



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

Operating Handbook

Federal Excess Personal Property & Firefighter Property

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Introduction

Mission Statement

Work collaboratively with local and rural fire agencies, Department of Defense (DOD), and USDA Forest Service (USFS) to develop and implement federal excess property programs that provide Washington fire agencies with equipment suitable for low cost conversion in support of firefighting and emergency service missions; that are consistent and compliant with federal program requirements; and that assure equity among participating agencies.

Purpose

This handbook provides guidance and direction for implementation of the Federal Excess Personal Property (FEPP) and Firefighter Property (FFP) programs to include: (1) all federal excess property sub-loaned by DNR 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), hereinafter referred to as the Federal Excess Personal Property program; and (2) the transfer of firefighting and emergency service property, facilitated by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b, hereinafter referred to as the Firefighter Property program.

Guidance and direction found in this handbook supplements Federal Excess Personal Property and Firefighter Property agreements that DNR has entered into with the United States Department of Agriculture Forest Service, and with Washington State fire districts and fire departments. This handbook may be updated periodically to reflect changes to the Federal Excess Personal Property and Firefighter Property programs.

Acronyms/Definitions

District/Department	Local and rural fire agencies within Washington State comprised of fire districts, fire protection districts, regional fire authorities, fire departments, volunteer fire departments
DLA	Defense Logistics Agency
DNR	Department of Natural Resources
DOD	United States Department of Defense
FEPP	Federal Excess Personal Property program
FEPP "Tracked" Property	Property with an original acquisition cost of \$5,000 or more and/or property designated as sensitive
FEPP "Non-tracked" Property	Property with an original acquisition cost less than \$5,000 and not designated as sensitive
FEPMIS	Federal Excess Property Management Inventory System
FFP	Firefighter Property program
GSA	General Services Administration
USFS	United States Department of Agriculture Forest Service

What is the Federal Excess Personal Property (FEPP) program?

FEPP is a federal program that allows for the loan of excess federal property to state and local fire agencies for the purpose of fire protection. DNR, through cooperative agreement with the USFS, manages the FEPP program for Washington State, and maintains the inventory for all FEPP. DNR sub-loans FEPP to participating District/Departments through a cooperative agreement. The FEPP program has been a significant benefit to DNR and District/Departments for several years, and many District/Departments across the state currently have assigned FEPP. However, the majority of equipment acquired through this program is now available through the Firefighter Property (FFP) program. As a result, DNR utilizes the FFP program for the majority of excess property acquisitions. Program administration is the responsibility of DNR Wildfire Division's Fire District Assistance program.

What is the Firefighter Property (FFP) program?

FFP is a federal program that allows for the transfer of excess Department of Defense (DOD) property to state and local fire agencies in support of fire protection and emergency service missions. The DOD authorizes the USFS to act as the agent of DOD for the transfer of DOD property through a Memorandum of Understanding. DNR, through cooperative agreement with the USFS, manages the FFP program for Washington State. Through cooperative agreement with participating District/Departments, DNR facilitates the acquisition of FFP for District/Departments. DNR also acquires FFP to support the DNR's firefighting and emergency service missions. With the exception of specific "controlled property", recipients receive ownership of transferred FFP. Program administration is the responsibility of DNR Wildfire Division's Fire District Assistance program.

DNR FEPP/FFP Organization

The DNR FEPP/FFP programs are administered through the Fire District Assistance program under the DNR Wildfire Division. The Fire District Assistance program handles all program administration and ensures that District/Department and DNR program users remain in compliance with all FEPP and FFP procedures and policy.

The DNR State Forester is the "accountable" officer for DNR. The Fire District Assistance Manager (FDA Manager), delegated through the DNR State Forester, is responsible for administration of the program. The DNR Fire District Assistance Specialists (FDA Specialist) are responsible for day-to-day operations of each program.

Eligibility

The DNR FEPP/FFP programs are available to all District/Departments within Washington State that meet the requirements below, and to DNR. The programs target, but are not limited to, District/Departments with wildland and structure fire missions in rural areas. The FFP program also provides equipment in support of emergency service functions performed by the District/Department.

- District/Department has a current agreement in place with DNR that addresses program terms and conditions.
- FEPP/FFP equipment is acquired for the support of District/Department fire protection and emergency medical service missions
- "For Profit" fire districts are not eligible for FEPP
- Universities and Community Colleges that teach wildland fire science are not eligible for FEPP.
- FEPP/FFP program eligibility is subject to termination for failing to comply with program requirements.

