



MISSISSIPPI FORESTRY COMMISSION

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DoD/FFP COOPERATIVE EQUIPMENT AGREEMENT AND PROCEDURES MISSISSIPPI FORESTRY COMMISSION VOLUNTEER FIRE DEPARTMENT

STATE OF MISSISSIPPI
COUNTY OF _____

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Mississippi Forestry Commission, an Agency of the State of Mississippi, hereinafter referred to as the COMMISSION, and the _____, hereinafter referred to as COOPERATOR.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Mississippi to protect and develop its forest land resources; and

WHEREAS, the COMMISSION is charged by State Law to prevent, control, and suppress wildfires on all State and private lands; and

WHEREAS, the COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, the COOPERATOR can more adequately carry out this function if additional equipment is available:

NOW THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION agrees:

- (1) To make available the equipment described herein according to the terms set forth in this agreement.
- (2) To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the COOPERATOR.
- (3) Perform physical inventory of demilitarization required FFP and reconcile to property accounting records at least once every two years or as requested by the Forest Service Property Management Officer.

The COOPERATOR Agrees:

- (1) To obtain, prior to operation of said equipment, and continue in effect, for the duration of this agreement, liability insurance in the amount required by State law to cover the operation of said equipment.
- (2) To convert said equipment into a viable fire suppression unit, to meet minimum standards as provided by the COMMISSION and to paint equipment, if necessary, to ensure there are no military colors or markings on the equipment. Vehicles or other said equipment should be painted red, yellow, or white if necessary and in operating conditions within SIX (6) MONTHS from the date of this agreement. COOPERATOR will provide shelter adequate to protect it from vandalism and adverse weather. The COMMISSION may extend this time frame an additional SIX MONTHS upon written request and approval. Requests must be submitted to the state FFP manager 30 days prior to deadline.
- (3) If equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned and the title will be transferred to the at the COOPERATOR's expense. Any improvements, equipment or modifications made to equipment may be removed prior to repossession.
- (4) To insure add on tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the G.V.W.
- (5) To make equipment available for a final inspection by the COMMISSION representative prior to putting into service. In the event the equipment becomes inoperable and beyond repair before final inspection, a certified mechanic must inspect equipment to verify that it is inoperable. All documentation on said equipment must be kept for 6 years and 3 months after final disposition of said equipment. Copies of final disposition paperwork shall be sent to the COMMISSION. After it has been certified inoperable the equipment will become sole property of the COOPERATOR.
- (6) The COOPERATOR will bear the entire cost of maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the COMMISSION of all responsibility or liability in matters related to this equipment. COOPERATOR will be responsible for worker's compensation for any individual injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.
- (7) Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority. COOPERATOR is required to keep equipment operational for a minimum of 1 year before normal disposal. If equipment becomes uneconomical to operate, a waiver to this may be granted by obtaining approval from the COMMISSION.
- (8) The COOPERATOR agrees that the proceeds from the sale of any vehicle and/or other equipment MUST BE EARMARKED FOR FIRE SERVICES.
- (9) COOPERATOR must comply with NEPA 1901- Standard for Fire Apparatus and NFPA 1906- Standard for Wildland Fire Apparatus as applicable for water tank construction or modification on said equipment.

- (10) 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 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.
- (11) The COOPERATOR must provide access to and the right to examine all records, books, or documents relating to DOD firefighting property transferred under 10 U.S.C. 2576b to the US Forest Service, and the Department of Defense, including the Office of the Inspector General, and the Comptroller General of the United States of their authorized representatives.

It is Mutually Agreed That:

- (1) The COMMISSION will transfer ownership of said equipment. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the COOPERATOR under the terms of this agreement, 1 year from the date that said equipment is fully operational and a final inspection has been completed by the COMMISSION. The COOPERATOR which puts Firefighter Program property into use will accept ownership of equipment and, in the case of vehicles, the COOPERATOR'S name. (Note: Title must be in the Fire Department's name and can not have an individual's name on the title). The COOPERATOR is responsible for the cost of obtaining title.
- (2) The equipment will be marked with decals provided by COMMISSION for tracking reasons and the said decals will remain on the equipment indefinitely.
- (3) The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is" without any warranties of any kind, either expressed or implied.
- (4) The Agreement shall be effective from the date of execution by the COMMISSION and will continue in force until property is disposed of in accordance with this agreement.
- (5) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional Program requirements can be found by accessing the USDA Forest Service FFP SOP at www.fs.fed.gov/fire/partners/fepp.
- (6) COOPERATOR will operate within this program at the pleasure of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges will be terminated.
- (7) COOPERATOR will be responsible for a processing and handling fee of \$100.00 for each vehicle acquired through this program. An additional fee will be assessed for any specialized equipment or equipment that is outside the range of our normal Disposition Services pickup sites. An amount will be determined by the COMMISSION and agreed upon by the COOPERATOR prior to pickup of equipment.

This agreement will be effective from the date of execution by the COMMISSION and the COOPERATOR. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COOPERATOR:

By: _____ Date: _____
(Signature & Title of Authorized Representative)

Printed Name of Authorized Representative

MISSISSIPPI FORESTRY COMMISSION

By: _____ Date: _____
(FEPP/FFP Coordinator)

Printed Name of Authorized Representative

EQUIPMENT DESCRIPTION

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

(If necessary, additional pages will be used when acquiring multiple items)

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

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