

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on, April 3, 2017 by Maine Fire Chiefs Association hereinafter referred to as the MFCA and Maine Forest Service hereinafter referred to as MFS, and collectively known as the “Parties” for the purpose of establishing and achieving various goals and objectives relating to the Department of Defense (DoD) Fire Fighter Property Program hereinafter referred to as the FFP program as administered by MFS.

I. PURPOSE:

The parties intend for this Memorandum to provide the cornerstone and structure for collaboration between MFS and MFCA for the DoD FFP Program, allowing local paid or unpaid municipal fire departments access to firefighting assets for the purpose of structural fire suppression, fire prevention, firefighter safety, and emergency medical services only. Fire Departments requesting wildland fire equipment must go through the Maine Forest Service.

II. OBJECTIVE:

The parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a cooperative working relationship for the acquisition and management of FFP. MFS has developed a standard operating procedure (SOP) for this program that meets the approval of the USDA Forest Service, therefore the MFCA would administer the program in accordance with the MFS SOP along with rules and regulations set forth by the USDA Forest Service.

III. RESPONSIBILITIES:

THE MAINE FIRE CHIEFS ASSOCIATION SHALL:

1. Request transfer of FFP to authorized local municipal fire departments paid or unpaid who will place the FFP into service and use for fire or emergency services for a minimum of one year. Only structural, rescue or emergency medical service equipment and vehicles that meet NFPA standards will be considered.
2. Administer, account for, use and dispose of FFP in accordance with MFS and USDA Forest Service and applicable Federal regulations, handbooks or other written direction. These regulations are summarized in the FFP Standard Operating Procedures with the MFS and USDA Forest Service. MFCA agrees to comply with current and future amended regulations. The regulations are published in the Federal Property Management Regulation (FMR 101-102), The Defense Material Disposition Manual (DoD 4160.21-M), and the Defense Demilitarization Manual (DMS-I 4160.14).
3. Establish controls necessary to account for, manage, use, and dispose of FFP, which is further assigned to other local cooperators or users in accordance with the MFS Standard Operating Procedures. The Federal Excess Property Management Information System (FEPMIS) will be used to meet this requirement.

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4. Perform physical inventory of demilitarization-required FFP and reconcile to property accounting records at least once every two years or as requested by MFS property management officer.
5. Provide to MFS representative access to and the right to examine all records, books, papers, or documents relating to the FFP. This requirement shall also apply to all other local governments using FFP.
6. Provide the MFS with the names of two Maine Fire Chiefs for their approval who will be the program coordinators.
7. Coordinators would approve a maximum of 2 screeners per county (32 total) and forward to the MFS, who will in turn contact the USDA Forest Service for their approval to gain access to the RTD Web.
8. MFCA will be solely responsible for administering the MFCA (FFP) program for equipment and vehicles that they have acquired, assuring that all procedures and requirements are being met and that all items being requested and received are acceptable under the FFP. The MFCA holds harmless the MFS and state of Maine for an actions taken by the MFCA in relationship to this program and Memorandum.
9. Once a FFP item has been requested by a municipality, the MFCA shall provide to MFS a signed copy of the DOD FFP Cooperator agreement.
10. MFCA will be solely responsible for any cost associated with the MFCA FFP program, to include but not limited to training for coordinators. The fire departments requesting the items will pay for transportation and agree to pick up the items within 10 days. The MFS will not be responsible for any cost as it relates to the MFCA FFP program.

THE MAINE FOREST SERVICE SHALL:

1. Provide the MFCA with the Standard Operating procedures, manuals or publications, and any subsequent changes and instructions relating to the FFP program. These materials may be provided via the internet.
2. Provide guidance and direction to the MFCA in the management and disposal of FFP.
3. Forward a current signed copy of the Memorandum to the USDA Forest Service. Memorandums are considered current if both signatories are valid.
4. Provide the required documentation necessary to the USDA Forest Service to allow MFCA Coordinators access to the FEPMIS database.

OTHER TERMS OF AGREEMENT:

1. This agreement will be governed by OMB Circular No. A-87, Cost principles for State, Local, and Indian Tribal Governments and Non-Profit Organizations.

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2. The MFCA and fire departments that participate in the FFP program may gain ownership of non-Demil FFP after 2 years of the item being in service. The MFCA is responsible for contacting the DRMO to apply for the title for vehicles and will remove titled vehicles from FEPMIS.
3. Nothing herein shall be construed as obligating MFS, USDA Forest Service, or the DoD to expend funds or as involving the United States in any contract or other obligations for future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
4. MFS and MFCA will assign 3 members each to sit on an advisory committee to monitor the program and to make recommendations on changes that it feels are needed for the betterment of the program.

The committee will also be responsible for determining if the Memorandum will be extended 30 days prior to the lapse of the Memorandum.

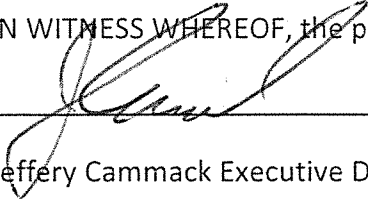
5. This agreement shall be effective upon execution by the parties hereto and be renewed by both parties for a maximum of 3 years from the time of execution, unless terminated by either party in writing.
6. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the MFCA shall be ineligible to continue participation in the FFP program. Upon termination of this agreement all demilitarization required FFP acquired by the MFCA will be returned to the MFS, acquired items will be kept by the participating municipal agencies for use or disposed of as required by the policies and procedures of the FFP program. Prior to terminating MFCA eligibility for cause, the MFS shall attempt alternative resolutions. Any alternative resolution shall require completion by the MFCA within three months.
7. The MFCA and the MFS will perform joint reviews to ensure compliance with the FFP program standard operating procedures and other applicable statutes and regulations, and to recommend changes to improve the program or to bring it into compliance with the program and property management requirements. The USDA Forest Service and the DoD may participate in reviews or conduct audits if deemed necessary.
8. Modifications to this Memorandum 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.
9. This agreement in no way restricts the MFCA or the MFS from participating in similar activities with other public or private agencies, organizations, and individuals.

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AUTHORIZED REPRESENTATIVES:

By signature below, the MFCA 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 memorandum.

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

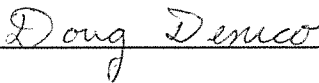


Jeffery Cammack Executive Director

Maine Fire Chiefs Association

4-4-17

Date



Douglas Denico, State Forester

Maine Forest Service

4-24-17

Date