

# Mississippi Forestry Commission

## Department of Defense Fire Fighter Program Cooperative Equipment Agreement & Procedures

STATE OF MISSISSIPPI

COUNTY OF RANKIN

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Mississippi Forestry Commission (MFC), an Agency of the State of Mississippi, hereinafter referred to as the MFC, and \_\_\_\_\_, 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 MFC 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 MFC agrees:

1. To make available the equipment described herein according to the terms set forth in this agreement.
2. To provide Department of Defense Fire Fighter Program Property (FFP) for the exclusive purpose of fire suppression, fire prevention, disaster relief, 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 not accept ownership of FFP Property for the sole purpose of passing on equipment to non-firefighting entities, agencies, or persons.
3. To not accept FFP Property with the intent to sell, lease, rent, exchange, barter, to secure a loan, or to otherwise supplement normal entities budget.
4. To accept FFP property as is and to repair, convert, or equip item(s) for fire suppression, disaster relief, or emergency services.
5. To paint equipment, if necessary, to ensure there are no military markings, paint patterns, or identification.
6. To comply with NFPA 1901- Standard for Fire Apparatus and NFPA 1906- Standard for Wildland Fire Apparatus as applicable on equipment.
7. To mark vehicle on all sides, so that it is clearly recognizable as a fire or emergency vehicle.
8. To provide shelter adequate to protect the equipment from inclement weather, salt air, insects and rodents, vandalism and theft.
9. To place equipment in operating condition within 180 days from the date of this agreement. **The MFC may extend this time frame an additional 90 days upon written request and approval. Requests must be submitted to the state FFP manager 10 days prior to deadline.**
10. 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 must be returned at the COOPERATOR's expense. Any improvements, equipment or modifications made to equipment may be removed prior to return. All original equipment issued with the property must be returned with the property.

11. To insure add on equipment such as tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the manufacturer's gross vehicle weight rating (GVWR).
12. To bear the entire cost of maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the MFC of all responsibility or liability in matters related to this equipment.
13. To 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.
14. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response activities for which the COOPERATOR has jurisdictional authority. **ANY OTHER USE, INCLUDING PERSONAL, MUNICIPAL, OR COUNTY, IS ILLEGAL.** COOPERATOR is required to keep equipment operational for a minimum of 1 year before normal disposal.
15. In the event the equipment becomes uneconomical to operate, or inoperable beyond repair before final inspection, a certified mechanic must inspect equipment to verify that it is inoperable, and appropriate paperwork must be submitted to the MFC.
16. To ensure disposal of any FFP equipment follows local, state, and federal public property guidelines.
17. All proceeds from the sale of any FFP equipment MUST BE EARMARKED FOR FIRE SERVICES.
18. All documentation on FFP equipment must be kept for 7 years after final disposition of said equipment. Copies of final disposition paperwork shall be sent to the MFC.
19. To make equipment available for inspection by the MFC, the US Forest Service, and the Department of Defense, including the Office of the Inspector General, and the Comptroller General of the United States or their authorized representatives.
20. 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 or their authorized representatives.
21. 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.

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**It is Mutually Agreed That:**

1. The MFC 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 MFC. The COOPERATOR which puts FFP equipment into use will accept ownership of equipment in the COOPERATOR'S name. (Note: Title must be in the government entity or Fire Department's name and cannot have an individual's name on the title). The COOPERATOR is responsible for the cost of transferring title. Title must be transferred within 10 days of receipt, and proof sent to the MFC.
2. The equipment will be marked with decals provided by MFC for tracking reasons and the said decals will remain on the equipment indefinitely.
3. The MFC 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 MFC and will continue in force until equipment is disposed of in accordance with this agreement.
5. Owners of FFP equipment will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program, and property management requirements.
6. COOPERATOR will operate within this program at the pleasure of the MFC. 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 piece of equipment requiring title 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 MFC and agreed upon by the COOPERATOR prior to pickup of equipment.

This agreement will be effective from the date of execution by the MFC 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:**

\_\_\_\_\_  
Authorized Representative (Signature) Date

\_\_\_\_\_  
Authorized Representative (Print) Authorized Representative's Title (Print)

\_\_\_\_\_  
Authorized Representative's Phone Number Authorized Representative's E-Mail

**MISSISSIPPI FORESTRY COMMISSION:**

\_\_\_\_\_  
MFC RFA Representative (Signature) Date

\_\_\_\_\_  
MFC RFA Representative (Print) MFC RFA Representative's Title (Print)

**Equipment List**

Serial Number/VIN: \_\_\_\_\_ Year: \_\_\_\_\_  
Make of Vehicle: \_\_\_\_\_ Model: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_ Description: \_\_\_\_\_