

This agreement is not an instrument of the FSM 1580 and does not meet requirements outlined in the FSH 1509.11; therefore this agreement does not require Grants and Agreements review or processing.

**Cooperative Agreement Between
USDA Forest Service, _____ (enter Region name)
And State of _____ (enter state name, Department/Division)
for use of
Federal Excess Personal Property
in the Cooperative Fire Protection Program**

THIS AGREEMENT is entered into by and between the State of _____, by and through the _____ (agency name), hereinafter referred to as the STATE, under the authority of State Forestry Laws, [insert applicable State statute references], and the Chief of the Forest Service, United States Department of Agriculture (USDA), by and through the [enter Regional Forester or Regional/Area Director – whichever will be signing the agreement], hereinafter referred to as the FOREST SERVICE.

I. PURPOSE

The purpose of the Cooperative Agreement (Agreement) is to provide the STATE with Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows cooperators to take custody of and use FEPP for firefighting purposes.

II. MUTUAL INTEREST OF PARTIES

The STATE has an interest in accepting, on loan, FEPP that it or other entities within the STATE can use in its firefighting efforts. The STATE desires to cooperate with the FOREST SERVICE in these efforts.

The FOREST SERVICE desires to cooperate with the STATE in the prevention and control of wildland fires and the use of prescribed fires on non-Federal rural lands and in rural communities, which require specialized fire protection equipment.

III. AUTHORITIES

The Cooperative Forestry Assistance Act of 1978 authorizes the FEPP Program (16 U.S.C. § 2106(c) as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the FOREST SERVICE may lend FEPP needed for rural fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV. RESPONSIBILITIES

THE STATE SHALL:

1. Accept on loan only FEPP that the STATE Fire Program can and will use efficiently for rural fire protection activities.

2. Administer, account for, use and dispose of FEPP in accordance with written direction of the FOREST SERVICE and of the General Services Administration (GSA). These regulations are summarized in the FEPP Desk Guide. However, the statutes and regulations take precedence over the Desk Guide, which is published as guidance, not binding regulation. The regulations are amended from time to time and the STATE agrees to comply with current and future amended regulations. The following regulations are applicable:
 - a. Federal Acquisition Assistance Handbook (FSH 3109.12),
 - b. Personal Property Management (FSM 6410),
 - c. Forest Service Property Management Regulations (FSH 6409.31, 104-50),
 - d. Agriculture Property Management Regulations (FSH 6409.31, 104-50), and
 - e. Federal Management Regulations (FMR 102-36).
3. Establish controls necessary to account for, manage, use, and dispose of said property, which is further assigned to other local cooperators or users in accordance with the Federal Acquisition Assistance Handbook (FSH 3109.12). The Federal Excess Property Management Information Systems (FEPMIS) will be used to meet this requirement.
4. Perform physical inventory of FEPP and reconcile to property accounting records at least biennially or as requested by the Forest Service Property Management Officer.
5. Use the FEPMIS to document acquisition and disposal of FEPP.
6. Reimburse the Federal Government for the fair market value of lost, stolen, or damaged FEPP when the FOREST SERVICE determines the loss, theft, or damage was the result of gross negligence, or repair or replace the equipment at STATE expense. Fair market value is defined in the Federal Management Regulations at FMR 102-36.40.
7. Provide to the FOREST SERVICE (including its Office of Inspector General), the Comptroller General of the United States, and their authorized representatives access and the right to examine all records, books, papers, or documents relating to the FEPP program. This requirement shall also apply to all other recipients and users of FEPP, including local governments, private organizations, recognized Indian Tribes, and individuals. This provision shall be incorporated into any agreement between the STATE and other users.

THE FOREST SERVICE SHALL:

1. Provide the STATE with the FEPP Handbook, the FEPP Desk Guide, copies of other applicable Forest Service Manuals or Handbooks if requested, and any subsequent changes and instructions relating to the FEPP program. These materials may be provided via the Internet.
2. Provide guidance and direction to the STATE in the management and disposal of FEPP.
3. Maintain adequate records necessary to control FEPP as defined in the FEPP Desk Guide.

V. OTHER TERMS OF AGREEMENT

1. Title to all FEPP shall remain vested in the United States.
2. STATE may retain custody of FEPP at its discretion, as long as program requirements are met.

3. Nothing herein shall be construed as obligating the FOREST SERVICE to expend funds or as involving the United States 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.
4. This agreement shall be effective upon execution by the parties hereto and be renewed by both parties for a maximum of five (5) years from the time of execution, unless terminated by either party in writing. This agreement supersedes all prior agreements related to the FEPP program.
5. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the STATE shall be ineligible to continue participation in the FEPP program. Upon termination of this agreement, all FEPP assigned to the STATE shall be returned to the FOREST SERVICE. Prior to terminating a State's eligibility for cause, the FOREST SERVICE shall attempt alternative resolutions.
6. STATE and FOREST SERVICE will perform joint reviews to ensure compliance with the FEPP Handbook and other applicable statutes and regulations, and to recommend changes to improve the program or to bring into compliance with program and property management requirements.
7. 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.
8. Any information furnished to the FOREST SERVICE under this Agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
9. This instrument in no way restricts the FOREST SERVICE or the STATE from participating in similar activities with other public or private agencies, organizations, and individuals.
10. The principal contacts for this Agreement are:

| | |
|--------------------------|----------------------------------|
| (Insert FS Contact Name) | (Insert Cooperator Contact Name) |
| USDA Forest Service | (State Agency Name) |
| (Staff & Location) | (State Division Name) |
| (FS Mailing Address) | (State Agency Mailing Address) |
| (City, State, Zip Code) | (City, State, Zip Code) |
| (Contact Telephone No.) | (Contact Telephone No.) |
| (Fax No.) | (Fax No.) |
| (E-mail address) | (E-mail address) |

11. AUTHORIZED REPRESENTATIVES. By signature below, the STATE certifies that the individuals listed in this document are its representatives and are authorized to act in their respective areas for matters related to this Agreement.

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

(Accountable Officer Name, Title and Date signed)

(USDA FS Regional Forester or Regional or Area Directors name) and Date
(Title of signatory), USDA Forest Service

Cc: Regional Forester
Regional/Area Director
Melissa Frey, Fire and Aviation Management/WO

Attachment – Current FEPP Inventory

Burden Statement

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