their authorized representatives.
 15. The COOPERATOR agrees that the proceeds from the sale of any vehicle and/or other property MUST BE EARMARKED FOR "FIRE/EMERGENCY SERVICES."
 16. 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 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

It is Mutually Agreed That:

1. The COOPERATOR shall complete a resolution, or a statement from their governing board/council approving participation in the FFP Program. The resolution must be received with this Cooperative Agreement as a requirement of the terms and conditions before the STATE will prepare the COOPERATOR's access to screen and manage FFP property.
2. The STATE will transfer ownership of said property. In the case of vehicles and other titled property, the Certificate of Title will transfer to the COOPERATOR under the terms of this

agreement, once the property has become operational and is ready to be placed into service by the COOPERATOR, upon final verification received by the STATE.

- a. The COOPERATOR which puts FFP property into use will accept ownership of equipment.
 - b. Title must be in the entity's name and cannot have an individual's name on the title.
 - c. COOPERATOR is responsible for any cost of obtaining title.
3. The STATE will not be responsible for furnishing spare parts for FFP property and the COOPERATOR accepts all FFP property "as is" without any warranties of any kind, either expressed or implied.
4. Owners of FFP property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional FFP Program requirements can be found by accessing the USDA Forest Service FFP SOP at: <http://www.fs.fed.us/fire/partners/fepp/>
5. 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 agreement, are not acting as officers, employees or agents of the State or the Federal Government.
6. 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.
7. The period of this agreement is for THREE (3) years from the date of last signature on page three (3) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed annually for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a THREE (3) year term renewal.
8. During the THREE (3) year term of this agreement, at the option of the STATE, this agreement may be terminated for any material breach by the COOPERATOR for any terms herein.
9. 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:

COOPERATOR: Tehama County Fire Department

Contact: Dave Russell

Physical Address: 604 Antelope Boulevard

Mailing Address:

City: Red Bluff, CA Zip: 96080

Telephone: (530) 528-5199 ext.

Cell: (530) 200-2500

Fax: (530) 529-8538

Email Address: Lore.Loucks@fire.ca.gov

Department of Forestry and Fire Protection (CAL FIRE)

PO BOX 944246

SACRAMENTO, CA 94244-2460

Attn: Business Services Office – Federal Property

(916) 894-9804

Agreement #: 880901

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

COOPERATOR	
NAME OF COOPERATOR: Tehama County Fire Department	
BY (Authorized Signature): 	DATE SIGNED: 4/12/2021
PRINTED NAME AND TITLE OF PERSON SIGNING: Dave Russell, Fire Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Property and Local Services Manager): 	DATE SIGNED: 5/20/2021
PRINTED NAME AND TITLE OF PERSON SIGNING: Nicole Harner, Property and Local Services Manager	

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THE RESOURCES AGENCY
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DEPARTMENT OF DEFENSE FIREFIGHTER PROPERTY (FFP) PROGRAM
Under Title 10 United States Code § 2576b

ATTACHMENT A

TEHAMA COUNTY FIRE DEPARTMENT

	ITEM:	SERIAL #:	IDENTIFICATION #
1.	No Property At This Time		
2.			
3.			
4.			
5.			
6.			
7.			

Revised March 2019

Resolution # 2021-23

AGREEMENT: 880901

RESOLUTION AUTHORIZING APPLICATION
FOR FIREFIGHTER PROPERTY (FFP) PROGRAM
IN ACCORDANCE WITH
Under Title 10 United States Code § 2576b

April 2, 2021

Date

WHEREAS, there is a need for excess personal property from the Department of Defense (DoD), through the FireFighter Property (FFP) program to help actively engage in prevention, protection and suppression of all fires and emergency response services in the County of TEHAMA and,

WHEREAS, the acquisition of certain FireFighter Property as described in the United States Department of Agriculture (USDA), Forest Service FireFighter Property Standard Operating Procedures, in accordance with Title 10 United States Code § 2576b is available for local fire agencies.

THEREFORE, be it resolved that DAVE RUSSELL, Fire Chief for TEHAMA County, is hereby authorized on behalf of the County of TEHAMA to enter into an agreement with the State of California, Department of Forestry and Fire Protection (CAL FIRE), for the acquisition of FireFighter Property. A copy of said Agreement is attached hereto and made a part hereof, and said Fire Chief is hereby authorized to sign the Agreement for the Tehama County Board of Supervisors.

I, Eva Costa County Clerk and ex officio Clerk of the Board of Supervisors of the County of Tehama, State of California, do hereby certify that the above and foregoing Resolution was regularly introduced, passed and adopted by said Board at a regular meeting thereof held on the 30th day of March, 21

On the motion of Supervisor Chamblin, and the second of Supervisor Williams, this Resolution was adopted by the following vote:

AYES: Supervisors Chamblin, Williams, Carlson, Leach and Garton

NOES: Supervisors None

ABSENT: Supervisors None

WITNESS my hand and official Seal of said Board this 2nd day of April, 2021

Eva Costa, County Clerk
By [Signature], Deputy Clerk

Rev. 4/2018

Resolution # 2021-23