Memorandum of Agreement

Between

Idaho Department of Lands

And

|  |
| --- |
|  |

Federal Excess Personal Property Program

and/or

Firefighter Program – Department of Defense

WITNESSETH:

WHEREAS, the state of Idaho Department of Lands (IDL) is responsible, under state law, for protecting the forest lands within established forest protective districts; and the Cooperative Forestry Act of 1978 and Section 38-104, Idaho Code, authorize and encourage cooperation with local firefighting forces; and

WHEREAS, ***,*** hereinafter referred to as the Fire Service Organization (FSO), is actively engaged in the prevention and suppression of fires and has responsibility, within authorized boundaries, for providing emergency services, or mutual agreements for providing fire emergency assistance, or training to other government agencies; and the FSO can more adequately carry out this function if additional equipment is available; and

WHEREAS, IDL, from time to time, has access to excess units available for fire control, or other emergency responses, through the Department of Defense (DoD) the Federal Excess Personal Property (FEPP) and/or Firefighter Program (FFP); and it has been determined to be advantageous to the State, in the proper discharge of its responsibilities, to make certain equipment available to the FSO; and

WHEREAS, IDL meets the requirements of these federal programs; and the State can acquire vehicles and equipment through these programs; and make these items available for use in all emergencies which threaten the loss or damage to life or property by fire, or other cause, or for emergency response training exercises, and

AUTHORITIES:

The Secretary of Defense is authorized by 10 USC 2576b to transfer to firefighting agencies in the United States, personal property that is excess to the needs of the DoD and that the Secretary of Defense determines is suitable to be used by agencies in fire protection, under such terms that are described in this Memorandum of Agreement (MOA). Fire protection activities are defined as those activities performed in accordance with federal, state and local laws.

TERMS AND CONDITIONS:

NOW THEREFORE, the parties to this Memorandum of Agreement do hereby agree as follows:

IDL AGREES TO:

1. Acquire items for fire and other emergency services use, to include DEMIL A, DEMIL Q6 and limited DEMIL Q3 inventory.
2. Make available these items, according to the terms set forth in the federal programs. These items will be on a loan basis until program requirements are met according to program requirements as outlined in the IDL Federal Excess Personal Property – Firefighter Property (FEPP-FFP) Handbook. ([www.fs.fed.us/managing-land/fire/fepp](http://www.fs.fed.us/managing-land/fire/fepp)
3. Items may be owned by the FSO depending on program rules and demilitarization codes after the FSO has met certain requirements. Accessories may be purchased and installed by the FSO and will remain with the FSO. The FSO may remove those added accessories prior to returning the item(s) to the State.
4. Administer, and account for all property acquired under these programs for as long as program rules require. Acquisition and property records will be maintained for a period of seven years after disposal or return of the equipment or item.
5. Place and affix program labels on all items received under these programs plus assign and place inventory control number(s) on each item which meets any of the following criteria, 1) a current estimated value greater than $5,000, 2) is electronic in nature, 3) is a titled item, 4) is considered rolling stock (wheeled item), or 5) has an antenna.

THE FSO AGREES TO:

1. Accept the property in the condition acquired.
2. Remove and/or cover exterior military markings and camouflage paint.
3. Ensure program labels and inventory control number(s) are placed on all items.
4. Place the item in-service within one year of acquisition.
5. Continue using the item for fire and emergency support for a minimum of one year after the item was placed in service and for as long as the item is required to be inventoried within the programs.
6. Provide adequate storage and maintenance of the item.
7. Provide access to, and the right to, examine all records or documents relating to, and the physical inspection of items acquired until programs requirements are met.
8. Register and license each inventoried item as covered in IDL FEPP/FFP Handbook.
9. Maintain current liability and property damage insurance for each inventoried item under these programs.
10. Return to the State any inventoried item no longer desired as required by the programs.
11. Receive prior authorization from the State of any inventoried items to be sold, cannibalized, junked, or traded.
12. To hold harmless and indemnify the state of Idaho, its agencies, officers, agents, and employees against all claims, demands, and cause of action for death, bodily injury, or loss of or damage to property insofar as any claim, or demand or cause of action results from the performance of this MOA.

IT IS MUTUALLY AGREED:

1. Costs incurred by IDL associated with acquisition of items including transportation, labor, and or parts will be determined by IDL and, if applicable, paid by the FSO before title to said equipment is passed to the FSO.
2. Nothing herein shall be construed as obligating IDL to expend funds, now or in the future, for items acquired or disposed of under these programs.
3. No warranty of any kind is implied or associated with items acquired under these programs.
4. The control of the use of items shall be with the FSO, except during times of declared emergencies the State may request use of the items for mutual aid purposes.
5. The items will be marked indicating which program the items were acquired through.
6. Upon sale or transfer of DEMIL Q6 property to non FFP participants, the transfer must be executed in compliance with U.S. Export Control Regulations, including the Export Administration Regulations (EAR), (15 CFR Parts 730-774). Notify subsequent purchasers or transferees in writing of their responsibility to comply with U.S. export control laws and regulations.
7. DEMIL Q3 property is owned by the DoD and will never be owned by the FFP recipient.
8. Both parties shall abide by the requirements as set forth in the USDA Forest Service Standard Operating Procedures.
9. This agreement is effective on the date signed by both parties, and shall continue as long as the FSO has possession of any items included in FEPMIS inventory records.
10. This agreement supersedes any MOA, or any prior agreement that is currently in effect, between said parties.
11. This Memorandum of Agreement may be cancelled by either party upon serving notice to the other. Such notice of cancellation must be in writing and cancellation will not be effective until all current inventory items in the FEPMIS records system have been returned to the IDL at no expense to the IDL.

NON DISCRIMINATION:

It is the policy and commitment of the Idaho Department of Lands that it does not discriminate on the basis of race, age, color, sex, national origin, physical or mental disability or religion.

FREEDOM OF INFORMATION ACT

Any information furnished to the Idaho Department of Lands under this instrument is subject to the Freedom of Information Act (FOIA) 5 U.S.C. 522.

IN WITNESS WHEREOF the parties to this Memorandum of Agreement have affixed their signature.

By: Date:

***Choose an item.***

Print Name

By: Date:

***Choose an item.****(If Applicable)*

Print Name

By: Date:

IDL Area/District/Association Warden

Idaho Department of Lands

Name of IDL Area/District/Association

By: Date:

State Forester/Deputy Director, Idaho Department of Lands

Print Name

Fire Service Organization Name:

Contact Name:

Mail Name:

Address Line 1:

Address Line 2:

City:

State:

Postal Code:

County:

Fax Number:

Email Address:

Federal Tax ID:

FD Phone Number:

Fire Chief Phone Number:

Alternate Phone Number:

ISO Rating: