



WASHINGTON STATE DEPARTMENT OF
Natural Resources

PETER GOLDMARK
Washington State Commissioner of Public Lands

February 25, 2009

North Kitsap Fire & Rescue
Wayne Kier
26642 Miller Bay Road NE
Kingston, WA 98346

RE: Firefighter Property Program Agreement #IAA-09-216

Dear Assist. Chief Kier:

Enclosed is your fully executed FEPP and Firefighter Property Agreement.

We look forward to finding equipment that supports your wildland needs. Please don't hesitate to call me at (360) 902-1315, with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Bannon".

Bob Bannon
Fire District Assistance Manager

BB:vl

Enclosures

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands
INTERAGENCY AGREEMENT**

FIREFIGHTER PROPERTY ASSISTANCE

North Kitsap Fire & Rescue

Agreement No. IAA-09-216

This Agreement is entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as DNR, and North Kitsap Fire & Rescue hereinafter referred to as District.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015(5), and by the District, under the authority of RCW 52.12.031, in conformity with RCW 39.34, the Interlocal Cooperation Act.

Purpose: This Agreement addresses the terms and conditions for: (1) all federal excess property sub-loaned by DNR to the District under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); and, (2) the transfer of ownership of firefighting property by DNR to the District under the Rural Fire Department Equipment Priority Act, 10 USC 2576b.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

SECTION 1: FEDERAL EXCESS PERSONAL PROPERTY

- 1.01 Federal Excess Personal Property:** Upon request from the District, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Federal Excess Personal Property (FEPP) acquired under the Federal Property and Administrative Services Act, DNR will sub-loan FEPP to the District on a most needed basis.
- 1.02 Equipment Acquisition:** The District is required to complete an Equipment Needs Request, in the form provided by DNR, and submit its needs in January of each year to DNR. DNR will acquire FEPP suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible fire districts and Departments with the priority for districts and departments with the greatest need. Equipment will be made available "as is," with no disclosure or warranty of implied condition.
- (1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.
 - (2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP is prohibited.

1.03 Identification: DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

1.04 Equipment Use, Refurbishment, and Maintenance Requirements:

- (1) The District agrees to accept FEPP in "as is" condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The District may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. If equipment is not put into service within one year, or the District does not receive written approval from DNR for an extension, DNR will notify the District of an "in service" violation and immediately reallocate or dispose of the item.
- (2) All vehicles and trailers must be registered and licensed by the District through the Washington Department of Licensing, and copies of the registration provided to DNR.
- (3) The District must remove all military or federal governmental exterior logos, insignias, and identification numbers from the FEPP prior to placing the unit in service.
- (4) Equipment will be painted with the District's standard color(s) when existing paint is badly deteriorated, faded, peeling, or the original paint is either camouflage or olive drab.
- (5) Cannibalization. Cannibalization is the practice of disassembling unserviceable equipment to use serviceable parts on similar units. The removal of any parts other than minor items is cannibalization. The District may strip components from one or more pieces of equipment to create a usable apparatus subject to written approval of the US Forest Service through DNR. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District will notify DNR immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service and General Services Administration (GSA).
- (6) In case of loss, theft, damaged, destroyed, or vandalized property, the District is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate forms to the District for documentation, and to the US Forest Service for appropriate action. If gross negligence is involved, the District may be required to pay fair market value for the FEPP or repair or replace the property at the District's expense.

1.05 Property Disposal: The District agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District's facility. The District agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

1.06 Property Inventory/Audit: Upon request by DNR, the District agrees to make items available for the purpose of conducting a physical inventory and to facilitate a program review. The District shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District is required to maintain property records for a minimum of 5 years after acquisition of all non-consumable FEPP (i.e. registration, insurance, final disposal).

1.07 Business Auto Policy (BAP) Insurance: For vehicles on loan through this agreement, the District must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include "Any Auto" category.

