



**OKLAHOMA DEPARTMENT OF AGRICULTURE,
FOOD AND FORESTRY
DEPARTMENT OF DEFENSE
FIREFIGHTING PROPERTY AGREEMENT**

By and between
Oklahoma Department of Agriculture, Food and Forestry
And

Cooperator Number: _____ SSPD: _____ Date (mm/dd/yy) 1/30/2020
Name: City of Coweta Fire Department
Address: PO Box 850
City: Coweta OK Zip: 74429 Phone: 918-279-7239

INTEREST OF THE PARTIES:

This agreement, by and between the Oklahoma Department of Agriculture, Food and Forestry, an agency of the State of Oklahoma, herein referred to as “**Forestry Services**” and the cooperating party named herein referred to as the “**Cooperator**”, acknowledges that the prevention and suppression of fires threatening forest and range lands, human lives, structural improvements, and all other rural values is of mutual concern to both parties. For this reason, the **Forestry Services** will provide to the **Cooperator** certain Department of Defense (DOD) equipment and vehicles as authorized by 10 U.S.C. 2576B, and named the DOD Firefighting Property Program (FFP).

PURPOSE:

Utilization of Department of Defense (DOD) firefighter property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the cooperator.

AUTHORITIES:

The **Forestry Services**, as set forth by Oklahoma Statutes, O.S. Title 2 Sections 16-8, 16-72, 16-74 and Title 19 Section 901.61, is responsible for the prevention, suppression of forest and wildland fires in the state.

THE FORESTRY SERVICE AGREES:

To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the **Cooperator**.

To provide proper licensing for all DOD Firefighting Property to be used on the roadways of the State of Oklahoma.

To provide technical and informational support and assistance, upon request, in converting DOD Firefighting Property into fire suppression apparatus.

To facilitate the transfer of the title of ownership of equipment identified in the attached DOD FFP equipment listing to the **Cooperator** once all stipulations in this agreement have been complied with by the **Cooperator**.

THE COOPERATOR AGREES:

The **Cooperator** Agrees to place the equipment acquired under this Agreement in operational condition and use as outlined below:

Operational condition of the equipment will be in accordance to the "Specifications for Operability" provided by **Forestry Services** at the time of acquisition.

The **Cooperator** will notify **Forestry Services** when the equipment is in operational condition so that an inspection of the equipment can be made.

The following applies to any vehicle acquired through this agreement:

The vehicle must be painted and cannot remain in original military colors. The **Cooperator** will ensure that the vehicle is painted or wrapped in non-military color and paint scheme.

The **Cooperator** will convert the vehicle into an emergency response vehicle able to perform an emergency response function.

Should this vehicle become inoperable and beyond repair during the term of this agreement, the vehicle will be returned to the **Forestry Services** at the **Cooperator's** expense. The vehicle will be returned to DLA at no cost to the **Cooperator**.

The **Cooperator** will ensure the vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this agreement.

The **Cooperator** will bear the entire cost of maintenance, repair, and operation of this vehicle while in the **Cooperator's** possession.

The **Cooperator** must design, operate, and maintain each vehicle in a roadworthy and legal condition.

The **Cooperator** will not put the vehicle into use prior to certification by **Forestry Services** that it is in operational condition.

Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the **Cooperator** has jurisdictional authority.

To indemnify and hold harmless **Forestry Services** and its officers, directors, agents and employees from any liability related to this equipment, including but not limited to, the use and repair thereof.

The **Cooperator** receiving FFP property shall be responsible for all costs incurred in the refurbishing, maintaining, and the repair of said property.

DURATION AND TERMINATION

This agreement shall be effective from the date of execution by the Director of **Forestry Services** and **Cooperator**. Either party may request termination of this agreement upon thirty (30) days written notice to the other party.

Operational condition of the equipment will be achieved within one hundred eighty (180) days of its acquisition from **Forestry Services**. **Forestry Services** may extend this time frame up to one year upon written request and approval.

If equipment acquired through this agreement is not in operational condition after such an extension, this agreement may be terminated, and the equipment will be returned to **Forestry Services** at the **Cooperator's** expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the **Cooperator's** expense.

TRANSFER OF OWNERSHIP, TIME PERIOD, CONDITION OF PARTICIPATION, ROLLING STOCK (Trailers) TERMS AND CONDITIONS:

Upon receipt of notification from the **Cooperator** that conversion of the assigned property has been completed a verification inspection will be performed by the applicable Rural Fire Coordinator. A Firefighter Property Release Transfer and Specification for Operability will be prepared and provided to the **Cooperator** to perform a field check. The applicable Rural Fire Coordinator may complete and submit the verification form to the **Forestry Services**.

Forestry Services will transfer ownership of 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 Rural Fire Coordinator. The **Cooperator** which puts Firefighter Program property into use will accept ownership of equipment and, in the case of vehicles, the **Cooperator's**

name. 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.

