

Cooperative Agreement Between
The Arkansas Department of Agriculture - Forestry Division
And

(Legal name of Fire Department)

For participation in the Firefighter Property program (FFP) and
the Federal Excess Personal Property program (FEPP)

Whereas, the Federal Property and Administrative Services Act of 1949, and the Federal Fire Prevention Control Act of 1974, fall under the Cooperative Forestry Assistance Act of 1978; authorize and direct the State Forester to develop wildfire protection for rural areas in Arkansas.

This Cooperative Agreement, hereinafter known as CA, is entered into by and between _____, fire chief of above mentioned Fire Department/Fire Protection District, hereinafter known as FD, and through the Arkansas Department of Agriculture - Forestry Division, hereinafter known as Forestry, under the State Forestry Laws of 1979, by and through State Forester, Kyle Cunningham.

I. PURPOSE

This CA will make available to the FD excess FFP and FEPP property to use in state firefighting programs as part of the Cooperative Fire Protection Program, which allows cooperators to take custody of and use FFP and FEPP property for firefighting purposes.

II. MUTUAL INTEREST OF PARTIES

The prevention and control of wildfires in _____ County is of mutual concern to both parties, and to the State of Arkansas. The CA is for the purpose of defining the authority and responsibility of each of the above-named parties and providing for cooperative plans and actions for the prevention, detection and suppression of fires, and for the use and care of fire equipment and tools furnished by Forestry for that purpose.

Forestry will be primarily responsible for the prevention, detection and the suppression of forest and wildland fires that may occur on lands within the State of Arkansas. The FD will be primarily responsible for the prevention, detection and suppression of structural fires that may occur within its operational boundaries, and through this agreement, to actively suppress all forest, grass, crop and wildfires where Forestry forces and equipment cannot respond or are not available. Each party will render all available assistance to the other, as practical, in the suppression of all wildfires. The FD agrees that if called by Forestry to suppress or assist in suppression of a wildfire, no charge for services will be levied against Forestry, the State of Arkansas or the landowner.

III. TERMS AND CONDITIONS

- a. All property is transferred on an "as is-where is" basis.
- b. Under no circumstance will property be sold or otherwise transferred to non-US persons or exported.

- c. ALL property (on current FD inventory) that is lost, missing, stolen or destroyed must be reported to Forestry within 24 hours.
- d. All costs incurred subsequent to the transfer of the property must be borne or reimbursed by the recipient.
- e. Nothing herein shall be construed as obligating Forestry to expend funds or as involving the State of Arkansas in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
- f. This CA shall be effective upon execution by the parties hereto and be renewed by both parties for a maximum of five years from the time of execution, unless terminated by either party in writing. This agreement supersedes all prior agreements related to the FFP and FEPP programs.
- g. Forestry will perform reviews to ensure compliance with Forestry Standard Operating Procedures 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.
- h. Modifications 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.
- i. Any information furnished to Forestry under this instrument may be subject to the Freedom of Information Act.
- j. This CA in no way restricts Forestry or the FD from participating in similar activities with other public or private agencies, organizations, and individuals.
- k. Any property loaned, acquired, or received under this CA carries no express or implied warranty.
- l. To the extent permitted by federal, state, and local law, the FD, shall indemnify and hold harmless the State of Arkansas from any and all actions, claims, debts, demands, judgments, liabilities, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property, or injuries, illness or disabilities to or death of any person or legal or political entity including state, local and interstate bodies, in any manner caused by or contributed to by the FD, its agents, servants, employees, or any person subject to its control.

IV. RESPONSIBILITIES

Forestry shall:

Make available to legally organized FD's certain fire equipment and tools to be used in fire suppression or for other emergencies.

FFP

- a. Provide through the Department of Defense (DoD) certain vehicles, equipment and supplies which Forestry must maintain auditable records. Accountable FFP acquired items must be open to inspection by state and federal auditors as well as periodic inspections conducted by Forestry personnel.
- b. Pass ownership of FFP acquired, demil A and demil Q6, property to the FD subject to in-service requirements. Forestry will process title paperwork after one year of in-service has been met.

- c. Provide technical assistance in the use and conversion of FFP property to a fire or emergency response ready condition.
- d. Comply with US Export Control Regulations regarding sale or transfer of Q6 property after the conditional holding and utilization period to non-FFP participants.
- e. Comply with US export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120 130).

FEPP

- a. Loan FEPP property to the FD. Ownership of FEPP property shall remain vested in the United States Federal Government.
- b. Provide consumable fire service related FEPP supplies to the FD for use in their official operations.
- c. Allow the FD to remove any accessories, tools, or equipment which it has added to FEPP property prior to returning them to Forestry.
- d. Provide technical assistance in the use and conversion of the FEPP property to a fire response ready condition.

Provide Federal Grants to provide equipment and/or funding for qualified FD's in accordance with the grants management rules and procedures.

Provide Wildland Fire Suppression Training to firefighters statewide.

Provide the ability to acquire wildland firefighting equipment through state contract items.

Provide an interest free loan for purchase of approved equipment for up to three years based on the availability of funds and provided that all loan requirements are met.

The FD shall:

Use firefighting and emergency response equipment and vehicles provided through Forestry under specific guidelines.