Prioritization

DNR considers the following in prioritizing allocation of FEPP and FFP. Additional criteria may also be utilized:

- Newly formed District/Departments
- District/Departments having a current fire response agreement with the DNR
- District/Department need
- DNR Region input
- Length of time since DNR received the District/Department FEPP or FFP request (older requests may be filled first)
- FFP requests that will replace FEPP currently assigned to the District/Department
- For USFS FEPP engines, District/Departments that border or have mutual aid agreements with the National Forest exceeding the engine
- Past District/Department compliance with program requirements
- District/Departments serving communities with a population of 10,000 or fewer residents.
- District/Departments serving a community of more than 10,000 residents, providing their service area includes a rural area or rural community of fewer than 10,000 residents

Section 1 – (FEPP) Federal Excess Personal Property

1.01 Federal Excess Personal Property

Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and the DNR Cooperative Agreement to administer, account for, use and disposal of Federal Excess Personal Property (FEPP) acquired under the Federal Property and Administrative Services Act, DNR will sub-loan eligible FEPP to the District/Department. Federal regulations are amended from time to time and District/Department agrees to comply with current and future regulations.

Ownership of all non-consumable FEPP shall remain the property of the USFS. FEPP will only be allocated when all of the following conditions are met:

1. District/Department has a current Fire District Assistance (FDA) agreement with DNR and is in compliance with the agreement terms and FEPP program requirements
2. Screening is completed by an approved DNR screener and all acquisition rules are followed
3. District/Department has demonstrated proper use and accountability in the past
4. The equipment will be restored and ready for use within 1 (one) year of receipt

1.02 Property Allocation

The District/Department is required to identify its needs by completing an equipment request form provided by DNR (form is available on the [DNR Fire District Assistance](#) webpage).

1. Submit equipment requests as directed on the request form
2. Requests will be prioritized as described under “Prioritization” above
3. DNR will retain a list of requests. Unfilled requests will expire after one year unless extended. District/Departments are responsible to monitor their request expiration and request an extension or submit a new request to assure their requests remain active.

1.03 Property Acquisition

1. DNR acquires FEPP through loan from the USFS and sub-loans FEPP to the Fire District/Department. The USFS retains ownership.
2. DNR will maintain and update all FEPP acquisition and inventories in the FEPMIS database.
3. All acquisitions must be approved in advance by:
 - (1) DNR Accountable Officer, and
 - (2) USFS Region 6 PMO or USFS National FEPP Manger
4. The District/Department agrees to accept FEPP in “as is” condition, and to refurbish, equip, repair, and maintain it at no cost to DNR.
5. DNR facilitates coordination between the District/Department and the holding agency (entity with possession of the FEPP) to allow for transfer to the District/Department
 - 1) DNR provides completed SF-122 form to the District/Department
 - 2) District/Department schedules with the holding agency to arrange for pick-up/delivery of FEPP
 - 3) All shipping/transportation costs are the responsibility of the District/Department.

- 4) District/Department may decline to accept FEPP if the condition is not acceptable to them prior to taking possession of the FEPP. Once the District/Department has removed/transported the FEPP, then they must follow FEPP disposal processes to return it.
- 5) Within 30 days of the SF 122 approval date, DNR will receipt in FEPMIS
6. Registration and licensing
 - 1) All vehicles and trailers must be registered and licensed by the District/Department through the Washington Department of Licensing
 - 2) Registration must show USFS as “legal” owner and District/Department as “registered” owner.
 - 3) Provide DNR with a copy of the registration
 - 4) Contact DNR if there are issues obtaining proper registration
7. Property Identification

All non-consumable FEPP shall be marked with a federal inventory number and tag.

