

File No. 250908

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 22, 2025

Board of Supervisors Meeting Date _____

Cmte Board

☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Youth Commission Report
☒	☐	Introduction Form
☒	☐	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☒	☐	Contract/Agreement and Application
☐	☐	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☒	☐	<u>Executed Cooperative Agreement 12/20/2022</u>
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____

Completed by: Brent Jalipa Date October 16, 2025

Completed by: Brent Jalipa Date _____

1 [Cooperative Agreement - California State Department of Forestry and Fire Protection -
2 Federal Excess Personal Property Program - Acceptance of Loans of Equipment - Fire
3 Department]

4 **Resolution authorizing the Fire Department to enter into a Cooperative Agreement for**
5 **the Federal Excess Personal Property Program with the California State Department of**
6 **Forestry and Fire Protection (CAL Fire) under which the Department may receive**
7 **temporary loans of equipment for fire suppression and pre-suppression use for an**
8 **initial term of five years, effective upon execution of the Cooperative Agreement.**
9

10 WHEREAS, Federal law has authorized the creation of the Federal Excess Personal
11 Property (FEPP) Program as an element of the Cooperative Fire Protection Program (16
12 U.S.C., Section 2106(b)); and

13 WHEREAS, Under the FEPP Program, the United States Department of Agriculture
14 (USDA) Forest Service lends federal excess personal property needed for wild land and rural
15 community fire protection to states and local fire departments for their use; and

16 WHEREAS, The California Department of Forestry and Fire Protection (CAL Fire) has
17 been authorized by the USDA Forest Service to administer the FEPP Program in California;
18 and

19 WHEREAS, Under the FEPP Program, the USDA Forest Service lends excess
20 personal property to CAL Fire and CAL Fire then lends the property to local fire departments
21 for fire suppression and pre-suppression use; and

22 WHEREAS, To be eligible to receive federal excess personal property from CAL Fire
23 through the FEPP Program, a fire department must enter into a Cooperative Agreement with
24 CAL Fire; and
25

1 WHEREAS, A fire department that receives property under the FEPP Program must
2 primarily use the property for activities directly related to wildland and rural community fire
3 protection and is responsible for the proper care, maintenance, security, and storage of such
4 property; and

5 WHEREAS, In 2022, the San Francisco Fire Department evaluated the FEPP Program
6 and determined that the Department could significantly benefit from joining as a cooperator so
7 that it would have access to such property for use in the Department's fire suppression
8 activities; and

9 WHEREAS, In 2022, The Fire Department determined that the benefits of having
10 access to the property for fire suppression and pre-suppression purposes outweigh any costs
11 associated with transporting, insuring, maintaining, securing, and storing such property; and

12 WHEREAS, Administrative Code, Section 10.100-305 generally requires the Board of
13 Supervisors to approve the acceptance and expenditure of any gift of cash or good with a
14 value of \$10,000 or more; and the Fire Department anticipates that its participation in the
15 FEPP Program under a Cooperative Agreement could result in the acceptance of loans of
16 equipment valued at \$10,000 or more; and

17 WHEREAS, On October 18, 2022, through Resolution No. 427-22 (File No. 220295),
18 the Board of Supervisors approved the Fire Department's participation in the FEPP Program
19 approved the Department's acceptance and use of equipment as provided under a
20 Cooperative Agreement, an executed copy of which is on file in File No. 220295; and

21 WHEREAS, CAL Fire requires the parties to enter into a new Cooperative Agreement
22 whenever the primary contacts of the parties change; and

23 WHEREAS, The Fire Department recommends that the Board of Supervisors approve
24 the Fire Department's continued participation in the FEPP Program and authorize it to execute
25 the new Cooperative Agreement for an initial term of five years; and

1 WHEREAS, A copy of the new Cooperative Agreement is on file in Board of
2 Supervisors File No. 250908; now, therefore, be it

3 RESOLVED, That the Board of Supervisors approves the Fire Department's continued
4 participation in the FEPP Program and approves the Department's acceptance and use of
5 equipment as provided under that agreement without further approval by the Board; and, be it

6 FURTHER RESOLVED, That within 30 days of the Cooperative Agreement being fully
7 executed by all parties, the Fire Department shall provide a copy of the final agreement to the
8 Clerk of the Board for inclusion in File No. 250908.