FFP

- a. Accept all property on an "as is, where is" basis.
- b. Be responsible for all costs incurred subsequent to the repair, conversion and equipping of FFP property. Property must be painted and ready to use for its intended function to be considered "in-service".
- c. Place all property into service within 6 months of receipt.
- d. Return equipment to Forestry in Greenbrier, if property is not in-service within 6 months, at the FD's expense.
- e. Keep property in-service for at least 1 year. Should the equipment become unusable during this period, the FD shall contact Forestry and provide supporting documentation on why the item requires disposal prior to the end of the one-year requirement.
- f. Any modifications made to FFP vehicles shall never exceed the GVWR recommended by the manufacturer for any reason.

- g. Not accept ownership of FFP property for the sole purpose of passing on the property to non-firefighting agencies or to sell for profit.
- h. Mark FFP acquired vehicles and equipment with a cooperative Arkansas decal which will be provided by Forestry. This decal will be provided after final painting.
- i. Use this property to assist in firefighting, disaster relief, and emergency medical service efforts both within its operational boundaries and under mutual agreements with neighboring communities.
- j. Provide adequate, indoor storage and maintenance for FFP property.
- k. Maintain and assure that property has adequate insurance to cover damages or injuries to persons or property relating to the use of the property. At a minimum, liability insurance will be maintained.
- l. Provide Forestry with a copy of current liability insurance for all vehicles obtained under this program.
- m. Abide by all rules and guidelines established by the CA, the SOP and supplements provided by Forestry.
- n. Notify Forestry within 24 hours of any incidents involving FFP property that is still on current inventory, to include but not limited to loss, missing, stolen, and destroyed.

FEPP

- a. Use FEPP property for fire and emergency response where there is a threat to life or property as outlined in this agreement.
- b. Convert FEPP property into acceptable fire control equipment. Any modifications made to FEPP vehicles shall never exceed the GVWR recommended by the manufacturer for any reason.
- c. Return equipment to Forestry at Greenbrier after the item is no longer needed by the FD.
- o. Pay any repair, operational, and insurance costs associated with the use of any FEPP property while it is on loan to the FD. Property must be painted and ready to use for its intended function to be considered "in-service".
- d. Provide adequate, indoor storage and maintenance for all loaned FEPP property.
- e. Maintain FEPP property in good, operational condition and have property available for inspection during normal business hours upon reasonable notification.
- f. Assure that any FEPP property in the FD's possession is used 90 percent of the time for fire or emergency services. Up to 10 percent planned non-fire use is allowed. Both within its operational boundaries and under mutual agreements with neighboring communities.
- g. Agree to NOT cannibalize, remove parts, or in any manner render the property unusable **prior** to contacting Forestry in Greenbrier and receiving written authorization.
- h. Maintain and assure that property has adequate insurance to cover damages or injuries to persons or property relating to the use of the property. At a minimum, liability insurance will be maintained. Proof of insurance must state "Property of the USFS FEPP Program".
- i. Provide Forestry with a copy of current liability insurance for all vehicles obtained under this program.
- j. Notify Forestry within 24 hours of any incidents involving FEPP property to include but not limited to loss, missing, stolen, and destroyed.

- k. Mark FEPP acquired vehicles and equipment with a cooperative Arkansas decal which will be provided by Forestry. This decal will be provided after final painting.

Fire Suppression

Protect Forestry lands and structures from fires within the FD's jurisdictional boundaries and to exclude Forestry from membership dues or annual protection fees.

The principal contacts for this Agreement are:

Rural Fire Protection Administrator: Kathryn Mahan-Hooten

Mailing and Physical Address: 20 Industrial Blvd. Greenbrier AR 72058

Phone: (501)679-581 Email: kathryn.mahan@arkansas.gov

Fire Chief (Print): _____

Fire Department: _____

Mailing Address: _____

Physical Address for Primary Station: _____

Chief Phone: _____ Email: _____

Written authorization, by the fire chief, is required in the Rural Fire Protection office prior to any individual acting on behalf of the fire chief.

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

(Fire Chief signature, printed name, title and date signed)

District Forester signature, printed name and date signed on behalf of:
Kyle Cunningham, State Forester, Forestry Division

- Attachment – Current FEPP and FFP Inventory
- Attachment – Written authorization for removal of property
- Attachment – Assurance of Compliance



ARKANSAS DEPARTMENT OF AGRICULTURE FORESTRY DIVISION

WRITTEN AUTHORIZATION FOR REMOVAL OF PROPERTY

I, _____, (please print) fire chief of _____ fire department in _____ county, hereby authorize the following person (s) to sign for and remove property from the Rural Fire Protection office on my behalf. This will not include Equipment Requests or Cooperative Agreements.

By signing below all persons are agreeing all property will be for fire department use only. Property is available on an 'as is, where is' basis. Under no circumstances will property be sold or otherwise transferred to non-US persons or exported. All property (on current FD inventory) that is lost, missing, stolen, or destroyed must be reported to Forestry within 24 hours. All costs incurred subsequent to the transfer of property must be borne or reimbursed by the recipient. Nothing herein shall be construed as obligating Forestry to expend funds or as involving the State of Arkansas in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work. Any property received carries no express or implied warranty.

Print:	Sign:
_____	_____
Print:	Sign:
_____	_____
Print:	Sign:
_____	_____
Print:	Sign:
_____	_____

Fire chief signature

Date

Rural Fire Protection
20 Industrial Blvd. Greenbrier, AR 72058
Phone: (501) 679-3581

United States Department of Agriculture

Forest Service

Assurance of Compliance With The Department of Agriculture

Regulation Under Title VI of The Civil Rights Act of 1964

_____ (hereinafter called the "Applicant".)

(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant.

Date _____
_____ (Applicant)

By _____
_____ (Signature)

Applicant Mailing Address _____