 - 1) The DNR will mark and tag non-consumable FEPP with a federal identification number and tag prior to allocating equipment to Districts/Departments or to DNR.
 - 2) When equipment goes directly from the holding agency to the District/Department, DNR will provide the District/Department with an inventory number and tag for placement on the equipment.
 - 3) The District/Department is responsible to ensure that the inventory number and tag remain legible on assigned equipment, or replaced if necessary.
 - 4) The following tags will be on sensitive and non-consumable property whenever practical:
 - (1) PP Permanent FEPP Tag (aluminum or vinyl) or AG Permanent FEPP tag (legacy)
 - (2) "Federal Property - Fire Use Only" tag in a highly visible location

1.04 Use, Refurbishment, and Maintenance Requirements

1. FEPP must be used in direct support of the District/Department fire program
 - 1) 90% of FEPP usage will be for fire protection purposes
 - 2) 10% of usage is allowed for “non-planned” non-fire use
 - 3) Equipment to support response to a national emergency, where loss of life or property is imminent is considered part of the 90% usage
2. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District/Department is prohibited.
3. In-service requirements:
 - 1) FEPP must be put into service within one year of acceptance. The District/Department may receive an extension of the one-year time limit for good cause upon written explanation submitted to DNR prior to the one-year acceptance date.
 - 2) If FEPP is not put into service within one year and the District/Department does not receive written approval from DNR for an extension, DNR will notify the District/Department of an “in service” violation and reallocate or dispose of the item.
 - 3) District/Department will provide DNR notice of FEPP in-service date and photos of the equipment in-service
 - 4) Painting and Removal of Governmental Logos
 - (1) Prior to placing FEPP in service, the District/Department must remove all military or governmental exterior logos, insignias and identification numbers.

- (2) FEPP must be painted when original paint is deteriorated or peeling. In addition, remove or paint over all military paint patterns for vehicles, trailers, and other equipment operated on public roads.
4. Maintenance and Storage
 - 1) FEPP should be maintained to the same standard as District/Department owned equipment.
 - 2) To the extent possible, FEPP should be stored in a fashion to minimize deterioration from exposure to weather and other environmental factors
5. Cannibalization is the practice of disassembling **unserviceable** FEPP to use serviceable parts on similar units. The removal of any parts other than minor items is cannibalization.
 - 1) It is permissible to strip components from one piece of FEPP to create a usable apparatus subject to **written approval of the USFS through DNR**.
 - 2) The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize.
 - 3) The District/Department will notify DNR immediately after cannibalization is complete.
 - 4) Items worth \$5,000 or more must continue to be tracked in DNR inventory.
 - 5) DNR will dispose of remaining components through the USFS and General Services Administration (GSA).
6. FEPP Components
 - 1) FEPP parts can only be used on other FEPP Equipment.
 - 2) "Tracked" FEPP (e.g. tank, pump) may be used on other than FEPP equipment (e.g. on vehicles) as long as it is removable, is identified with an assigned federal identification number, and is tracked in FEPMIS.
 - 3) "Non-tracked" FEPP may be used on other than FEPP equipment as long as it is removable and is identified as FEPP equipment.
 - 4) All FEPP (Inventory and Non-inventory) must be identified as federal equipment, and disposed of per FEPP program requirements.
7. Loss, theft, damaged, destroyed, or vandalized property
 - 1) The District/Department is required to notify DNR within 48 hours of occurrence
 - 2) Upon notification, DNR will submit or request appropriate forms to/from the District/Department for documentation, and to the USFS for appropriate action.
 - 3) If the property is insured, USFS must receive a share of any insurance proceeds equal to their ownership share in the property.
 - 4) If gross negligence is involved, the District/Department may be required to pay fair market value for the FEPP or repair or replace the property at District/Department expense.
8. Renting or Leasing FEPP
 - 1) It is not generally permissible to rent or lease FEPP equipment on a regular, planned basis.
 - 2) FEPP may be loaned, however, to other fire or emergency organizations during an emergency. When used by another party and fees are charged the user, FEPP amortization, depreciation or replacement cannot be included as part of the charges. Generally, the only recoverable costs are "out-of-pocket" costs for equipment and fuel.

1.05 Inventory/Review/Audit

1. Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting physical inventories, program reviews, and audits.
2. The District/Department 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.

