

STATE OF CALIFORNIA
THE NATURAL 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

SAN FRANCISCO FIRE DEPARTMENT

This agreement made and entered into this 20th day of December, 2022, 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 San Francisco 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 excess Department of Defense (DoD) personal property as part of the Firefighter Property (FFP) program, which allows the COOPERATOR to take custody and use FFP property in providing fire and emergency medical services, including disaster relief activities.

II. MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection, and suppression of all fires near and adjacent to the property and the people of California, including providing medical emergency services and disaster relief.

III. AUTHORITIES

The Secretary of Defense is authorized by Title 10 United States Code § 257b to transfer to firefighting agencies, personal property that is excess to the needs of the DoD and that the Secretary of Defense determines is suitable to be used by such agencies in fire protection, emergency medical services and disaster relief activities.

IV RESPONSIBILITIES
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, provide emergency medical services associated with the COOPERATOR's fire service responsibilities, or items that can be used to support disaster relief activities.
2. 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.

3. Warehousing/stockpiling is only authorized for disaster response accommodations. FFP property such as generators, cots, tents, etc. that are obtained to support potential disaster relief or other contingency operations will be considered to have been placed into use if they are readily available to support emergency contingencies.
4. To send the STATE a copy of the signed receipt (1348-1A) for each FFP property item removed from the DoD Defense Logistics Agency (DLA) upon return from property pick up. This is a mandatory requirement as identified by the DoD and the USDA Forest Service.
5. 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.
6. Acquired FFP property must be placed into use or ready for use within one (1) year of receipt. If the property is not placed for use in the one (1) year timeline, the property must be returned to the DoD Defense Logistics Agency (DLA) at the COOPERATOR's expense.
7. 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.
8. To obtain prior to operation of any FFP property, the minimum liability insurance in the amount required by State law to cover the operation of FFP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the FFP property.
9. Insurance is not required on any FFP property that has a DEMIL code of B, C, D, F and Q (other than Q6) along with other property with special handling requirements that remain titled to the DoD.
10. The COOPERATOR must paint any FFP rolling stock that has distinct military colors or markings.
11. The COOPERATOR shall be responsible for the proper care, maintenance, security, and storage of the FFP property.
12. The COOPERATOR is required to keep the FFP property operational for a minimum of one (1) year after "In Service" date before normal disposal can take place.
13. Identify and track all FFP property that has a DEMIL code of B, C, D, F and Q (other than Q6) which require special handling. These FFP property items will not transfer ownership to the COOPERATOR and will remain titled to the DoD.
14. COOPERATOR will contact the STATE for FFP property that has a DEMIL code of B, C, D, F and Q (other than Q6) that is no longer needed and to be returned to the DLA at the COOPERATOR's expense.
15. The DoD reserves the right to recall DEMIL property issued through the FFP program at any time tracked by the USDA Forest Service for accountability purpose until the COOPERATOR requests disposal of the FFP property item.
16. 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.
- 17. The COOPERATOR shall report lost, missing, stolen or destroyed FFP property to the STATE. FFP property with a DEMIL code of B, C, D, F and Q (other than Q6) must be reported within 24 hours. FFP property with a DEMIL Code of A or Q6 must be reported within seven (7) days.
- 18. 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.
 - i. Repeated instances of negligent damage to FFP property by employees 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 FFP 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 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 Property Management Officer (PMO) for a final determination.
 - ii. If the final determination is one of gross negligence, the COOPERATOR shall be suspended from acquiring any additional FFP property for SIX (6) months.
 - iii. A second case of Gross Negligence will cause the COOPERATOR to lose all privileges of participating in the FFP program, indefinitely.
- 19. To perform/participate in the physical inventory process on FFP property with a DEMIL code of B, C, D, F and Q (other than Q6) in the COOPERATOR'S possession every two (2) years.
- 20. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FFP program to ensure compliance with the DoD, USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FFP property tracked in the Federal Property Management Information System (FPMIS) along with access to all FFP documentation during the review. Any FFP property removed and closed in FPMIS will not be inventoried during the review process.
- 21. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FFP program improvements.
- 22. 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.
- 23. 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.
- 24. The proceeds from the sale of any FFP vehicle and/or other FFP property must be earmarked for "Fire/Emergency Services."

