

Attachment
MRCA Item XX
May 7, 2014

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

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

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

MOUNTAINS RECREATION and CONSERVATION AUTHORITY FIRE DISTRICT

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this _____ day of _____, **20** , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the STATE, and the **Mountains Recreation & Conservation Authority FD**, hereinafter called the Local Fire Department, covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS, the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the Local Fire Department FEPP described in **Attachment A** under the following terms and conditions:
 - A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue (USAR), medical or hazardous material responses on a daily basis.
 - B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
 - C. Ownership shall remain with the US Forest Service; DMV registered owner shall be the Local Fire Department and lien holder to all vehicles and rolling stock shall be registered as USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.
 - D. The Local Fire Department shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).

- E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and must be removed prior to return of the property to the US Forest Service.
 - F. The Local Fire Department shall paint all rolling stock to match existing department equipment and apply their department logo.
 - G. The Local Fire Department shall identify the property with a National Finance Center (NFC) property tag, provided by your sponsoring unit, so as to identify and trace it as Federal owned property.
 - H. The Local Fire Department shall be responsible for the proper care, maintenance, security, and storage of the property.
 - I. Amendments to this agreement must be submitted to your sponsoring unit, listed below, within 30 days of acquisition or disposal of loaned property listed on Attachment A.
 - J. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed of in any manner without the State and US Forest Service Property Management Officer (PMO) approval.
 - K. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.
 - L. When any FEPP is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the sponsoring **CAL FIRE San Bernardino Unit**, located at **3800 N. Sierra Way, San Bernardino, CA 92405,** shall be contacted for proper documentation and handling.
2. In the event that all of, or any one or more pieces of FEPP; provided to the Local Fire Department hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in the terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property furnished.
6. The period of this agreement is for five (5) years from the date of last signature on page three (3) and entered on page one (1), if no violations or signatory changes occur. The agreement shall be **reviewed** biennially (every two years) for compliance by a CAL FIRE Administrative Officer during the physical inventory process and automatically extended if no violations or changes have occurred, not to exceed the five (5) year term.


7. During the five (5) year term of this agreement, at the option of the State, it may be terminated for any material breach by the Local Fire Department for any terms herein.
8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in Attachment A, Item No. 1 are:



**LOCAL FIRE DEPARTMENT: Mountains Recreation & Conservation Authority
Fire District**

Contact: **Ken Nelson**
 Physical Address: **570 West Avenue 26, Suite 100**
 Mailing Address:
 City: **Los Angeles** Zip: **90065**
 Telephone: **(323-221-9944)**
 Cell:
 Fax:
 Email Address: lisa.soghor@mrca.ca.gov

Department of Forestry and Fire Protection (CAL FIRE)
 PO BOX 944246
 SACRAMENTO, CA 94244-2460
 Attn: Business Services Office – Federal Property Unit
 (916) 324-1177

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY FIRE DISTRICT	
BY (Authorized Signature): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: LISA SOGHOR, Deputy Executive Officer	

STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE Unit Chief): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: ROD BYWATER, Unit Chief, San Bernardino	
BY (CAL FIRE HQ FEPP Property Manager): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Marie Ramos, FEPP Property Manager	