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage Injury (including death) that arises out of or in connection with the performance of this Agreement	\$1,000,000

SECTION 2: FIREFIGHTER PROPERTY PROGRAM

2.01 Firefighter Property Program: Upon request from the District, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), as provided by the Rural Fire Department Equipment Priority Act, DNR will transfer such equipment to the District on a most needed basis.

2.02 Equipment Acquisition: The District is required to complete an Equipment Needs Request, in the form provided by DNR, and submit its needs in January of each year to DNR. DNR will acquire and transfer ownership of FFP equipment suitable for use in providing fire and emergency medical services, including personal protective equipment and equipment for communication and monitoring. Equipment will be made available on a priority basis to Districts which have been determined by DNR to have the greatest need. Equipment will be made available "as is" with no disclosure or warranty of implied condition.

2.03 Title and Ownership:

- (1) Title to all non-consumable equipment not requiring demilitarization will be passed to the District at the time the equipment is received by the District. The District must register and transfer title to any vehicle obtained from the FFP based on applicable state law. The vehicle must be registered in the name of the District.
- (2) Ownership of equipment with military demilitarization codes, C, D and F, will not be transferred to the District. Ownership of those items shall remain with the US Forest Service.

2.04 Equipment Use:

- (1) All FFP equipment shall be refurbished and put into service for firefighting, direct support of firefighting or emergency services programs within one year of acquisition. The District may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. If equipment is not put into service within one year, or

the District does not receive written approval from DNR for an extension, DNR may suspend the District from the program.

- (2) Within one year after acquisition, DNR will request proof from the District the vehicle is in service.
- (3) District use of FFP equipment must be for its intended purpose. Personal use is prohibited.
- (4) Cannibalization of FFP equipment is prohibited.
- (5) All military or federal governmental exterior logos, insignias, and identification numbers must be removed prior to putting the unit into service.

2.05 Inventory Disposal Demilitarization Items: FFP items identified by DOD as requiring demilitarization (DEMIL codes C, D and F) will be tracked and inventoried in the Forest Service Federal Excess Property Management Information system (FEPMIS) until final disposition. The District is required to return those items to the nearest DOD Defense Reutilization Marketing Office (DRMO) Demil site. If a DOD Demil site is not close, the District may be allowed to Demil the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The Forest Service and DNR will coordinate demilitarization activities through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

2.06 Records: The District agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District is required to maintain property records for a minimum of 5 years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

SECTION 3: GENERAL

3.01 Renegotiation and Modification: The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1st and March 1st of any year. Any modification or amendment of this Agreement must be in writing and signed by duly authorized agents of the Parties.

3.02 Assignment and Delegation: This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach.

3.03 Remedies: Any remedy exercised by either Party shall not be deemed exclusive, and either Party may pursue any and all other remedies available to it under the law.

3.04 Non-Waiver: Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.

- 3.05 Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 3.06 Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not effect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared to be severable.
- 3.07 Termination:** This Agreement may be terminated by either Party upon ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15th and October 15th of any year due to the fire danger during this period. Termination of this Agreement makes the District ineligible to participate in either FEPP or FFP.
- 3.08 Compliance with Laws.** District shall comply with all applicable federal and state laws and regulations related to the Federal Excess Personal Property and Firefighter Property Programs.
- 3.09 Term of Agreement:** This Agreement shall be effective from the date of the last signature for a term of five years unless otherwise terminated in accordance with the terms of this Agreement.

This Agreement supersedes all previous agreements.

North Kitsap Fire & Rescue

Dated Feb. 13, 2009

By Wayne E. Kier

Title Assistant Chief

Address 26642 Miller Bay Road NE
Kingston WA 98246

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated 2/24, 2009

By Adam P. ...

Acting Division Manager
Resource Protection Division
1111 Washington ST SE
P.O. Box 47037
Olympia, WA 98504-7037

Approved as to form only:
By Michael Rollinger
Assistant Attorney General
for the State of Washington
January 11, 2007