Operational condition of the equipment will be achieved within one hundred and eighty (180) days of its acquisition from **Forestry Services**. **Forestry Services** may extend this time frame up to one year upon written request and approval.

Upon transfer of Title, the **Cooperator** will surrender the State license plate (if equipment is a vehicle) to the **Forestry Services**.

Equipment acquired under this agreement shall not be used for speculative purposes.

For Demilitarization A and Q6 property, **Cooperator** will have conditional title to the property during the one (1) year period that property is conditionally transferred to them. **Cooperators** are authorized to make upgrades to vehicles during the one (1) year conditional period. **Cooperators** are required to place all DEMIL A and Q6 property into use within 1 year of receipt. Items that have been acquired and require reconfiguration, refurbishment, painting, maintenance or repair will be considered to have been "placed into use" as long as active steps are being taken to make them available for bona fide fire protection service requirements. Similarly, items like trailers, generators, tanks, and pumps that are obtained to support fire operations will be considered to have been placed into use, as long as they are readily available to support such contingencies.

TYPE OF PROPERTY: DEMIL CODES, TSC REQUIREMENTS

FFP:

The **Forestry Services** will acquire only Demilitarization DEMIL Code A and Q6 property.

Property that requires Demilitarization DEMIL Code B, C, D, E, F, G, and sensitive Q3 items will not be acquired in this program.

All property is transferred on an "as- is, where-is" basis.

The Transferee is responsible for complying with U.S. 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).

This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.

The responsibility includes; but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations,

Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmdtc.state.gov/index.html>

The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.

DISPOSAL REQUIREMENTS-RETURN TO STATE/DLA

Cooperators will return property, at their expense, if DEMIL A and Q6 property fails or ceases to be placed into use within one (1) year. In the event, during the one (1) year period in which property is conditionally transferred, the property is improperly sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of the USDA, the **Cooperator**, at the option of DLA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by DLA. USDA Forest Service approval prior to disposal is required and will be done on a case-by-case basis. Additional documentation may be required prior to approval.

INSURANCE REQUIREMENTS

The fire department receiving FFP property shall provide proof of insurance on all rolling stock prior to removing property from the OFS Community Fire Assistance Program Equipment Yard. Insurance on the rolling stock, must be maintained the entirety of the possession by holding fire department.

The **Cooperator** will carry liability insurance and provide proof of such insurance to **Forestry Services** upon its acquisition. The applicable Rural Fire Coordinator will verify insurance during renewal dates. Such policy must be in compliance with State minimum amounts and name **Forestry Services** as an “additional insured” until title is transferred.

The **Cooperator** relieves the Oklahoma Department of Agriculture, Food and **Forestry Services** of responsibility under the “agent of the state” statutes in all matters related to this vehicle.

PROPERTY TRANSFER

Full title to DEMIL A and Q6 property, including vehicles, will vest in the **Cooperator** after one year if all other requirements of this agreement have been met. The **Cooperator** and **Forestry Services** will maintain the documents for 6 years and 3 months as required by USDA Forest Service.

Sale or transfer of DEMIL A or Q6 property after the two (2) year conditional holding and utilization period to non-FFP participants must be executed in compliance with U.S. Export Control Regulations.

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). (Fire Department name) is responsible, but not limited to, determining the subsequent transferee's eligibility to receive (list item description and SN) in accordance with U.S. export control laws and regulations:

Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>

LOST, MISSING, STOLEN, OR DESTROYED REQUIREMENTS FOR ASSIGNED PROPERTY.

Reporting requirements for lost, missing, stolen, or destroyed program property. All property Lost, Missing, Stolen, or Destroyed (LMSD), carried on an FFP current inventory, must be reported by individual **Cooperators** to the Oklahoma **Forestry Services** who will submit to DLA through USDA Forest Service. Property with a DEMIL Code of "A" or Q6 must be reported within seven (7) days.

USDA Forest Service may grant extensions to the reporting requirements listed above on a case- by-case basis.

All **Cooperators** agree to cooperate in any investigation into the loss as directed by DLA.

REVIEWING PROGRAM PROCESS-TIME FRAME

Designated **Forestry Services** and Federal parties to this program will perform joint reviews to assure compliance with the DOD Firefighter Property program 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.

Cooperator will provide access to and the right to examine all records, books, paper or documents in whatever format relating to DOD firefighting property transfers under 10 U.S.C. 2576b to the Forest Service, the Oklahoma **Forestry Services** and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representative.

NON DISCRIMINATION REQUIREMENTS

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:

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;

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, Washington, 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 shall at a minimum include the statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

The parties hereto have executed this agreement as of the last written date below.

 1/30/20

Fire Chief Signature Date

Mayor or Board Chairman Signature Date

Greg Edwards 1/30/20

Print Fire Chief Name Date

Print Mayor or Board Chairman Date

Mark Goeller Date
Director, Forestry Services Division