**DEPARTMENT OF FORESTRY & FIRE PROTECTION
BUSINESS SERVICES OFFICE**

Federal Property Unit
P. O. Box 944246
Sacramento, CA 94244-2460
Website: www.fire.ca.gov



July 11, 2025

Marc Kasper, Assistant Deputy Chief, Training
San Francisco Fire Department
698 2nd Street
San Francisco, CA 94107

Subject: Federal Excess Personal Property (FEPP) Cooperative Agreement Number 991708

Dear Chief Kasper:

Enclosed is a renewal Cooperative Agreement with CAL FIRE for the Federal Excess Personal Property (FEPP) program. Currently, your department has no federal property item as noted in Attachment A.

A Want/Wish list form has been included for you to complete, at your option. This form gives our office an idea of the needs of your fire department, and we can work more efficiently as a team to acquire property.

To continue in the FEPP Program, please review the agreement for accuracy, and if everything is correct, complete the following:

1. Have the fire chief sign page six of the Cooperative Agreement.
2. Include a signed resolution* from the governing board/council approving participation in the FEPP Program. A blank resolution letter is included, but you may use your own version.
3. GSA PPMS Screener Request Form – gives you access to view available property on the GSA website.
4. Want/Wish List form.
5. Email your completed agreement and additional paperwork listed above to Lila.Saenz@fire.ca.gov
6. Alternatively, you may mail your completed packet to: CAL FIRE BSO Federal Property Unit, P.O. Box 944246, Sacramento, CA 94244-2460, **Attn:** BSO Federal Property Lila Saenz

**NOTE: Per the United States Department of Agriculture (USDA) Forest Service, without the resolution, the agreement is incomplete and will result in the inability of CAL FIRE to acquire property items for your department.*

A copy of the agreement will be emailed to you when the additional signatures have been obtained.

Thank you for your assistance in completing this agreement in a timely manner.

Please let me know if you have any questions.

Sincerely,

LILA SAENZ
Federal Property Coordinator
Lila.Saenz@fire.ca.gov

cc: Bob Hunt, Forestry Logistics Officer (FLO), San Mateo-Santa Cruz (CZU)
Alfredo Rangel, Forestry Logistics Officer (FLO), San Mateo-Santa Cruz (CZU)

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

SAN FRANCISCO FIRE DEPARTMENT

This agreement made and entered into this 26th day of August, 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 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 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:	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
San Francisco Fire Department	
Contact Name:	
Marc Kasper	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Title:	
Assistant Deputy Chief, Training	
Street Address:	Mailing Address: P.O. Box 944246
698 2 nd Street	
Mailing Address:	
City:	City: Sacramento
San Francisco	
Zip:	
94107	Phone Number: (916) 894-9804
Phone Number:	
(415) 970-2000 Ext.	
Cell Phone Number:	Fax Phone Number: (916) 894-9880
(415) 471-7452	
Email:	
marc.kasper@sfgov.org	Email: FederalProperty@fire.ca.gov

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: San Mateo – Santa Cruz Unit (CZU)		Point of Contact: CZU Forestry Logistics Officer
Physical Address: 6059 Highway 9		
City: Felton	Zip Code: 95018	
Phone Number: (831) 335-5355 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: San Francisco Fire Department	
BY (Authorized Signature): 	DATE SIGNED: 8/26/21
PRINTED NAME AND TITLE OF PERSON SIGNING: Dean Crispen, Fire 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: Jed Wilson, Unit Chief, San Mateo-Santa Cruz Unit (CZU)	
BY (CAL FIRE Property and Local Services 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

SAN FRANCISCO FIRE DEPARTMENT

	ITEM:	SERIAL #:	PROPERTY #
1.	All Terrain Vehicle, 1994 John Deere Gator, 6X4, Green	W006X4009898	PP0000070660
2.	Forklift, 2013 Skytrack 6000M	6000M201637	PP0000070661
3.			
4.			
5.			
6.			
7.			

Rev. June 2020

1 [Authorization to Enter Into a New Cooperative Agreement for the Federal Excess Personal
2 Property Program - Acceptance of Loans of Equipment to the Fire Department]

3 **Resolution authorizing the Fire Department to enter into a new Cooperative Agreement**
4 **for the Federal Excess Personal Property Program under which the Department may**
5 **receive temporary loans of equipment for fire suppression and pre-suppression use for**
6 **an initial term of five years.**
7

8 WHEREAS, Federal law has authorized the creation of the Federal Excess Personal
9 Property (FEPP) Program as an element of the Cooperative Fire Protection Program (16
10 U.S.C. § 2106(b)); and
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12 WHEREAS, Under the FEPP Program, the United States Department of Agriculture
13 (USDA) Forest Service lends federal excess personal property needed for wild land and rural
14 community fire protection to states and local fire departments for their use; and

15 WHEREAS, The California Department of Forestry and Fire Protection (CAL Fire) has
16 been authorized by the USDA Forest Service to administer the FEPP Program in California;
17 and

18 WHEREAS, Under the FEPP Program, the USDA Forest Service lends excess
19 personal property to CAL Fire and CAL Fire then lends the property to local fire departments
20 for fire suppression and pre-suppression use; and

21 WHEREAS, To be eligible to receive federal excess personal property from CAL Fire
22 through the FEPP Program, a fire department must enter into a Cooperative Agreement with
23 CAL Fire; and

24 WHEREAS, A fire department that receives property under the FEPP Program must
25 primarily use the property for activities directly related to wildland and rural community fire

1 RESOLVED, That the Board of Supervisors approves the Fire Department's continued
2 participation in the FEPP Program and approves the Department's acceptance and use of
3 equipment as provided under that agreement without further approval by the Board; and, be it

4 FURTHER RESOLVED, That within 30 days of the Cooperative Agreement being fully
5 executed by all parties, the Fire Department shall provide a copy of the final agreement to the
6 Clerk of the Board for inclusion in File No. _____.



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

AAMS/GSA PPMS SCREENER REQUEST FORM
PROPERTY SEARCH ONLY
FOR LOCAL COOPERATORS IN FEPP PROGRAM

PLEASE READ AND COMPLETE ONLY APPLICABLE FIELDS

NEW ☒	SCREENER ID (Update Only) ☐
DATE OF REQUEST: 08/25/2025	LFC FEPP AGREEMENT #: (To be completed by State) 991708

SCREENER INFORMATION - STEP 1

NAME (First Last):
Marc Kasper

TITLE:
Assistant Deputy Chief, Training

FIRE COOPERATOR NAME:
San Francisco Fire Department

STREET ADDRESS (NO P.O. BOX):
698 2nd St.

MAILING ADDRESS (If different from above):

CITY AND STATE:
San Francisco, CA

ZIP CODE:
94107

TELEPHONE NUMBER (ex. (555)-555-5555):
415-970-2000

CELL PHONE NUMBER (ex. (555)-555-5555):
415-471-7452

EMAIL ADDRESS:
marc.kasper@sfgov.org

ACCESS LEVEL REQUESTED:

AAMS/GSA PPMS - PROPERTY SEARCH ONLY ☐

AUTHORIZING SIGNATURES - STEP 2

BY (Fire Chief or Authorizing Signature):	DATE SIGNED: 8/26/25
BY (State FEPP Coordinator):	DATE SIGNED:

THE SECTION BELOW IS FOR USE BY SACRAMENTO FEPP PROGRAM OFFICE AND THE USFS

GSA PPMS LOGIN INFORMATION:

LOGIN ID:	TEMPORARY PASSWORD:
USDA FOREST SERVICE	
BY (Forest Service Property Management Officer):	DATE SIGNED:

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

SAN FRANCISCO FIRE DEPARTMENT

This agreement made and entered into this **12th** 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 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.

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III. AUTHORITIES

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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.

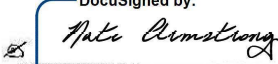
8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the 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:	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
San Francisco Fire Department	
Contact Name: Shayne Kaialoa	
Title: Director of Training	
Street Address:	Street Address:
698 2 nd Street	710 Riverpoint Court West Sacramento, CA 95605
Mailing Address:	Mailing Address:
	P.O. Box 944246
City: San Francisco	City: Sacramento
Zip: 94107	Zip: 94244-2460
Phone Number: (415) 970-2000 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: (415) 471-7452	Fax Phone Number: (916) 894-9880
Email: shayne.kaialoa@sfgov.org	Email: FederalProperty@fire.ca.gov

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: San Mateo - Santa Cruz Unit (CZU)	Point of Contact: CZU Forestry Logistics Officer
Physical Address: 6059 Highway 9	
City: Felton	Zip Code: 95018
Phone Number: (831) 335-5355 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: San Francisco Fire Department	
BY (Authorized Signature): 	DATE SIGNED: 11/8/22
PRINTED NAME AND TITLE OF PERSON SIGNING: Jeanine Nicholson, Fire Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Unit Chief): DocuSigned by: 	DATE SIGNED: 12/12/2022
PRINTED NAME AND TITLE OF PERSON SIGNING: Nate Armstrong, Unit Chief, San Mateo-Santa Cruz Unit (CZU)	
BY (CAL FIRE Property and Local Services Manager): DocuSigned by: 	DATE SIGNED: 12/12/2022
PRINTED NAME AND TITLE OF PERSON SIGNING: Nicole Harner, Property and Local Services Manager 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

