FIREFIGHTER PROPERTY PROGRAM AGREEMENT

between the

_____ COOPERATOR

and the

SOUTH CAROLINA FORESTRY COMMISSION

This Firefighter Property Agreement (the Agreement), by and between the South Carolina Forestry Commission, an agency of the State of South Carolina, herein referred to as the "COMMISSION" and the cooperating party named herein referred to as the "COOPERATOR", set forth the following:

The COMMISSION, as set forth by South Carolina Statutes, Section 48-23-10, is responsible for the protection, promotion, enhancement and nurturing of forest resources, and

The COMMISSION is responsible for the prevention, control and suppression of wildland fires on all state and private lands.

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.

Agreement:

Whereas, the ability to control wildland and community fires is essential to a community's effective fire protection program, and

Whereas, the COOPERATOR can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the COMMISSION in the proper discharge of its responsibilities, to make certain equipment available to the COOPERATOR.

Now, therefore, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION Agrees:

1. To provide DoD firefighter property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the COOPERATOR. However, the COMMISSION will only screen items with a Demilitarization (Demil) code A.
2. To provide technical and informational support and assistance, upon request, in converting DoD firefighter property into operational fire suppression apparatus.
3. To provide the COOPERATOR with the Standard Form 97 Vehicle Title Request (SF-97) once the COOPERATOR has put the vehicle in service as required by this agreement.

4. To recognize ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as belonging to the COOPERATOR.
5. To comply with the USDA Forest Service/DoD Firefighter Property (FFP) Standard Operating Procedures which can be found in its entirety at https://www.fs.usda.gov/sites/default/files/2022-01/FFP-SOP.pdf

The COOPERATOR Agrees:

1. To request property that can effectively be used only for firefighting or emergency services. The COOPERATOR must ensure the program is not misused or abused in any way.
2. The COOPERATOR must complete a request form and sign this agreement prior to the COMMISSION going to the Defense Logistics Agency (DLA) Disposition Services to pick up any requested equipment or vehicle(s).
3. The COOPERATOR agrees to pick up equipment at a place designated by the COMMISSION and to be responsible for all operational costs, transportation and repairs to place the equipment acquired under this agreement in operational condition in accordance to the provisions outlined below:
    a. To convert said equipment into a viable firefighting unit or emergency services unit, to meet minimum standards and to paint equipment, if necessary, to ensure there are no military colors or markings on the equipment. The color of the vehicle when painted shall be red, white, or yellow. Other colors will need the COMMISSION'S FFP Manager approval.
    b. The operational condition of the equipment must be achieved within six (6) months of its acquisition from the COMMISSION. This may be extended an additional six (6) months upon written request and approval from the FFP Manager.
    c. The COOPERATOR will notify the COMMISSION when the equipment is in operational condition and make equipment available for a final inspection by a COMMISSION representative prior to putting into service to ensure conformity with the provisions within this agreement.
    d. If the COMMISSION determines equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned to the COMMISSION 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.
    e. If the COOPERATOR fails to make a good faith effort to return equipment within one month after being notified of non-compliance, the COMMISSION may exercise its option to retrieve the vehicle, and the COOPERATOR agrees to pay $3.50 per mile to and from Columbia headquarters for transportation costs.
    f. If this agreement becomes invalid due to non-compliance the COOPERATOR will be ineligible to acquire additional equipment or vehicles from either the FFP or Federal Excess Property (FEPP) programs for three years. Will also be ineligible for Volunteer Firefighter Assistance (VFA) grants.
4. The following applies to any vehicle acquired through this agreement:
    a. COOPERATOR will carry liability insurance and provide proof of such insurance to the COMMISSION upon its request. Such a policy must be in compliance with State minimum amounts and name the COMMISSION as an "additional insured" until the title is transferred.

b. The COOPERATOR relieves the COMMISSION of responsibility under the "agent of the state" statutes in all matters related to this vehicle.

c. To ensure add-on tanks, pumps, hose reels, etc., will not cause the vehicle in this agreement to exceed the Gross Vehicle Weight (GVW) of that vehicle. Add-on tanks shall be baffled.