3. Record Controls
 - 1) The District/Department is required to maintain property records for a minimum of six (6) years and three (3) months after acquisition of all non-consumable FEPP (i.e. registration, insurance, final disposal)
 - 2) DNR will maintain adequate records necessary to control FEPP. All file records will be retained for six (6) years three (3) months. These records must provide an audit trail for all FEPP property from receipt to transfer, turn-in, or disposal.
4. Physical Inventory
 - 1) DNR will conduct a 100% physical inventory of “tracked” FEPP on loan to District/Departments and DNR. DNR may also elect to inventory all or a portion of “non-tracked” FEPP. Tracked FEPP is defined as:
 - (1) Equipment with an original acquisition value of \$5,000 or greater
 - (2) Vehicles, trailers and other equipment requiring state registration for use on public roads
 - (3) Other items designated as sensitive
 - 2) DNR inventories will be completed and certified by DNR every two years with a due date of March 31 on even numbered years (i.e. March 31, 2020, March 31, 2022, etc.)
 - 3) Inventory sheets will be completed for each inventoried item and FEPMIS updated to reflect corrections.
 - 4) Equipment not in compliance with FEPP program requirements will be identified and the District/Department notified of necessary corrective action. If the District/Department is unable to, or elects not to bring equipment into compliance, the equipment will be disposed of/transferred following FEPP program processes.
 - 5) All FEPP equipment that is no longer in use will be identified for disposal/transfer.
5. Program Review
 - 1) USFS will conduct a program review a minimum of once every five years.
 - 2) The review will include a 10% sample of tracked FEPP across the state.

1.06 Disposal

The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used Equipment to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department facility unless arranged otherwise by DNR. The District/Department will remain as “custodian” of the property remaining at a District/Department facility, and the District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process. Proper disposal of FEPP is critical to maintaining a compliant statewide program. Improper disposal of FEPP jeopardizes the state’s ability to continue participation in the program.

1. Reallocation
 - 1) FEPP no longer needed by a District/Department may be transferred to another eligible District/Department with prior approval from DNR.
 - (1) DNR will determine the highest priority for where equipment should be placed, and will help facilitate the transfer.
 - (2) The transferring District/Department cannot receive reimbursement for USFS owned FEPP property. The District/Department can receive reimbursement for or remove any District/Department owned equipment that has been added to the FEPP property (e.g. tanks, pumps, and other items that a District/Department previously owned or bought in order to convert a FEPP vehicle into an engine).

- (3) The transferring and receiving District/Departments must sign a DNR FEPP transfer form identifying the FEPP equipment and the date of transfer.
- (4) Vehicles, trailers and other FEPP used on public roads must have the Washington Department of Licensing registration transferred to the receiving District/Department in a reasonable timeframe. All registrations must show USFS as the legal owner.

2. Disposal

- 1) All FEPP, "tracked" and "non-tracked" with the exception of consumable "non-tracked" (see below), must be processed for disposal when no longer needed.
- 2) District/Department submits a DNR FEPP Disposal form identifying the equipment for disposal.
- 3) District/Department remains the property custodian until completion of the process (estimated 10 - 12 weeks).
 - (1) District/Department may remove any equipment additions or improvements that they own, as long as removal does not result in an operable piece of equipment becoming inoperable. Examples of District/Department owned components that may be removed are tanks, pumps, reels, hose, sirens, and light bars.
 - (2) District/Department may remove, with prior permission from DNR, any FEPP components not needed for the basic operation of the equipment. An example is the removal of a FEPP light bar, siren, tank, pump, hose reel for use on another FEPP vehicle.
 - (3) You may not remove, without prior permission from DNR, any original parts that will make the equipment unsafe or inoperable. This includes engine parts, mirrors, door handles, shift levers, and other miscellaneous parts.
- 4) DNR facilitates the disposal process
- 5) Disposal process results in one of the following:
 - (1) The FEPP is transferred to another government agency or eligible donee.
 - (2) The FEPP is sold at public auction.
 - (3) The FEPP does not transfer or sell. In this case, the USFS approves an alternate disposal method (e.g. scrapping).
 - (4) After disposal, the USFS removes the FEPP from the DNR FEPP inventory.
- 6) "Consumable" Non-Tracked Property

The following FEPP equipment is considered "consumable" and may be disposed of locally, without prior authorization, after its useful life:

- (1) Tires
- (2) Fire hose & hose fittings
- (3) Batteries

If any of the equipment listed as "consumable" has salvage value or has significant useful life remaining, it should be reported to DNR for transfer or sale. It is acceptable to reuse parts of the consumable property (such as hose ends) without authorization. Contact DNR if the District/Department has FEPP equipment not listed in this section.

Section 2 – (FFP) Fire Fighter Property

2.01 Fire Fighter Program (FFP)

The Firefighter Property (FFP) Program refers to excess Department of Defense (DoD) property that is suitable for use in providing fire and emergency services. The DOD authorizes the United States Department of Agriculture, Forest Service to transfer DOD property through a Memorandum of Agreement. DNR, through cooperative agreement with USFS, is responsible in determining whether property is suitable for use by fire protection and emergency service activities within their states. The 1706 program, better known as the Firefighter Property (FFP) program, is intended to assist State and local firefighting and emergency service agencies in acquiring excess DOD property.

Upon request from the District/Department, and subject to District/Department compliance with the requirements imposed by law and a current Cooperator Agreement with DNR to administer, account for, use and dispose of Department of Defense (DOD) excess property, DNR will facilitate transfer of such property to the District/Department under the Firefighter Property (FFP) program, as authorized by 10 U.S.C. 2576b. Federal regulations are amended from time to time and District/Department agrees to comply with current and future regulations.

FFP will only be allocated when all of the following conditions are met:

1. District/Department has a current Fire District Assistance (FDA) agreement with DNR and is in compliance with the agreement terms and FFP program requirements
2. Screening is completed by an approved DNR screener and all acquisition rules are followed District/Department has demonstrated proper use and accountability in the past
3. The equipment will be restored and ready for use within 1 (one) year of receipt

2.02 Property Allocation

The District/Department is required to identify its FFP needs by completing a request form provided by DNR (form is available on the [DNR Fire District Assistance](#) webpage). FFP will be transferred “as is” with no disclosure or warranty as to implied condition.

1. Submit equipment requests as directed on the request form
2. Requests will be prioritized as described under “Prioritization” above
3. DNR will retain a list of requests. Unfilled requests will expire after one year. District/Departments are responsible to monitor their request expiration and submit a new request to assure their requests remain active.

2.03 Property Acquisition

1. DNR acquires FFP for Districts/Departments through the Defense Logistics Agency’s (DLA) “Reutilization, Transfer and Donation (RTD)” system. RTD provides access to FFP from DLA sites throughout the U.S.
2. All acquisitions must be approved in advance by:
 - 1) USFS Region 6 PMO, and
 - 2) Defense Logistics Agency
3. DNR will facilitate transfer of FFP equipment suitable for use or conversion to use in support of the District/Department’s firefighting and emergency service missions.
 - 1) All shipping/transportation costs are the responsibility of the District/Department.
 - 2) The District/Department agrees to accept FFP in “as is” condition, and to refurbish, equip,

repair, and place into service at no cost to DNR

- 3) DNR will provide the District/Department with information, details, photos and location of screened FFP equipment.
- 4) FFP must be removed from DLA sites within 14 days of acquisition. Dates may be extended for certain circumstances based on DLA availability and approvals.
 - (1) DLA will generate a 1348-1A form to be signed by the entity picking up the FFP equipment (usually the District/Department or third-party transport company). The District/Department is responsible for ensuring a signed copy of the 1348-1A is provided to DNR upon delivery or pickup/removal.
4. Property Identification
 - 1) District/Department will label all FFP with an inventory number provided by DNR.
 - 2) Inventory number must remain readable until all in-service requirements are complete
5. District/Department will provide, at a minimum, the following documentation at the time FFP is received:
 - 1) Signed copy of the 1348-1A form
 - 2) SF-97 request, when applicable, within 48 hours of receiving FFP (see 2.04 4) (1) below)
 - 3) DLA issued SF-97 (Certificate to Obtain Title) when applicable (see 2.04 4) (2) below)
 - 4) State of Washington vehicle registration and title when applicable
 - 5) Signed Demil Q6 notification when applicable (required for all FFP with a Demil classification of Q6). Provides notice that the District/Department agrees to follow U.S. Export Control Regulations and Trade Security requirements on future sale or transfer of Q6 property.
 - 6) Photos of the FFP on location at the District/Department within 48 hours of receiving FFP

2.04 Title and Ownership

1. Conditional ownership and title (when title is applicable) to all non-consumable FFP will be transferred to the District/Department, with the exception of “controlled property” as defined in 2.05 below. Full ownership and title will vest in the District/Department upon meeting the requirements in 2.05 2 below.
2. The sale or transfer of FFP property to non-FFP participants must be in compliance with U.S. Export Control Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). District/Department must notify future purchasers or transferees, in writing, of this requirement. **Refer to Section 2.07 of this Handbook for additional information.**
3. FFP cannot be sold or transferred to non-U.S. citizens, and the sale or transfer of Demilitarization Q6 FFP requires Trade and Securities Commission approval.
4. Title, Registration, and Licensing
 - 1) District/Department will request a Certificate to Obtain Title (SF-97 form) through DNR to the DLA for all vehicles, trailers, and other equipment that will be driven on public roadways. The request should be submitted within 48 hours of receiving the FFP.
 - 2) DLA will provide a completed SF-97 to DNR for issuance to District/Department.
 - 3) District/Department will use the SF-97 to register and title the FFP equipment with the Washington Department of Licensing.
 - 4) District/Department will provide DNR with copies of the SF-97 and Washington State registration

2.05 Use, Refurbishment, and Maintenance Requirements

1. FFP must be used in direct support of the District/Department fire and/or emergency service missions.
 - 1) FFP will not be requested nor issued for cannibalization, for parts, or for speculative use/possible future use.
 - 2) Personal use of FFP is not allowed until all in-service requirements are met and the District/Department has “unconditional ownership”.
 - 3) FFP cannot be obtained for the purpose of warehousing/stockpiling, sale, lease, rent, exchange, barter, to secure a loan, or to otherwise supplement normal State/Local governmental entities budgets.
 - 4) FFP cannot be obtained for the purpose of sale, lease, rent, exchange, barter, to secure a loan, or to otherwise supplement normal state/local governmental entities budgets.
 - 5) Physical fitness equipment, fit for duty health monitoring devices, fabricating materials, warehouse equipment, tools, and other items needed to distribute, maintain and ready property for fire use may be acquired.
2. In-service requirements:
 - 1) All FFP shall be refurbished and put into service in support of the District/Department’s firefighting or emergency services within one year of transfer, at no cost to DNR. In addition, all FFP must be retained and used in fire service for a minimum of one year after being put into service.
 - 2) If the District/Department does not meet the FFP program in service requirements, the District/Department agrees, at no cost to DNR, to return said equipment to the closest DLA/DRMS; or to transfer the FFP as directed by DNR and in compliance with FFP program requirements. In addition, DNR may suspend the District/Department from future participation in the FFP program.
 - 3) One year after placing FFP in service, District/Department will provide proof, in a form acceptable to DNR, that FFP has remained in-service for one year. Upon request, DNR may approve additional time for complex modifications and/or repairs, but “unconditional ownership” will not pass to the District/Department until the modifications and/or repairs are complete.
 - 4) Prior to placing FFP into service, the District/Department must remove all military or governmental exterior logos, insignias and identification numbers. In addition, remove or paint over all military paint patterns (camo) for vehicles, trailers, and other equipment operated on public roadways.
3. Maintenance and storage
 - 1) Non-controlled FFP (Demil A and Q6) that has not met in-service requirements and all “controlled property” should be maintained to the same standard as District/Department owned equipment.
 - 2) To the extent possible, the property should be stored in a fashion to minimize deterioration from exposure to weather and other environmental factors.

2.06 Controlled Property

1. FFP identified by DOD as Demilitarization Code (DEMIL) B, C, D, E, F, G, and Sensitive Q3 (referred to as “controlled property”) remains in the ownership of DOD, and will be tracked and inventoried in the USDA Forest Service Federal Excess Property Management Information system (FEPMIS) until final disposition. The District/Department is required to return controlled property to the nearest DOD Defense Logistics Agency (DLA) Disposition Services site. If a DLA site is not close, the District/Department may be allowed to demilitarize the FFP on site, through crushing, mutilation,

cutting, and to make the item unusable for its original intended use. The USFS and DNR will coordinate demilitarization activities through the Distribution Reutilization Policy Director at the Defense Logistics Agency. Costs required for the District/Department to return or demilitarize controlled property shall be the responsibility of the District/Department.

2. District/Department must request DNR approval prior to removing any parts or components from controlled property, and must return removed parts to the nearest DLA site at its own expense.
3. In case of lost, missing, stolen, or destroyed controlled property the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate forms to the District/Department for documentation, and to the DOD through the USFS for appropriate action. If the FFP is insured, DOD must receive any insurance proceeds.

2.07 U.S. Export Controls

1. Definition - "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - 1) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - 2) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.
2. Sale or transfer of DEMIL A or Q6 property after the 1-year conditional holding and utilization period to non-FFP participants must be executed in compliance with U.S. Export Control Regulations.
 - 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL codes are not a substitute for export controls. They do not provide information on the export control of items.
 - 3) The Transferee is responsible for complying with U.S. export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - (1) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - (2) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations,
 - (3) Information on the EAR and ITAR are at :<https://www.bis.doc.gov/index.php> and <https://www.pmdtc.state.gov>
 - 4) If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmdtc.state.gov/commodity_jurisdiction
 - 5) If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>
 - 6) For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties->

of-concern) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php>

- 7) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.

2.08 Inventory/Review/Audit

1. District/Department agrees to make FFP items available for the purpose of conducting physical inventories, program reviews, and audits.
2. Physical Inventory
 - 1) DNR or its designee will conduct a 100% physical inventory at least biennially on FFP in “assigned” status that is more than one year in service, and on all “Controlled” property.
 - 2) DNR inventories will be completed by December 31 of the year due.
 - 3) Inventory sheets will be completed for each inventoried item and FEPMIS updated to reflect corrections.
 - 4) Equipment not in compliance with FFP program requirements will be identified and the District/Department notified of necessary corrective action. If the District/Department is unable to, or elects not to bring equipment into compliance, the equipment will be disposed of/transferred following FFP program processes.
3. USFS will conduct a program review a minimum of once every five years.

2.09 Records Controls

1. The District/Department will provide access to and the right to examine all FFP, records, books, papers or documents for all equipment transferred under the FFP program to the USDA Forest Service (including its Office of Inspector General), DNR, DOD (including its Office of Inspector General), the Comptroller General of the United States, or their authorized representatives.
2. The District/Department is required to maintain property records for a minimum of six (6) years and three (3) months after receipt of all non-consumable FFP property (i.e., registration, insurance, final disposal).
3. DNR is required to maintain property records for a minimum of six (6) years and three (3) months
 - 1) From the date of disposal or return of all “controlled” property, and
 - 2) From the date of acquisition for Demil A and Q6 property

Section 3 – General Requirements FEPP/FFP

To participate in the FEPP and FFP programs, Districts/Departments must have a current agreement in place with DNR addressing the terms and conditions of the programs. This section highlights requirements of the agreement common to both programs.

3.01 Hold Harmless

To the extent permitted by federal law, District/Department shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property, or injuries, illness or disabilities to or death of any person or legal or political entity including state, local and interstate bodies, in any manner caused by or contributed to by District/Department, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of District/Department, its agents, servants, or employees after the property has been removed from U.S. Government control. The U.S. Government assumes no liability for damages or injuries to any person(s), or property arising from the use of the excess DOD personal property.

3.02 Insurance

The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below to cover damages or injuries to persons or property relating to the use of property obtained under this agreement. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section.

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts.

During the term of the **DNR-District/Department Fire Assistance Agreement**, District/Department must purchase and maintain the insurance coverage and limits specified below:

1. Commercial General Liability (CGL) Insurance or District/Department Equivalent.

District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. 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. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

2. Employer's liability ("Stop Gap") Insurance: District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits

not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- 3. Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form with such insurance covering liability arising out of "Any Auto".

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/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- 4. Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

- 3.03 Non-Discrimination:** During the performance of activities under this Agreement, District/Department shall comply with all federal, state and local non-discrimination laws, regulation and policies. In the event of non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and District/Department may be declared ineligible for further participation in FEPP and/or FFP.
- 3.04 Freedom of Information Act:** Any information furnished to the USDA Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. § 551 et seq).
- 3.05 Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party. Any modification or amendment of this Agreement must be in writing and signed by duly authorized agents of the Parties.
- 3.06 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.
- 3.07 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.
- 3.08 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.
- 3.09 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.
- 3.10 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.

- 3.11 Termination:** This Agreement may be terminated by either Party upon ninety (90) days written notice. Termination of this Agreement makes the District/Department ineligible to participate in FEPP or FFP, and District/Department agrees to dispose of all FEPP per program requirements and all FFP per program requirements.
- 3.12 Compliance with Laws:** The District/Department shall comply with all applicable federal and state laws and regulations that govern each component of this Agreement.
- 3.13 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.