File No	220295	Committee Item No	4
		Board Item No. 10	

#### **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

	Budget and Finance Committee pervisors Meeting		September 28, 2022 October 18, 2022
Cmte Boar	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst R Youth Commission Report Introduction Form Department/Agency Cover Letter MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	•	port
OTHER	FIR Presentation 9/28/2022	e is needed	
Completed by:Brent JalipaDateSeptember 22, 2022Completed by:Brent JalipaDateOctober 6, 2022			

1	[Authorization to Join the Federal Excess Personal Property Program - Acceptance of Loans 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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Assistant Deputy Chief, Shayne Kaialoa, Director of Training, San Francisco Fire Department

### WHAT IF?

## Decrease dependability on divisions

- Increase agility, proficiency, efficiency in all divisions
- How an we reduce acquisition times
- Decrease budgetary expenses

#### Partnerships

- Master Mutual Aid agreements (MMA)
- Governor's Office of Emergency Services (OES)

#### Supply Chain Challenges

- Reduce acquisition times and expenses
- Reduce Purchase Costs
- Increase resources, productivity and efficiency.

#### Increase Disaster Preparedness

- Scarce resources
- Increase independence during a disaster
- Ability to support and mitigate incidents



# Federal Excess Personal Property (FEPP) and Firefighter Property (FFP)

Both programs are very similar, one for the State, one for the Federal Government.

Make use of existing equipment/assets deemed excess or surplus. (DoD), CALFIRE or USFW property to cooperators within fire and emergency services.

Common items: apparatus, support vehicles, generators, forklifts, lighting, pumps, fire hoses, breathing apparatus, PPE.

We seek BOS approval to participate is a one-time and a no cost action for approval to both programs.

## How the Program Works at a Glance

Cooperators screen for property through the Federal Excess
Property Management System (FEPMIS).

Acquire FFP property only for the uses allowed in the program

Create acquisitions, reports, input, change or modify property recorded in FEPMIS

Bear the full cost of transporting, retrofitting, modifying, maintaining and operating property

Place property in service before one year of pick up and receipt of property

Carry full insurance coverage for property

# Benefits to the San Francisco Fire Department and the Citizens

Secure Needed Resources	To support disaster relief, while resources are limited across the city. Support day to day operations. Increase training efforts.
Reduce Acquisition Time and Costs	Due to supply chain challenges. Ability to search national data base and acquire resources to meet our mission.
Reduce Budgetary Impact	Entering programs at <b>NO COST</b> Obtaining FEPP/FFP equipment at <b>NO COST</b> .
Reduce Storage Space and Costs of Housing Old Equipment	Ability of returning equipment to the programs when no longer needed or cost of maintenance exceeds feasibility, reduces theneed to store equipment in rental spaces.
Increase Resources	Allows for agility, efficiency, proficiency, and effectiveness. Reducing dependability on city agencies.
Increase Public Safety	

## THANK YOU

Shayne.Kaialoa@sfgov.org

Agreement #: 991708

## 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 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 **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:

 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.
  - 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.
    - 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.
- 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:		
San Francisco Fire Department Contact Name: Book Mancinelli Title:	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs	
Lieutenant, Training Division Street Address:	Street Address:	
Stieet Address.	710 Riverpoint Court	
698 2 <sup>nd</sup> Street	West Sacramento, CA 95605	
Mailing Address:	Mailing Address:	
011	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	

#### 14. Local CAL FIRE Unit contact information:

CAL FIRE Unit:	Point of Contact:
San Mateo - Santa Cruz Unit (CZU)	CZU Forestry Logistics Officer
Physical Address:	
6059 Highway 9	
City:	Zip Code:
Felton	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:		
,			
Ø.			
PRINTED NAME AND TITLE OF PERSON SIGNING:			
Jeanine Nichols, Fire Chief			
STATE OF CALIFORNIA			
Department of Forestry and Fire Protection (CAL FIRE)			
	-		
BY (CAL FIRE Unit Chief):	DATE SIGNED:		
<u>k</u>			
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):	DATE SIGNED:		
<u>k</u>			
PRINTED NAME AND TITLE OF PERSON SIGNING:			
Nicole Harner, Property and Local Services Manager			

Agreement #: 991708

## 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

#### RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM IN ACCORDANCE WITH

United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

		Date
The City Council of the	Fi	re Department has resolved:
WHEREAS, there is a need for Fede	ral Excess Personal Property	to help fight wildland,
rural, structure or other fires in the C	ity of	,and
WHEREAS,	is the Chief of the	Fire Department
THEREFORE, be it resolved that the	City Council of the	Fire
Department accepts the agreement I	petween the State of California	, Department of Forestry and
Fire Protection (CAL FIRE) and the _		Fire Department,
for the <u>loan</u> Dated	of Federal Excess Personal Pr	operty, and, authorizes
Fire Chief	to sign the ag	reement for the City Council.
City Clerk		
City Council of the	Fire Depa	rtment

Rev. 5/2019

From: <u>Conine-Nakano, Susanna (MYR)</u>

To: BOS Legislation, (BOS)

Cc: Paulino, Tom (MYR); Scanlon, Olivia (FIR); Kaialoa, Shayne (FIR)

Subject:Mayor -- Resolution -- FEPP ProgramDate:Tuesday, March 22, 2022 4:03:23 PMAttachments:Mayor -- Resolution -- FEPP Program.zip

#### Hello Clerks,

Attached for introduction to the Board of Supervisors is a 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.

Please let me know if you have any questions.

Sincerely, Susanna

Susanna Conine-Nakano Office of Mayor London N. Breed City & County of San Francisco 1 Dr. Carlton B. Goodlett Place, Room 200 San Francisco, CA 94102 415-554-6147