



DEFENSE LOGISTICS AGENCY  
HEADQUARTERS  
8725 JOHN J. KINGMAN ROAD  
FORT BELVOIR, VIRGINIA 22060-6221

IN REPLY  
REFER TO

MEMORANDUM OF AGREEMENT  
BETWEEN  
USDA FOREST SERVICE  
AND  
DEPARTMENT OF DEFENSE

This **Memorandum of Agreement** is hereby entered into by and between the United States Department of Agriculture ("USDA") Forest Service, Fire and Aviation Management, Washington Office, hereinafter referred to as the "Forest Service," and the Department of Defense ("DoD"), hereinafter referred to jointly as "the Parties."

**A. PURPOSE**

The purpose of this Memorandum of Agreement is to provide for Forest Service management of DoD firefighting property transfers authorized under 10 U.S.C. 2576b to be carried out through the Forest Service Federal Excess Personal Property ("FEPP") Program.

**B. FOREST SERVICE SHALL:**

1. Sign an agreement with the State agency with responsibility for distributing property made available under 10 U.S.C. 2576b (which includes any territorial or District of Columbia forestry agency and hereinafter is referred to as 'STATE') in each State which desires to participate in the transfer of DoD firefighting property through the FEPP for property needed for fire protection and emergency services. This agreement shall stipulate that the STATE shall:
  - a. Identify for transfer only DoD firefighting property that can be effectively used by State, territorial, or District of Columbia firefighting and emergency services agencies.
  - b. Administer, account for, use and dispose of DoD firefighting property acquired pursuant to 10 U.S.C. 2576b through the FEPP program in accordance with Forest Service and General Services Administration (GSA) applicable regulations, handbooks or other written direction. Currently the regulations are published in the Federal Property Management Regulations, (CFR 101-41), and the Federal Management Regulations (CFR 102-36). These regulations are summarized in the FEPP Desk Guide. The regulations take precedence over the Desk Guide, which is published as guidance not binding regulation. The regulations are amended from time to time and the STATE agrees to comply with current and future amended regulations.

- c. Establish controls necessary to account for, manage, use, and dispose of said property, which may be further assigned by the STATE to other local cooperators or users in accordance with applicable guidelines.
  - d. With respect to DoD firefighting property transferred under 10 U.S.C. 2576b, provide access to and the right to examine all records, books, papers or documents relating to such property to the DoD, including its Office of Inspector General, the Comptroller General of the United States or his authorized representative, and USDA, including its Office of Inspector General, or their authorized representatives. This requirement shall also apply to all other entities, including local governments, private organizations, recognized Indian Tribes, or individuals that become the users of said property. This provision shall be incorporated into any agreement by the STATE with any other user.
2. Provide the STATE with the FEPP Desk Guide, copies of others applicable Forest Service Manuals or Handbooks if requested, and any subsequent changes and instructions relating to the transfer of DoD firefighting property pursuant to 10 U.S.C. 2576b. These materials may also be provided via the Internet.
  3. Provide guidance and direction to the STATE in the management and disposal of DoD firefighting property transferred pursuant to this Interagency Agreement.
  4. Maintain adequate records necessary to control DoD firefighting property as defined in the FEPP Desk Guide, and provide regular reports on amounts of property disposed of pursuant to this interagency agreement.
  5. Maintain an up-to-date contact list of Department of Defense Activity Address Code (DODAAC) points of contact.

**C. The DoD SHALL:**

1. Authorize the Forest Service to manage DoD firefighting property transfers provided for under 10 U.S.C. 2576b.
2. Write and distribute any internal regulations or guidance necessary to implement this program.
3. Enter into an interagency agreement under the Economy Act, 31 U.S.C. 1535, to pay the Forest Service \$3,750 per year to cover the cost of managing the program for DoD, and shall pay the Forest Service that amount from funds available for that fiscal year.

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY USDA and DoD THAT:**

1. Title to all Firefighter Property Transfer Program property shall pass to STATE upon (a) the STATE taking possession of the equipment (such as removing or having the

equipment removed from a Defense Reutilization and Marketing Office) and (b) the STATE receiving a DD 1348 or SF 97 or both for the equipment. The DD 1348 or SF 97 will indicate which property requires demilitarization (DEMIL codes C, D, & F). The Forest Service will track all equipment requiring demilitarization until final disposition, and will require that the STATE ensure that such equipment is either transferred to another Agency authorized to receive it or is returned to a DRMO when no longer required by the Agency receiving it. The Forest Service will require that the STATE coordinate any such transfers and returns with the Distribution Reutilization Policy Directorate at Defense Logistics Agency prior to the transfer.

2. Designated STATE and Federal parties to this program will perform joint reviews to assure compliance with the FEPP Handbook and other applicable statutes and regulations, and to recommend changes to improve the program or to bring it into compliance with program and property management requirements.
3. FREEDOM OF INFORMATION ACT ("FOIA"). Any information furnished to the Forest Service under this instrument is subject so the Freedom of Information Act (5 USC. 552).
4. MODIFICATION. Modifications of this Memorandum of Agreement shall be made by mutual consent of both parties by the issuance of a written modification signed and dated by all parties, prior to any changes being performed.
5. PARTICIPATION IN SIMILAR ACTIVITIES. This Memorandum of Agreement in no way restricts the Forest Service or DoD from participating in similar activities with other public entities. If it later determines it is in the Government's interest, DOD may transfer particular equipment or particular types of equipment directly to State Firefighting Agencies.
6. TERMINATION. Any of the parties may terminate in writing this Memorandum of Agreement in whole, or in part, at any time before the date of expiration.
7. PRINCIPAL CONTACTS. The principal contacts for this Memorandum of Agreement are:

**Forest Service Project/Administrative  
Contact/**

Ms. Melissa Frey  
Phone: (202) 205-0955  
FAX: (202) 205-1401  
E-Mail: mfrey@fs.fed.us

**DoD Project/Administrative  
Contact**

Ms. Juawice Johnson  
Phone: (703) 767-4321  
FAX: (703) 767-1531  
E-Mail: jj.johnson@dla.mil

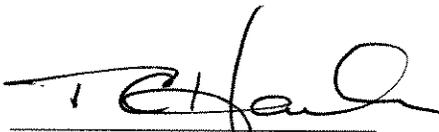
8. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of the termination.

9. COMMENCEMENT/EXPIRATION DATE. This Memorandum of Agreement is executed as of the date of last signature. This agreement will expire at the end of five years unless extended by mutual agreement of the Parties.
10. EFFECT OF EXPIRATION OR TERMINATION. If this Memorandum of Agreement expires or is terminated, it would have a direct effect on the validity of the property agreements between the Forest Service and the STATES, and the Forest Service would manage that termination according to the laws and regulations governing the use of the property.
11. OBLIGATION OF FUNDS. This Memorandum of Agreement does not obligate funds. The Forest Service and DoD separately shall execute mutually agreed-upon documents to transfer funds to the Forest Service to cover the costs of managing this program for DoD.

**AUTHORIZED REPRESENTATIVES.** By signature below, the parties each certify that the individuals listed in the document are representatives of that party and are authorized to act in their respective areas for matters related to this agreement.

**THE PARTIES HERETO** have executed this instrument as of the last written date below.

  
FREDERICK N. BAILLIE  
Executive Director  
Distribution and Reutilization Policy  
Defense Logistics Agency

  
THOMAS HARBOUR  
Director  
Fire & Aviation Management  
Forest Service  
U.S. Department of Agriculture

18 August 2005  
Date

23 AUG 05  
Date