SAN FRANCISCO FIRE DEPARTMENT

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

Rev. June 2020

1 [Authorization to Join the Federal Excess Personal Property Program - Acceptance of Loans
2 of Equipment to the Fire Department]

3 **Resolution authorizing the Fire Department to enter into a Cooperative Agreement for**
4 **the Federal Excess Personal Property Program under which the Department may**
5 **receive temporary loans of equipment for fire suppression and pre-suppression use for**
6 **an initial term of five years.**

7
8 WHEREAS, Federal law has authorized the creation of the Federal Excess Personal
9 Property (FEPP) Program as an element of the Cooperative Fire Protection Program (16
10 U.S.C. § 2106(b)); and

11 WHEREAS, Under the FEPP Program, the United States Department of Agriculture
12 (USDA) Forest Service lends federal excess personal property needed for wildland and rural
13 community fire protection to states and local fire departments for their use; and

14 WHEREAS, The California Department of Forestry and Fire Protection (CAL Fire) has
15 been authorized by the USDA Forest Service to administer the FEPP Program in California;
16 and

17 WHEREAS, Under the FEPP Program, the USDA Forest Service lends excess
18 personal property to CAL Fire and CAL Fire then lends the property to local fire departments
19 for fire suppression and pre-suppression use; and

20 WHEREAS, To be eligible to receive federal excess personal property from CAL Fire
21 through the FEPP Program, a fire department must enter into a Cooperative Agreement with
22 CAL Fire; and

23 WHEREAS, A fire department that receives property under the FEPP Program must
24 primarily use the property for activities directly related to wildland and rural community fire
25

1 protection and is responsible for the proper care, maintenance, security, and storage of such
2 property; and

3 WHEREAS, The San Francisco Fire Department has evaluated the FEPP Program and
4 determined that the Department could significantly benefit from joining as a cooperator so that
5 it would have access to such property for use in the Department's fire suppression activities;
6 and

7 WHEREAS, The Fire Department believes that the benefits of having access to the
8 property for fire suppression and pre-suppression purposes outweigh any costs associated
9 with transporting, insuring, maintaining, securing, and storing such property; and

10 WHEREAS, By entering into the Cooperative Agreement, the Department is not
11 obligated to receive any property, but will have the ability to review and submit requests to
12 obtain property available through the FEPP Program that it believes would be of use to the
13 Department; and

14 WHEREAS, Administrative Code, Section 10.100-305 generally requires the Board of
15 Supervisors to approve the acceptance and expenditure of any gift of cash or good with a
16 value of \$10,000 or more; and the Fire Department anticipates that its participation in the
17 FEPP Program under the Cooperative Agreement could result in the acceptance of loans of
18 equipment valued at \$10,000 or more; and

19 WHEREAS, The Fire Department recommends that the Board of Supervisors approve
20 the Fire Department's participation in the FEPP Program and authorize it to execute the
21 Cooperative Agreement for an initial term of five years; and

22 WHEREAS, A copy of the Cooperative Agreement is on file in Board of Supervisors
23 File No. 220295; now, therefore, be it
24
25

1 RESOLVED, That the Board of Supervisors approves the Fire Department's
2 participation in the FEPP Program and approves the Department's acceptance and use of
3 equipment as provided under that agreement without further approval by the Board; and, be it

4 FURTHER RESOLVED, That within 30 days of the Cooperative Agreement being fully
5 executed by all parties, the Fire Department shall provide a copy of the final agreement to the
6 Clerk of the Board for inclusion in File No. 220295.

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City and County of San Francisco
Tails
Resolution

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

File Number: 220295

Date Passed: October 18, 2022

Resolution authorizing the Fire Department to enter into a Cooperative Agreement for the Federal Excess Personal Property Program under which the Department may receive temporary loans of equipment for fire suppression and pre-suppression use for an initial term of five 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. 220295

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

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- ☒ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)
(Routine, non-controversial and/or commendatory matters only)
- ☐ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor _____ inquires..."
- ☐ 5. City Attorney Request
- ☐ 6. Call File No. _____ from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ☐ 8. Substitute Legislation File No. _____
- ☐ 9. Reactivate File No. _____
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on _____

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- ☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission
- ☐ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- ☐ Yes ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Stephen Sherrill

Subject:

Authorization to Enter Into a New Cooperative Agreement for the Federal Excess Personal Property Program - Acceptance of Loans of Equipment to the Fire Department

Long Title or text listed:

Resolution authorizing the Fire Department to enter into a new Cooperative Agreement for the Federal Excess Personal Property Program under which the Department may receive temporary loans of equipment for fire suppression and pre-suppression use for an initial term of five years.

Signature of Sponsoring Supervisor:

