


TO: James L. App, City Manager
FROM: Ken Johnson, ES Chief 
SUBJECT: Federal Excess Personal Property Agreement
DATE: June 7, 2011

NEEDS: For the City Council to consider authorizing an agreement required for participation in the Federal Excess Personal Property program.

FACTS:

1. Excess Federal property is made available from time-to-time on a loan basis.
2. Emergency Services (ES) has maintained an agreement with the State for some years in order to be eligible to receive and use Federal property.
3. ES has infrequently used Federal property.
4. Personnel changes within CAL FIRE (the State's representative) necessitate a new agreement be executed in order to remain eligible to receive Federal Property.

ANALYSIS & CONCLUSION: Some firefighting equipment purchased by the Federal Government is deemed as excess and made available to local government. This equipment is provided on a long-term loan basis.

ES occasionally finds Federal equipment that improves emergency operations. Under the program, this equipment can be acquired for ES use at no cost to the City.

Maintaining a current agreement allows ES an opportunity to continue receiving information on what property is being made available and preserves its ability to request that which would benefit the City.

POLICY REFERENCE: N/A

FISCAL IMPACT: N/A

OPTIONS:

- a. Adopt Resolution No. 11-xx authorizing application of Federal Excess Personal Property in accordance with Title IV, Rural Development Act of 1972 (PL 92-419); or
- b. Amend, modify or reject above option.

RESOLUTION NO. 11-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING APPLICATION OF FEDERAL EXCESS PERSONAL PROPERTY IN
ACCORDANCE WITH TITLE IV, RURAL DEVELOPMENT ACT OF 1972 (PL 92-419)

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

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

THEREFORE, BE IT HEREBY RESOLVED that Ken Johnson, Chief of Paso Robles Department of Emergency Services, is hereby authorized on behalf of the City of Paso Robles to enter into an agreement with the State of California, Department of Forestry, for the loan of Federal Excess Personal Property. A copy of said Agreement is attached hereto and made a part hereof, and said Chief is hereby authorized to sign the Agreement.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of June 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Dennis Fansler, City Clerk

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

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

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

PASO ROBLES DEPARTMENT OF EMERGENCY SERVICES

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service (FS) 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 Paso Robles Dept. of Emergency Services hereinafter called the Local Fire Department (LFD), covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the U.S. Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL95-313) 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 as:

	ITEM:	SERIAL #:	PROPERTY #
1.	NO PROPERTY AT THIS TIME		
2.			

OR

☐ See Attachment A

under the following terms and conditions:

TERMS AND CONDITIONS

- A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for USAR, medical responses or hazardous material on a daily basis.
- B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
- C. Ownership shall remain with the US Forest Service; DMV registered owner shall be the Local Fire Department and lien holder to all vehicles and rolling stock shall be registered as USDA Forest Service, PO Box 944246, Sacramento, Ca 94244-2460.
- D. The Local Fire Department shall complete a resolution of incorporation **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicles.
- E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and can be removed prior to return of the property to the State.
- F. The Local Fire Department shall paint all rolling stock to match the department equipment and apply the department logo.
- G. The Local Fire Department shall identify the property with a Federal National Finance Center number and the Forest Service FEPP property tag, and continue to uphold the tag so as to both identify and trace it as Federal owned property.
- H. The Local Fire Department shall be responsible for the proper care, maintenance, security and storage of the property.
- I. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed in any manner without the State and Forest Service Property Management Officer (PMO) approval.
- J. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.

When any FEPP that is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed or involved in an accident, the local **California Department of Forestry and Fire Protection San Luis Obispo Unit located at: 635 N. Santa Rosa Street, San Luis Obispo, CA 93405** 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 (a) under terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
- 3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
- 4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firefighters and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
- 5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this Agreement or the use of property furnished.

6. The period of this Agreement is for five (5) years from the date shown above. The Agreement shall be reviewed biennially (every two years) for changes by the CAL FIRE Administrative Officer of each unit and automatically extended if no changes in signature authority or violations have occurred. Agreements may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
7. During the term stated above, this Agreement, at the option of the State, may be terminated by the State for any material breach by the Local Fire Department for any terms herein.
8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in No 1 are:



LOCAL FIRE DEPARTMENT: Paso Robles Department of Emergency Services
 Street Address: 900 Park Street
 Mailing Address:
 City: Paso Robles Zip: 93446
 Telephone: (805) 227-7560

STATE OF CALIFORNIA - DEPARTMENT OF FORESTRY & FIRE PROTECTION
 PO BOX 944246
 SACRAMENTO, CA 94244-2460
 (916) 928-2585 X 101

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

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

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT:	
PASO ROBLES DEPARTMENT OF EMERGENCY SERVICES	
BY (Authorized Signature):	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING:	
KEN JOHNSON, CHIEF	

STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE Unit Chief or Contract County Fire Chief):	DATE SIGNED:
	
BY (CAL FIRE Property Manager):	DATE SIGNED:
	

REV August 28, 2008