25. FFP Property with a DEMIL Code of A or Q6, after the one (1) year conditional holding and utilization period, may be sold or transferred to non-FFP participants in compliance with the United States Export Control Regulations. Under no circumstances will FFP property be sold or transferred to non-United States persons or exported.

V. OTHER AGREEMENT TERMS
IT IS MUTUALLY AGREED THAT:

1. Title and ownership of FFP property does not pass to any private individual in their private capacity.
2. 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.
3. 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.
 - 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.
4. 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.
5. 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 information may be requested and provided by the STATE.
6. COOPERATORS with any FFP 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 FFP property 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 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 STATE and COOPERATOR will provide appropriate assurances of complying with the following federal anti-discrimination statutes:
 - a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

- b. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq.) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
11. The period of this agreement is for three (3) 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 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.
 12. 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.
 13. 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 FFP program. Upon termination of the Cooperative agreement, all FFP property as identified as assigned in FEPMIS to the COOPERATOR shall be returned to the DLA. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative solutions.
 14. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 USC §§ 551 et seq.).
 15. 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:	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
San Francisco Fire Department	
Contact Name: Brook Mancinelli	
Title: Lieutenant, Training Division	
Street Address:	Street Address:
698 2 nd Street	710 Riverpoint Court West Sacramento, CA 95605
Mailing Address:	Mailing Address:
	P.O. Box 944246
City:	City:
San Francisco	Sacramento
Zip:	Zip:
94107	94244-2460
Phone Number:	Phone Number:
(415) 558-3200 Ext.	(916) 894-9804
Cell Phone Number:	Fax Phone Number:
(925) 330-1886	(916) 894-9880
Email:	Email:
brook.mancinelli@sfgov.org	FederalProperty@fire.ca.gov

Agreement #: 881301

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: San Francisco Fire Department	
BY (Authorized Signature): 	DATE SIGNED: 11/8/22
PRINTED NAME AND TITLE OF PERSON SIGNING: Nicholson Jeanine Nichols, Fire Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Property and Local Services Manager): DocuSigned by: 	DATE SIGNED: 12/20/2022
PRINTED NAME AND TITLE OF PERSON SIGNING: Nicole Harner, Property and Local Services Manager Melissa Hillis, State and Federal Property and Recycling Manager	

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

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Under Title 10 United States Code § 2576b

ATTACHMENT A

SAN FRANCISCO FIRE DEPARTMENT

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

Revised July 2021

1 [Authorization to Join the Firefighter Property Program - Acceptance of Gifts of Equipment to
2 the Fire Department]

3 **Resolution authorizing the San Francisco Fire Department to enter into a Local**
4 **Cooperator Agreement to join the Firefighter Property Program, under which the**
5 **Department may receive gifts of equipment for use in fire suppression or pre-**
6 **suppression activities, providing emergency medical services, or supporting disaster**
7 **relief activities for an initial term of three years.**

8
9 WHEREAS, Title 10, United States Code, Section 257b authorizes the United States
10 Secretary of Defense to transfer to firefighting agencies personal property that is no longer
11 needed by the Department of Defense that may be suitable for use in fire protection,
12 emergency medical services, and disaster relief activities; and

13 WHEREAS, Pursuant to this authority, the Department of Defense has established the
14 Firefighter Property Program ("FFP Program") to effectuate the transfer of excess Department
15 of Defense property to state and local firefighting agencies for use in fire suppression or pre-
16 suppression activities, providing emergency medical services, or supporting disaster relief
17 activities; and

18 WHEREAS, The property available through the FFP Program may include items such
19 as vehicles and other fixed assets; fabricating materials; warehouse equipment; tools; and
20 other items needed to distribute, maintain, and prepare the property to be used in fire
21 suppression or emergency services; and

