



FIREFIGHTER PROPERTY (FFP) COOPERATIVE AGREEMENT

Between

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION

And

(COUNTY or EMERGENCY FIRE SERVICE ORGANIZATION)

This cooperative agreement is entered into between _____, hereinafter referred to as the COUNTY, or Emergency Fire Service Organization, hereinafter referred to as EFSO, and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE:

WHEREAS, the STATE meets the requirements of the Department of Defense (DOD) Firefighter Property (FFP) program authorized under 10 U.S.C. § 2576b. And the STATE desires to pass DOD FFP that can be effectively used for fire protection and emergency services by COUNTY government or EFSO to the COUNTY or EFSO; and

WHEREAS on, _____, 20____, the COUNTY or EFSO agrees to accept the DOD FFP and agrees to abide by all regulations governing the possession of said property as stipulated by the STATE and/or the United States Department of Agriculture, by and through the Regional Forester, hereinafter referred to as the FOREST SERVICE.

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

THE STATE SHALL:

1. Facilitate the procurement of DOD FFP desired by the COUNTY or EFSO in accordance with the current STATE FFP Standard Operating Procedures Handbook.
2. Transfer conditional title to the property during the one (1) year period that property is conditionally transferred to the COUNTY or EFSO upon the physical receipt of the property by the COUNTY or EFSO.
3. Use the Federal Excess Property Management Information System (FEPMIS) to document the acquisition, location, in-service date, and disposal of property.

THE COUNTY or EFSO SHALL:

1. Hold title (where applicable) to and possession of property acquired by the COUNTY or EFSO under the DOD FFP program. All vehicles and trailers will bear the permanent Montana Agency (State-exempt) license plate.
2. Place all FFP 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, disaster relief or emergency service requirements.
3. Ensure proper identification of said property as originating from the DOD FFP program by means of permanently marking the property’s corresponding DOD property identification number in a clear and legible manner physically on the property.
4. Be solely responsible for the proper use, protection, maintenance and care of the property.
5. Provide access and the right to examine all records, books, papers or documents relating to said property to the STATE, FOREST SERVICE, or DOD.
6. Maintain 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.
7. Assume the costs for property damage incurred by this property. The COUNTY or EFSO are solely responsible for and will assume the costs for any damage or personal injuries caused by the use, including, but not limited to, the improper, negligent, or wrongful use of the property acquired under this agreement.
8. Assure that all operators (where applicable) of property meet the minimum driver’s license requirements per Montana State law.
9. Acknowledge and agree that any property acquired under this agreement carries no warranty, expressed or implied. The COUNTY or EFSO agrees that it shall make no claim against the STATE, The State of Montana, the FOREST SERVICE or the Federal Government based on any defect, whether apparent or not, in such acquired property.
10. Agree to indemnify, defend and hold the STATE and the FOREST SERVICE harmless from any claims, or causes of action arising out of the use or condition of the property acquired under this agreement.
11. Agree to permit and assist in the inventory and inspection of property acquired under this agreement by the STATE and/or FOREST SERVICE.
12. Keep FFP property for a minimum of five (5) years unless it is determined that the property is obsolete, uneconomical to repair, or destroyed. Disposal of FFP property before 5 years

must be approved by the STATE and documentation of disposal as outlined in the STATE SOP is required.

13. Dispose of FFP property in accordance with state and local laws that govern public property. Sales or gifting of property after the five-year mark in a manner inconsistent with state and local law may constitute grounds to deny future participation in the FFP program.
14. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported.
15. Comply with federal anti-discrimination statutes; and when necessary, FOREST SERVICE will conduct investigations of complaints or conduct compliance reviews to ensure compliance with applicable provisions of the following national polices prohibiting discrimination:
 - a. On the basis of race, color, or national origin,
 - b. On the basis of age,
 - c. On the basis of handicap.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This MOA is executed as of the date of last signature. This agreement will expire at the end of five years unless extended by mutual agreement of the parties.
2. It will be the COUNTY's or EFSO's responsibility to receive, transport and allocate property acquired under this agreement.
3. A signed letter authorizing the COUNTY or EFSO to receive and/or retrieve DOD FFP will be provided to the COUNTY or EFSO by the STATE prior to the acquisition of said property.
4. Any information furnished to the FOREST SERVICE under this instrument is subject to the Freedom of Information Act ("FOIA") 5 U.S.C. § 552.
5. Property records will be managed in a concise and accurate order to provide timely and relevant information. Record retention requirements will be outlined in the FOREST SERVICE's Standard Operating Procedures.

_____ COUNTY or EFSO

Date _____

(Signature)

(Title)

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Date _____ BY _____

(Land Office Area Manager)