



**COOPERATIVE AGREEMENT
DEPARTMENT OF DEFENSE
FIREFIGHTING PROPERTY PROGRAM**

This agreement, by and between the Texas Forest Service, a member of The Texas A&M University System, an agency of the State of Texas, herein referred to as the “**Service**” and **FOR REVIEW ONLY**, herein referred to as the “**Cooperator**”, acknowledges that the prevention and suppression of natural cover 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 **Service** 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).

The Service Agrees:

1. To make available certain DOD vehicles and equipment to be used in the suppression of natural cover fires, structural fires, and other emergency services provided by the **Cooperator**. The equipment made available to the **Cooperator** will be documented on the DOD-FFP Equipment Listing, signed by both parties, and included as an attachment to this agreement.
2. 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:

1. To place the equipment acquired under this Agreement into operational condition and use as outlined herein.
 - a. The **Cooperator** will notify the **Service** when the equipment is in operational condition so that an inspection of the equipment can be made.
 - b. Operational condition of the equipment must be achieved within 180 days of its acquisition from the **Service**. The **Service** may

extend this time frame upon written request of the **Cooperator**. An extension may not exceed 90 days.

- c. If equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void and the **Cooperator** will be expected to return the equipment to the **Service**. If the equipment is not returned within 30-days from the expiration of the extension, the **Service** will recover the equipment. If the **Service** performs the recovery of the equipment the **Cooperator** will be placed on vendor hold for 180-days from the date of declared non-compliance. Any improvements, equipment, or modifications made to a vehicle may be removed prior to repossession at the **Cooperator's** expense.
2. To adhere to the following requirements for any vehicle acquired through this agreement:
 - a. The vehicle must be painted and cannot remain in original military colors. The **Cooperator** will ensure that the vehicle is painted in a non-military color and paint scheme.
 - b. The **Cooperator** will convert the vehicle into an emergency response vehicle able to perform an emergency response function. This does not include the installation of emergency lighting and siren(s).
 - c. The **Cooperator** will carry liability insurance and must provide proof of such insurance to the **Service** upon its acquisition. Such policy must be in compliance with state of Texas minimum amounts and must name the **Service** as an "additional insured" until title is transferred.
 - d. The **Cooperator** relieves the title holder of all responsibility under the Texas Tort Claims act or other comparable state or federal statute in all matters related to this vehicle.
 - e. Should the vehicle become inoperable and beyond repair during the term of this agreement, the vehicle will be returned to the **Service** at the **Cooperator's** expense.
 - f. The **Cooperator** will ensure that the vehicle is housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this agreement.
 - g. The **Cooperator** will bear the entire cost of maintenance, repair, and operation of this vehicle while in the **Cooperator's** possession.
 - h. The **Cooperator** must design, operate, and maintain each vehicle in a roadworthy and legal condition,

- i. The **Cooperator** will not put the vehicle into use prior to certification by the **Service** that it is in operational condition.
 - j. The **Cooperator** will provide a certified vehicle weight of the completed vehicle to the **Service**.
3. To use equipment acquired under this agreement exclusively for fire protection and other emergency response for which the **Cooperator** has jurisdictional authority.
4. To indemnify and hold harmless the **Service** and its officers, directors, agents and employees from any liability related to this equipment, including but not limited to the use and repair thereof.
5. Post the following nondiscrimination statement at its offices, at the public service delivery contact point and include, in full, on all materials regarding such **Cooperators'** programs that are produced by the **Cooperator** 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 will at a minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

It is Mutually Agreed and Understood that:

1. The **Service** will provide the **Cooperator** with documents necessary to have a legal title created for the equipment after the **Cooperator** has met all of its obligations described in this agreement.
2. The **Service** will perform a follow up inspection of equipment one year after providing **Cooperator** with title transfer documents to ensure legitimate use of the equipment as mandated by federal regulations. Should the equipment become unusable during this period, it is the responsibility of the **Cooperator** to contact the **Service** and provide supporting documentation on why the item requires disposal prior to the end of one year of use

3. Equipment acquired under this agreement shall not be used for speculative purposes.
4. The **Cooperator** accepts all equipment under this agreement “as is”, “where is” and in the condition received without any warranties of any kind, either expressed or implied, being made by the **Service**. The **Service** is not a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods as described in this agreement.
5. The **Cooperator** will provide access to and the right to examine all records, books, papers, or documents in whatever format relating to DOD-FFP transfers under 10 U.S.C. 2576b to the **Service** and the DOD, including the Office of Inspector General and the Comptroller General of the United States or their authorized representative.
6. Owners of DOD-FFP equipment will cooperate with Federal and State parties to ensure compliance with Federal and State regulations and program and property management requirements.
7. Violation of the terms listed herein may result in the termination of this cooperative agreement and the termination of **Cooperator’s** eligibility for participation in and use of available funds in the rural community fire protection programs.
8. This agreement is not assignable.
9. The terms of this agreement shall be governed by the laws of the state of Texas.
10. This is the entire agreement and any subsequent amendments shall be in writing and signed by both parties.
11. The primary points of contact for each party shall be as follows:

<u>Cooperator</u>	<u>Service</u>
<u>FOR REVIEW ONLY</u>	<u>(Name of Program Coord)</u>
<u>FOR REVIEW ONLY</u>	<u>Texas Forest Service</u>
<u>FOR REVIEW ONLY</u>	<u>P.O. Box 310</u>
<u>FOR REVIEW ONLY</u>	<u>Lufkin, TX 75901</u>

Contracting parties agree to notify the other of any changes in the above. Any notices regarding contract violations or termination shall be made in writing to the point of contact.

12. This contract shall terminate the earlier of: (a) date title passes to the **Cooperator**, (b) date equipment has been returned to **Service**, or (c) 12 months from effective date of agreement.

In witness whereof, the parties hereto have executed this agreement, effective this _____ day of _____, 2010.

Approvals

Cooperator

FOR REVIEW ONLY

Signature

FOR REVIEW ONLY

Title (Please Print)

FOR REVIEW ONLY

Date

Service

Signature

Director

Title

Date

Signature

Chief, Fire Operations

Date