

**OREGON DEPARTMENT OF FORESTRY  
FIREFIGHTER PROPERTY (FFP) PROGRAM**

**COOPERATIVE AND PROPERTY TRANSFER AGREEMENT**

This agreement entered into between the Oregon Department of Forestry, herein referred to as ODF, acting through

and \_\_\_\_\_ District or F.P.A.

\_\_\_\_\_ (COOPERATOR)

**PURPOSE:**

To set forth the terms and conditions with respect to excess Department of Defense (DOD) personal property, acting through the United States Department of Agriculture (USDA) Forest Service, herein referred to as USFS, which is transferable pursuant to 10 USC 2576b.

This agreement, and all exhibits and attachments incorporated herein, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party, unless in writing and signed by both parties. Such waiver, consent, modification or change shall be effective only for the specific purpose given. There are no understandings, agreements or representations not specified herein regarding this agreement. Both parties acknowledge that they have read, understand and agree to be bound by this agreement's terms and conditions.

**ODF AGREES TO:**

- Assign or Transfer FFP Equipment to COOPERATOR in accordance with the terms and provisions of this agreement.
- Notify COOPERATOR of any future changes in policy or program rules which will affect them.
- Offer periodic training, as necessary, to the COOPERATOR.

**COOPERATOR AGREES TO:**

- Request property based on bona fide fire protection or emergency service requirements.
- Pay any and all transportation, repair, maintenance, insurance, or other expenses imposed by ODF for acquiring the equipment and associated costs associated with transporting equipment to COOPERATOR'S location and facilities.
- Accept equipment in "as is, where is" condition without warranty of any kind.
- Have equipment serviceable and in use within two (2) years of receipt, which may include an extension period but is not limited to the following:
  - Removal of all military or governmental logos and insignias.
  - Paint equipment, if necessary, as specified in the ODF FEPP Handbook.
  - Repair equipment and keep in operable continuous service thereafter.
  - Install fire district/department logos or other identification as specified in the ODF FEPP Handbook.
  - Carry liability insurance covering personal injury and property damage to third parties on equipment to comply with the minimum liability coverage required by state law and the ODF FEPP/FFP Handbook.
- Utilize Equipment for a minimum of one (1) year prior to requesting the sale of the equipment.
- Provide access to and the right to examine all records, books, papers, or document relating to the FFP to ODF, the USFS, DOD Office of Inspector General, the Comptroller General of the United States, and the USDA.

- Maintain property records for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, disposal documentation).
- Notify ODF within 48 hours of any loss, theft or damage to FFP equipment.
- Hold the Forest Service, the State of Oregon, ODF and their employees harmless from and against any and all losses, damages, costs, injuries, or claims arising out of or resulting from COOPERATOR'S use, possession or custody of FFP.
- Notify ODF of any changes in the accountable cooperator and/or Fire Chief within 30 days.
- Agree to pay any charges assessed to COOPERATOR by the federal government for FFP damage due to misuse or unauthorized disposal.
- Agrees to participate in a program that will require all cooperators and users of the program to pay an equitable assessment associated with the support and management of the program
- Instruct all employees using FFP in the provisions regarding the care and use of FFP. Cooperator will ensure FFP is used safely.

Use, maintain and protect FFP equipment as specified in the agreement, including but not limited to:

- Use FFP only for fire protection program purposes only.
- Not use FFP at any time for personal use.
- Not sell, lease, transfer, trade, cannibalize, junk or otherwise dispose of without prior written authorization of ODF.
- Account for FFP at all times, keep appropriate inventory records, and make equipment and records available for inventory or compliance inspection purposes.
- Fully participate in any investigations relating to FFP equipment.
- If equipment is not put into service, the costs for transportation to ODF will be at the cooperators expense.

#### **EQUIPMENT ACQUISITION:**

Acquisition of equipment shall be for the purpose of firefighting, direct support of firefighting and is not to be obtained solely for the purpose of sale, lease rent, exchange, barter, to secure loans, or to otherwise supplement normal COOPERATOR budgets.

ODF is still drafting its FFP policies & procedures regarding the management of equipment titles and may choose to transfer ownership of said FFP equipment to COOPERATOR. Until this time, titles will be maintained by ODF management. Equipment titles with military demilitarization codes C, D and F, which will not be transferred. Ownership of those items shall remain with the DOD/USFS and tracked and inventoried in the Forest Service Federal Excess Property Management Information System (FEPMIS) until final disposition.

#### **TERMINATION OF AGREEMENT:**

Either party may terminate this agreement by providing 30 days written notice. Termination of this agreement, without consummation of a new agreement, will render COOPERATOR ineligible to participate further in the FFP Program and any future equipment acquisitions. Termination of COOPERATOR'S eligibility to participate in this program will only be made for breach of this agreement by COOPERATOR or if ODF loses its eligibility to participate in the program.

This agreement supersedes all other agreements relating to FFP between ODF and COOPERATOR and will remain in force until superseded by another agreement.

The ODF inventory and subsequent updates to that inventory detail the FFP equipment covered under this agreement. ODF will provide an inventory of FFP to COOPERATOR, who will sign indicating that the inventory of equipment is complete and correct and return to ODF. The ODF FFP inventory must be approved by cooperater whenever there is a change in FFP equipment or a change in the COOPERATOR'S accountable person.

COOPERATOR agrees and understands that a breach of this agreement by COOPERATOR may result in termination of this agreement and a return of all FFP equipment to ODF with no compensation to COOPERATOR.

STATE OF OREGON  
DEPARTMENT OF FORESTRY

COOPERATOR

BY \_\_\_\_\_  
(signature)

BY \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

- \* Original to ODF District
- \* Copy to COOPERATOR
- \* Copy to ODF Property Coordinator - Salem