

RESOLUTION # 6561-2023

RESOLUTION AUTHORIZING APPLICATION FOR FIREFIGHTER PROPERTY PROGRAM IN ACCORDANCE UNDER TITLE 10 UNITED STATES CODE 2576b

WHEREAS, there is a need for excess personal property from the Department of Defense (DoD) through the Firefighter Property Program to help actively engage in prevention, protection and suppression of all fires and medical emergency response services in the City of Sebastopol; and

WHFRFAS, the acquisition of certain firefighter property as described in the United States Department of Agriculture (USDA), Forest Service Firefighting Property Standard Operating Procedure in accordance with Title 10 United States Code 2576b is available for local fire agencies.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol, on behalf of the Sebastopol Fire Department accepts the agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the Sebastopol Fire Department, for the acquisition of Firefighter Property, and, authorizes the City Manager or his/her designee to sign the agreement on behalf of the City Council.

The above and foregoing Resolution was duly passed, approved and adopted at a meeting by the City Council on the 7<sup>th</sup> day of November 2023.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

**VOTE:**

Ayes: Councilmembers McLewis, Maurer, Zollman, Vice Mayor Rich and Mayor Hinton  
Noes: None  
Absent: None  
Abstain: None

APPROVED: \_\_\_\_\_

  
Mayor Neysa Hinton

ATTEST: \_\_\_\_\_



Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_



Larry McLaughlin, City Attorney

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

**SEBASTOPOL FIRE DEPARTMENT**

This agreement made and entered into this 29th day of November, 2023, 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 Sebastopol 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 (FEPMIS) along with access to all FFP documentation during the review. Any FFP property removed and closed in FEPMIS 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 VL 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:	
Sebastopol Fire Department	Department of Forestry and Fire Protection (CAL FIRE)
Contact Name:	Federal Property Programs
Eric Smith	
Title:	
Fire Engineer	
Street Address:	Street Address:
7425 Bodgea Avenue	710 Riverpoint Court
	West Sacramento, CA 95605
Mailing Address:	Mailing Address:
	P.O. Box 944246
City:	City:
Sebastopol	Sacramento
Zip:	Zip:
95472	94244-2460
Phone Number:	Phone Number:
(707) 823-8061 Ext.	(916) 894-9804
Cell Phone Number:	Fax Phone Number:
(707) 326-4509	(916) 894-9880
Email:	Email:
<a href="mailto:esmith@cityofsebastopol.org">esmith@cityofsebastopol.org</a>	<a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>

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

<b>COOPERATOR</b>	
NAME OF COOPERATOR: <b>Sebastopol Fire Department</b>	
BY (Authorized Signature): 	DATE SIGNED: November 8, 2023
PRINTED NAME AND TITLE OF PERSON SIGNING: Larry McLaughlin, City Manager/City Attorney, City of Sebastopol	
<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection (CAL FIRE)</b>	
BY (CAL FIRE State and Federal Property and Recycling Manager): <small>DocuSigned by:</small> 	DATE SIGNED: 11/29/2023
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>	

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  
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**ATTACHMENT A**

**SEBASTOPOL FIRE DEPARTMENT**

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

Revised July 2021