

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife

March 23, 2012

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Land Board Members:

**SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A COOPERATIVE  
AGREEMENT WITH THE U.S. FOREST SERVICE TO PARTICIPATE  
IN THE DEPARTMENT OF DEFENSE FIREFIGHTER PROGRAM (FFP)**

This board submittal requests approval to enter into a cooperative agreement with the U.S. Forest Service in order to participate in the Department of Defense Firefighter Program (FFP)

**BACKGROUND**

The Division of Forestry and Wildlife Fire Management Program currently participates in the Federal Excess Personal Property Program (FEPP) via the U.S. Forest Service. This program allows the Division to acquire fire vehicles and other fire related equipment for its use. These items are on loan to the Division until such time they are no longer needed or have been used beyond its shelf life. It is then returned to the federal government.

The FEPP program also benefits the county fire departments and they, through a cooperative agreement with the Division, currently use the program quite extensively. At present, the Division (including the county fire departments) has a total of 47 fire vehicles valued at \$1.7 million.

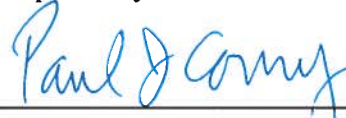
The Department of Defense Firefighter Program (FFP) is similar to the FEPP program. The Division and the county fire departments would acquire the vehicles or equipment and place these items on their inventory for record keeping. After a year, the items are then transferred from the federal government to the Division or counties and become their permanent property.

This is another opportunity for the Division to assist the county fire departments in solidifying their wildfire program through the acquisition of fire engines and other equipment.

RECOMMENDATION

1. That the Board approve the entering of a cooperative agreement between the Division of Forestry and Wildlife and the US Forest Service in order to participate in the Department of Defense Firefighter Program.
2. Authorize the Chairperson to sign the cooperative agreement and authorize the Division of Forestry and Wildlife to administer the program.

Respectfully submitted,



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PAUL J. CONRY, Administrator  
Division of Forestry and Wildlife

ATTACHMENT:

- 1) Cooperative Agreement between USDA Forest Service, Region 5 and State of Hawaii, Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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WILLIAM J. AILA, JR, Chairperson  
Board of Land and Natural Resources

**Cooperative Agreement Between  
USDA Forest Service, Region 5  
And State of Hawaii, Division of Forestry and Wildlife  
for use of  
Firefighter Property  
in the Cooperative Fire Protection Program**

THIS AGREEMENT is entered into by and between the State of Hawaii, by and through the Division of Forestry and Wildlife, hereinafter referred to as the STATE, and the Chief of the Forest Service, United States Department of Agriculture (USDA), by and through the Regional Forester, hereinafter referred to as the FOREST SERVICE.

**I. PURPOSE**

In furtherance of an Economy Act agreement between the FOREST SERVICE and Department of Defense (DoD), this Cooperative Agreement (Agreement) will make available to the STATE excess DoD Firefighter Property (FFP) to use in STATE firefighting activities. The FFP also may be used by local governments, private organizations, or recognized Indian Tribes, who are able to make effective use of the FFP.

**II. MUTUAL INTEREST OF PARTIES**

The STATE meets the requirements of the DoD FFP program, which is authorized under 10 U.S.C. § 2576b, and has an interest in accepting, through the FOREST SERVICE, excess DoD property for the purpose of its firefighting efforts.

The FOREST SERVICE has an interest in implementing an Economy Act agreement with DoD, which provides for the distribution to State agencies of FFP. In addition, part of the FOREST SERVICE mission under the Cooperative Forestry Assistance Act of 1978 is to encourage the use of excess personal property by State and local fire forces, under the Federal Excess Personal Property (FEPP) Program.

**III. AUTHORITIES**

The Cooperative Forestry Assistance Act of 1978 authorizes the FEPP Program (16 U.S.C. § 2106(c) as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the FOREST SERVICE may lend FEPP needed for rural fire protection to the STATE and to local paid or unpaid fire departments for their use.

The DoD FFP Program is authorized by 10 U.S.C. § 2576b, which provides for the transfer to State firefighting agencies of excess DoD personal property that is suitable for use in providing fire and emergency services.

The Economy Act, 31 U.S.C. § 1535, authorizes the FOREST SERVICE to distribute FFP as a service provided to DoD.

**IV. RESPONSIBILITIES**

#### THE STATE SHALL:

1. Request transfer of FFP to authorized State or local governments, private organizations, or recognized Indian Tribes who will use the FFP.
2. Administer, account for, use and dispose of FFP in accordance with FOREST SERVICE and applicable Federal regulations, handbooks or other written direction. These regulations are summarized in the FFP Standard Operating Procedures. However, the statutes and regulations take precedence over the Standard Operating Procedures, which are 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. 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 (DRMS-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 Standard Operating Procedures. The Federal Excess Property Management Information System (FEPMIS) will be used to meet this requirement.
4. Perform physical inventory of demilitarization-required FFP and reconcile to property accounting records at least once every two years or as requested by the Forest Service Property Management Officer.
5. Provide to the FOREST SERVICE (including its Office of Inspector General), DoD (including its Office of Inspector General), and the Comptroller General of the United States, and their authorized representatives access to and the right to examine all records, books, papers, or documents relating to FFP. This requirement shall also apply to all other recipients, including local governments, private organizations, recognized Indian Tribes, or individuals who become the users of FFP. This provision shall be incorporated into any agreement between the STATE with all other users.

#### THE FOREST SERVICE SHALL:

1. Provide the STATE 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 STATE in the management and disposal of FFP.
3. Maintain adequate records necessary to control FFP as defined in the Standard Operating Procedures.

#### V. 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 audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. The STATE may gain ownership of FFP at its discretion, as long as program requirements are met.

3. Nothing herein shall be construed as obligating the FOREST SERVICE or DoD to expend funds or as involving the United States in any contract or other obligations for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
4. This agreement shall be effective upon execution by the parties hereto and be renewed by both parties for a maximum of five (5) years from the time of execution, unless terminated by either party in writing. This agreement supersedes all prior agreements related to the FFP program.
5. 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 STATE shall be ineligible to continue participation in the FFP program. Upon termination of this agreement all demilitarization-required FFP acquired by the STATE shall be returned to DoD Distribution Services. Prior to terminating a STATE's eligibility for cause, the FOREST SERVICE shall attempt alternative resolutions.
6. The STATE and the FOREST SERVICE 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 program and property management requirements.
7. Modifications 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.
8. Any information furnished to the FOREST SERVICE under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 551 *et seq.*).
9. This Agreement in no way restricts the FOREST SERVICE or the STATE from participating in similar activities with other public or private agencies, organizations, and individuals.
10. The principal contacts for this Agreement are:

Trudie Mahoney	Paul J. Conry
USDA Forest Service, R5	State of Hawaii
Fire & Aviation Management	Division of Forestry & Wildlife
1323 Club Drive	1151 Punchbowl St., Rm. 325
Vallejo, CA 94592	Honolulu, HI 96813
707-562-9184	808-587-0166
707-562-9048	808-587-0160
<a href="mailto:tmahoney@fs.fed.us">tmahoney@fs.fed.us</a>	<a href="mailto:paul.j.conry@hawaii.gov">paul.j.conry@hawaii.gov</a>

11. **AUTHORIZED REPRESENTATIVES.** By signature below, the STATE 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 agreement.

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

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Paul J. Conry  
State of Hawaii

Date

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Regional Forester  
USDA Forest Service

cc: Regional Forester  
Regional/Area Director  
Melissa Frey, Fire and Aviation Management/WO