22 WHEREAS, A local firefighting agency that acquires property through the FFP Program
23 takes custody of, or in some cases title to, the property free of charge, but is responsible for
24 costs associated with picking up and transporting the property, preparing the property for use;
25 maintenance, and insurance; and

1 WHEREAS, A local firefighting agency that receives property through the FFP Program
2 must place the property into service and use the property for firefighting or emergency needs
3 for at least one year before the property may be disposed of, or returned to the FFP Program,
4 depending on the classification of the property; and

5 WHEREAS, The State of California, through the Department of Forestry and Fire
6 Protection (CAL Fire), has been approved by the federal government to administer the FFP
7 Program in California; and

8 WHEREAS, As the administrator of the FFP Program in California, CAL Fire enlists
9 local firefighting and emergency service cooperators and assists them in acquiring property
10 through the FFP Program; and

11 WHEREAS, To be eligible to receive property and equipment from CAL Fire through
12 the FFP Program, a firefighting agency must enter into a Local Cooperator Agreement with
13 CAL Fire and the agency's governing board or council must approve of its participation in the
14 FFP Program by Resolution; and

15 WHEREAS, The San Francisco Fire Department has evaluated the FFP Program and
16 determined that the Department could significantly benefit from joining as a local cooperator
17 so that it would have access to such property for use in the Department's fire suppression and
18 pre-suppression activities, emergency medical services, and disaster relief preparedness; and

19 WHEREAS, The Fire Department believes that the benefits of having access to and
20 acquiring ownership of the property for these purposes outweigh any costs associated with
21 transporting, remediating, and insuring the property; and

22 WHEREAS, By entering into the Local Cooperator Agreement, the Department is not
23 obligated to receive any property, but will have the ability to review and submit requisitions to
24 obtain property available through the FFP Program that it believes would be of use to the
25 Department; and

1 WHEREAS, Administrative Code, Section 10.100-305 generally requires the Board of
2 Supervisors to approve the acceptance and expenditure of any gift of cash or good with a
3 value of \$10,000 or more; and the Fire Department anticipates that its participation in the FFP
4 Program under the Cooperative Agreement could result in the acceptance and use of
5 equipment valued at \$10,000 or more; and

6 WHEREAS, The Fire Department recommends that the Board of Supervisors approve
7 the Fire Department's participation in the FFP Program and authorize it to execute the Local
8 Cooperator Agreement for an initial term of three years and to accept property under the FFP
9 Program during this period that may be use of in its firefighting and emergency medical
10 service activities; and

11 WHEREAS, A copy of the Cooperative Agreement is on file in Board of Supervisors
12 File No. 220297; now, therefore, be it

13 RESOLVED, That the Board of Supervisors approves the San Francisco Fire
14 Department's participation in the FFP Program; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Fire Department
16 to enter into the FFP Program Local Cooperator Agreement with CAL Fire, on file with the
17 Clerk of the Board of Supervisors in File No. 220297, and approves the Department's
18 acceptance and use of equipment as provided under that agreement without further approval
19 by the Board; and, be it

20 FURTHER RESOLVED, That within 30 days of the Local Cooperator Agreement being
21 fully executed by all parties, the Fire Department shall provide a copy of the final agreement to
22 the Clerk of the Board for inclusion in File No. 220297.

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25



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 220297

Date Passed: October 18, 2022

Resolution authorizing the San Francisco Fire Department to enter into a Local Cooperator Agreement to join the Firefighter Property Program, under which the Department may receive gifts of equipment for use in fire suppression or pre-suppression activities, providing emergency medical services, or supporting disaster relief activities for an initial term of three years.

September 28, 2022 Budget and Finance Committee - RECOMMENDED

October 18, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220297

I hereby certify that the foregoing
Resolution was ADOPTED on 10/18/2022 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor


10/28/22
Date Approved