



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: November 15, 2024

To: Board Directors

Attn: John Arabian
President

From: Fire District Staff

Subject: Resolution 2024-08, Accepting the Agreement between CALFIRE and the District for the acquisition of Federal Excess Personal Property (FEPP)

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

In order for the District to continue to participate in the FEPP Program, CALFIRE is requiring a renewal of the Cooperative Agreement for the FEPP Program.

BACKGROUND:

The District currently has two forklifts on loan from the FEPP Program. CALFIRE has provided Cooperative Agreement #994306 for the District to continue to participate in the FEPP Program.

DISCUSSION:

Staff would like to continue to utilize the FEPP Program forklifts throughout the District. In addition to accepting the renewal agreement, the Board needs to authorize the Fire Chief to sign the agreement on behalf of the Board of Directors.

ALTERNATIVES:

The District could decide not to renew the Cooperative Agreement for the FEPP Program and return the forklifts.

IMPACTS (Consider potential consequences related to each of the following areas of concern for proposed alternatives):

- Fiscal – If the forklifts are returned to the FEPP Program the District would need to purchase replacement forklifts
- Operational – The forklifts are essential to moving supplies to the District facilities and incidents
- Legal – No known impacts
- Labor - No known impacts
- Sociopolitical - No known impacts
- Policy - No known impacts
- Health and safety - No known impacts
- Environmental - No known impacts
- Interagency - No known impacts

RECOMMENDATION:

It is recommended by Staff that the District Board of Director's approve accepting CALFIRE Cooperative Agreement #994306 and authorize the Fire Chief to sign the agreement on behalf of the Board of Directors.

APPROVED:

Josh I. Chrisman, Administration Officer

Date



FRESNO COUNTY FIRE

PROTECTION DISTRICT
Avenue

210 South Academy

Sanger, California 93657
Telephone: (559) 493-4300
Fax: (559) 875-8473

RESOLUTION No. 2024-08

IN THE MATTER OF:

A RESOLUTION OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS ACCEPTING THE AGREEMENT BETWEEN
CALFIRE AND THE DISTRICT FOR THE ACQUISITION OF FEPP

WHEREAS, there is a need for excess personal property from the United States Department of Agriculture (USDA) Forest Service through the Federal Excess Personal Property (FEPP) program to help actively engage in the prevention, protection, and suppression of all wildland, rural, structural, or other fires in the Fresno County Fire Protection District; and,

WHEREAS, the loan of certain FEPP items is available for local fire agencies as described in the USDA Forest Service FEPP Desk Guide, in accordance with the Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101).; and,

NOW THEREFORE BE IT RESOLVED: that the Board of Directors of the Fresno County Fire Protection District hereby accepts the agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the Fresno County Fire Protection District for the acquisition of FEPP, and authorizes the Fire Chief to sign the agreement on behalf of the Board of Directors.

The foregoing Resolution was duly PASSED, APPROVED and ADOPTED at the regular meeting of the District Board of Directors held on the 20th day of November 2024, by the following roll call vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

John Arabian, Board President

Brad Richter, Board Vice President

Certification of Resolution

ATTEST:

I **Bailey Castaneda** duly appointed as the Clerk of the Board of the Fresno County Fire Protection District do hereby certify that the above is a true and correct copy of District **Resolution No. 2024-08**.

WITNESS MY HAND OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, on the 20th day of November 2024.

Signature
Clerk of the Board, Fresno County Fire Protection District

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

FRESNO COUNTY FIRE PROTECTION DISTRICT

This agreement 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 (CAL FIRE), hereinafter referred to as the STATE and the **Fresno County Fire Protection District**, 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 10 percent 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: Fresno County Fire Protection District	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Josh Chisman	
Title: Administrative Officer	
Street Address: 210 S. Academy Ave.	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address: 210 S. Academy Ave.	Mailing Address: P.O. Box 944246
City: Sanger	City: Sacramento
Zip: 93657	Zip: 94244-2460
Phone Number: (559) 493-4300 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: () -	Fax Phone Number: (916) 894-9880
Email: Josh.Chisman@fire.ca.gov	Email: FederalProperty@fire.ca.gov

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Fresno-Kings (FKU)	Point of Contact: FKU Forestry Logistics Officer
Physical Address: 210 S. Academy Avenue	
City: Sanger	Zip Code: 93657
Phone Number: (559) 485-7500 Ext. :	

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: Fresno County Fire Protection District	
BY (Authorized Signature): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Dustin Hail, Unit Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Unit Chief): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Dustin Hail, Unit Chief, Fresno-Kings Unit (FKU)	
BY (CAL FIRE State and Federal Property and Recycling Manager): 	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

FRESNO COUNTY FIRE PROTECTION DISTRICT

	ITEM:	SERIAL #:	PROPERTY #
1.	Warehouse Trucks and Tractors, Forklift, Hyster, Unkown Model & Year	B508B05137	AG0001562763
2.	Warehouse Trucks and Tractors, Forklift, Daewwoo D25S-3	90-03421	PP0000032573
3.			
4.			
5.			
6.			
7.			

Rev. November 2022