

**Cooperative Agreement Between
USDA Forest Service, Pacific Northwest Region and
State of Oregon, Department of Forestry
For Use of
Federal Excess Personal Property
In The Cooperative Fire Protection Program**

THIS AGREEMENT is entered into by and between the STATE of Oregon, by and through the Oregon Department of Forestry hereinafter referred to as the STATE, under the authority through Oregon Revised Statute (ORS) 192 and ORS 477, and the Chief of the Forest Service, United States Department of Agriculture (USDA), by and through the Regional Forester, hereinafter referred to as the FOREST SERVICE; under the authority of the Federal Property and Administrative Services Act of 1949, as amended, codified at 40 U.S.C. 471 et seq., the Department of Agriculture Organic Act of 1944 as amended (16 U.S.C. 580a), and Section 10(c) of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2106(c)).

WHEREAS, the STATE meets the requirements of the Federal Excess Property Program (FEPP) and the Department of Defense firefighting property transfer program, (DOD), authorized under 10 U.S.C. 2576b. The STATE desires to cooperate with the FOREST SERVICE in the furtherance of objectives in the Cooperative Fire Protection Program which makes provisions for cooperators to take custody of and use Federal Excess Personal Property, and obtain or pass ownership of DOD firefighting property that can be effectively used by STATE, and firefighting agencies, and;

WHEREAS, the FOREST SERVICE desires to cooperate with the STATE in the prevention and control of wildfires and the use of prescribed fires on non-Federal rural lands and in rural communities, which require specialized fire protection equipment, and;

WHEREAS, the FOREST SERVICE has the authority to lend FEPP needed for rural fire protection to the STATE and local paid or unpaid fire departments for their use. The Forest Service has the authority to approve the acquisition of DOD firefighting property that will be used for fire protection and emergency services.

NOW, THEREFORE, in consideration of the above, the parties hereto mutually agree as follows:

THE STATE SHALL:

1. Accept on loan only FEPP property that the STATE Fire Program can and will use efficiently for rural fire protection activities.
2. Accept ownership of DOD property to be put into use for fire and emergency services.
3. Pass ownership of DOD property to firefighting agencies that become users of said property

4. Administer, account for, use and dispose of FEPP and DOD firefighting property acquired in the Rural Fire Prevention and Control program in accordance with FOREST SERVICE and General Services Administration (GSA) applicable regulations, handbooks or other written direction. Currently, the regulations are published in the Federal Acquisition Assistance Handbook (FSH 3109.12), Personal Property Management (FSM 6410), the Forest Service Property Management Regulations (FSH 6409.31, 104G-50), the Agriculture Property Management Regulations (FSH 6409.31, 104-50), the Federal Management Regulations (FMR 102-36). These regulations are summarized in the FEPP Desk Guide. However, the statutes and regulations take precedence over the Desk Guide, which is published as guidance, not binding regulation. The regulations are amended from time to time and the STATE agrees to comply with current and future amended regulations.
5. Establish controls necessary to account for, manage, use, and dispose of said property, which is further assigned to other local cooperators or users in accordance with the Federal Acquisition Assistance Handbook (FSH 3109.12). The Federal Excess Property Management Information System (FEPMIS) meets this requirement.
6. Perform physical inventory of inventoried FEPP and reconcile property accounting records at least once every two years or as requested by the Forest Service Property Management Officer.
7. Use the Federal Excess Property Management Information System (FEPMIS) to document acquisition and disposal of FEPP and acquisition and transfer of DOD firefighting property.
8. Reimburse the Federal Government for the fair market value of lost, stolen, or damaged FEPP property when the FOREST SERVICE determines the loss, theft, or damage was the result of gross negligence, or repair or replace the equipment at STATE expense. Fair market value is defined in the Federal Management Regulations at FMR 102-36.40. If the property is damaged beyond repair, but has salvage value, the STATE may deduct from its reimbursement the salvage value recovered by the Federal Government
9. Provide access and the right to examine all records, books, papers, or documents relating to the FEPP and DOD property to the FOREST SERVICE, including its Office of Inspector General, and the Comptroller General of the United States or their authorized representatives. With respect to DOD firefighting property transferred under 10 U.S.C. 2576b; the Department of Defense will be given the same access to and the right to examine all records, books, papers and documents relating to DOD property. This requirement shall also apply to all other Firefighting Agencies who become the users of said property. This provision shall be incorporated into any agreement by the STATE with all other users.

THE FOREST SERVICE SHALL:

1. Provide the STATE with the Federal Excess Personal Property Handbook, the FEPP Desk Guide, copies of other applicable Forest Service Manuals or Handbooks

if requested, and any subsequent changes and instructions relating to the FEPP. These materials may also be provided via the Internet.

2. Provide guidance and direction to the STATE in the management and disposal of FEPP and DOD firefighting property.
3. Maintain adequate records necessary to control FEPP and DOD firefighting property as defined in the FEPP Desk Guide.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This agreement will be governed by OMB Circular No. A-87, Cost Principles for STATE, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Title to all FEPP shall remain vested in the United States.
3. Title to DOD property as appropriate, shall be passed to the firefighting agency that has put said property into use for fire or emergency services.
4. The STATE may retain custody of FEPP or gain ownership of DOD property at its discretion, as long as program requirements are met.
5. Nothing herein shall be construed as obligating the FOREST SERVICE to expend funds or as involving the United States in any contract or other obligations for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
6. This agreement shall be effective upon execution by the parties hereto and remain in effect for a maximum of five (5) years from the time of execution, unless terminated by either party in writing.
7. 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 STATE shall be ineligible to continue participation in the FEPP and the DOD Firefighting Property Program. Upon termination of this agreement all FEPP assigned to the STATE shall be returned to the USDA-FOREST SERVICE. Prior to terminating a State's eligibility for cause, the FOREST SERVICE shall attempt alternative resolutions.
8. Designated STATE and Federal parties to this program will perform joint reviews to assure compliance with the Federal Excess Personal Property Handbook and other applicable statutes and regulations, and to recommend changes to improve the program or to bring it into compliance with program and property management requirements.
9. This agreement does not supersede or alter any other written agreement currently in effect but shall be construed in conjunction with the Rural Fire Prevention and Control Program.
10. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

11. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552.)
12. This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
13. The principal contacts for this instrument are:

Barbara Kennedy, Cooperative Fire Specialist	Michelle Remmy, Administrative Operations Manager / FEPP Program Manager
USDA Forest Service	Oregon Department of Forestry
Pacific Northwest Region	2600 State Street Building D
PO Box 3623	Salem, Oregon 97310
Portland OR 97208	503-945-7444
503-808-2323.	(Fax No.) 503-945-7454
(Fax No.) 503-808-6799	mremmy@odf.state.or.us
bkennedy@fs.fed.us	

14. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to:
 - (a) Title VI of the Civil Rights act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin;
 - (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and
 Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and
U.S. Department of Agriculture policy,

this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue,

SW, Oregon, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text that "This institution is an equal opportunity provider."

15. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Doug Decker

Date

Oregon State Forester

Regional Forester

Date

USDA Forest Service

cc: Grants and Agreements/WO
Financial Management/WO
Fire and Aviation Management/WO