5. To provide for adequate storage and maintenance for this equipment and to make equipment available for periodic inspections by the COMMISSION.

   a. The vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this Agreement.

   b. The COOPERATOR will bear the entire cost of maintenance, repair, and operation of this vehicle while in the COOPERATOR'S possession.

6. To keep equipment operational for a minimum of 1 year and that the equipment cannot be sold or disposed of prior to it being in service for one year. Any proceeds from the sale of FFP equipment must be earmarked for fire or emergency services equipment.

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

8. Recipients of firefighter program property will provide access to and the right to examine all records, books, papers, or documents relating to DoD firefighter property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the DoD including the Office of Inspector General (OIG), and the Comptroller General of the United States or their authorized representatives**.**

Mutual Understandings:

1. An SF-97 will be issued in the COOPERATOR'S name (but held by the COMMISSION) by the US Government to be used to apply for the title. (NOTE: the title will be in the COOPERATOR'S name and not an individual member's name). The COMMISSION will hold the SF-97 until the COOPERATOR has placed the vehicle in operation as required under this agreement.

2. The equipment will be marked with a 'Provided by…' decal, one on each side, issued by the COMMISSION for tracking purposes and the said decal will remain on the equipment indefinitely or until the time the COOPERATOR sells the equipment. Replacement decals will be provided by the COMMISSION on request by the COOPERATOR.

3. For vehicles and equipment acquired under this program, the COOPERATOR will pay $3.50 per mile or a minimum of $200 per trip to cover costs associated with transportation to and from the DLA site plus $50 per vehicle/trip for administrative and handling fees. Upon request, the COMMISSION will deliver the vehicle and equipment directly to the COOPERATOR at the aforementioned rate. Such fees must be paid within thirty (30) days of the invoice date.

4. COOPERATOR must contact the COMMISSION'S FFP Manager in writing to inform the COMMISSION of the COOPERATOR'S intent prior to disposing of FFP equipment.

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

6. The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is", "where is" and in the condition received without any warranties of any kind, either expressed or implied, is made by the COMMISSION.

7. Neither the COOPERATOR nor the COMMISSION is a dealer, manufacturer, or otherwise in the business of selling or dealing in goods such as described in this agreement.
8. Owners of property received through the firefighter program will cooperate with federal and state parties to ensure compliance with federal and state regulation, program and property management requirement.
9. COOPERATOR will operate within this program at the pleasure of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges may be terminated. If it is determined a COOPERATOR is abusing the program, then the State FFP Manager will submit to the State Forester a written request to remove a COOPERATOR from the program. The State Forester will provide the decision in writing to the COOPERATOR and State FFP Manager. The COOPERATOR may appeal the decision to the State Forester, by providing a written appeal/justification to the State Forester within thirty (30) days of the receipt of the initial decision. If the decision is upheld the COOPERATOR may yearly, in writing, request reinstatement to the program.

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

Term:

This agreement will be effective from the date of execution by the FFP/FEPP Manager and will expire after a term of three (3) years unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed or modified by amendment or addendum by written agreement of both parties.

SPECIAL NOTATION: This Agreement is not associated with the Federal Excess Personal Property (FEPP) Program which is also administered by the US Forest Service through the South Carolina Forestry Commission and available to fire departments in South Carolina. It should be noted that many fire departments will have equipment obtained via both this and the FEPP Program, but the items must be identified separately. See more specific details in the following paragraphs.

IN WITNESS, THEREOF, the parties, by and through their duly qualified and/or acting officials, have hereunto set their hands.

	County		
Cooperator Name(ex.- fire department):		Date **20**	
Mailing Address:	City:	State: **SC**	Zip code **29-**
Chief's Signature	Chief's E-mail Address:		
Printed Name	Cell Phone Number: **( )**		

SC Forestry Commission FEPP/FFP Manager:	Printed Name Jonathan Calore	Date