

CITY OF VINELAND

RESOLUTION NO. 2018-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOREST FIRE SERVICE AND THE CITY OF VINELAND FOR RECEIPT OF FEDERAL EXCESS PERSONAL PROPERTY

WHEREAS, the control of wildfires and rural fires in and adjacent to forested and rural areas are essential to an effective forest fire control program; and

WHEREAS, in accordance with 10 U.S.C. Section 2576(b) the Department of Defense firefighter Program is authorized to transfer to State firefighting agencies excess Department of Defense personal property that is suitable for use in providing fire and emergency services; and

WHEREAS, it has been determined to be in the best interest of the Forest Fire Service in the proper discharge of its responsibilities to make certain Federal Excess Personal Property available to qualified agencies that provide fire protection on forested and rural lands throughout the State of New Jersey, which the City of Vineland Fire Department qualifies; and

WHEREAS, the Department of Defense has available a 1991 RF 15-67 Harsco Cargo Truck, Model M923 (Truck) which may be used for the purpose of the control of wildfires and rural fires in the City of Vineland subject to the appropriate modification so as to provide an effective design and standards for the intended purposes as set forth herein; and

WHEREAS, the Truck shall be titled to the City of Vineland Fire Department with title remaining in the possession of the Forest Fire Service for a period of four years subject to the terms and conditions of a Cooperative Agreement for Federal Excess Personal Property for the Department of Defense Firefighter Program, in the form and substance as attached hereto and made part hereof (Agreement); and

WHEREAS, the Director and Chief of the Vineland Fire Department have recommended the execution of the Agreement as it being in the best interest of the fire Department.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute a Cooperative Agreement for Federal Excess Personal Property of the Department of Defense Firefighter Program in the form and substance as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City of Vineland shall accept, in accordance with and subject to the terms and conditions of said Agreement, a 1991 RF 15-16 Harsco Cargo Truck, Model M923.

Adopted:

President of Council

ATTEST:

City Clerk

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOREST FIRE SERVICE
COOPERATIVE AGREEMENT
FOR FEDERAL EXCESS PERSONAL PROPERTY ON LOAN TO RURAL FIRE
DEPARTMENTS AND FOR THE DEPARTMENT OF DEFENSE FIRE FIGHTER
PROGRAM

This COOPERATIVE AGREEMENT made this 25 day of April, in the year 2018, by and between the State of New Jersey, Department of Environmental Protection, Forest Fire Service (hereinafter referred to as the Forest Fire Service) and

Cooperating Organization
Vineland Fire Department
110 North 4th Street
Vineland NJ 08360

(hereinafter referred to as the Cooperator)

is entered into the purpose of:

1. Enhancing the organization of fire protection on forested, wildland/urban interface and rural lands throughout the state.
2. Providing the closest possible mutual aid cooperation in suppressing wildfires and rural fires.
3. Defining responsibilities of the respective agencies involved with this cooperative agreement.

SECTION I AUTHORITY

Certain types of vehicles and equipment can be provided for the purpose of wildfire and rural fire suppression as authorized under the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101) that allows the **loan** of federal excess personal property (FEPP) by the State Forester to rural fire departments. (Ref. USDA/USFS Handbook FSH 3109.12 Chp 23).

The Department of Defense Fire Fighter Program (DoD FFP) 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 to ensure efficient rural community wild land fire protection, the ability to transfer ownership of (FFP) Fire Fighter Property to state agencies.

SECTION II SUBJECT OF AGREEMENT

1. The control of wildfires and rural fires in and adjacent to forested, wildland/urban interface and rural areas are essential to an effective forest fire control program.
2. The cooperator is actively engaged in the prevention and suppression of fires in and adjacent to forested, wildland/urban interface and rural areas.
3. The cooperator can more adequately carry out this function if additional equipment is available.
4. It has been determined to be advantageous to the Forest Fire Service in the proper discharge of its responsibilities to make certain Federal Excess Personal Property available to qualified cooperators.

SECTION III RESPONSIBILITIES OF THE FOREST FIRE SERVICE

The FOREST FIRE SERVICE agrees:

1. To provide reasonable basic protection from wildfires occurring in natural cover fuels through an aggressive suppression, presuppression and prevention program.
2. To dispatch a response to any known wildfire or to any fire of unknown character.
3. Having knowledge of same, immediately advise the cooperator of any burning or threatened structures within the area.
4. To make available and provide training programs in basic forest fire suppression, incident management, fire protection operations in the wildland/urban interface and off-road wildland engine operations.
5. To pass ownership of FFP acquired rolling stock to the Fire Department while the Forest Fire Service retains physical possession of the title for up to 4 years past the date the vehicle is made response ready by the Fire Department. To pass ownership of FFP "non-rolling stock" to the Fire Department will consist of having the property item "In-Service" (painted and cooperative decal) within 1 year of transfer and remain "In-Service" for 1 year from "in-service" date.

SECTION IV RESPONSIBILITIES OF THE COOPERATOR

A. FEDERAL EXCESS PERSONAL PROPERTY PROGRAM (FEPP)

THE COOPERATOR AGREES:

1. To dispatch a response to any known structure, rural or wildfire or to any fire of unknown character.
2. That, having knowledge of same, to immediately advise the Forest Fire Service of any burning or threatened natural cover fuels within the area.
3. To accept the following vehicle and/or equipment.

Type:
Manufacturer:
Year:
Model:
Serial Number:
SF 122 Number:
NFC I.D. Number:

4. To make any and all necessary repairs and install necessary fire fighting equipment for its conversion into a firefighting resource. That all equipment provided will be housed and under the direct control of the fire department.
5. To modify vehicles in accordance with acceptable engineering practices and standards such as developed by the Society of Automotive Engineers, National Fire Protection Association and Roscommon Equipment Development Center. It is recommended that a professionally designed and engineered conversion plan be used. Under no circumstances will the manufacturers gross vehicle weight limitations (GVW) be exceeded. All expenses for the vehicle conversion will be paid by the Cooperator.
6. Vehicle are required to be painted and have affixed to each side a decal identifying the Forest Fire Service and United States Forest Service as cooperators. Decals will be supplied by the Forest Fire Service. Federal, state and manufacturers identification markings, Federal property number tags and/or plates shall not be removed or painted over.

7. Vehicles and/or equipment shall be serviceable as a firefighting resource within one year of assignment or this agreement will become null and void and the equipment shall be returned to the Forest Fire Service.

8. Maintain vehicles in a safe operating condition. All State of New Jersey motor vehicle laws, rules, and regulations pertaining to inspection and operation must be complied with. The vehicle title shall be encumbered to the Forest Fire Service and fees for processing the registration shall be paid by the cooperator. A copy of the valid vehicle registration will be provided to the Forest Fire Service annually.

9. Vehicle must be insured for liability protection coverages mandated by New Jersey State Law. A certificate of insurance or other acceptable proof of coverage shall be provided annually to the Forest Fire Service.

10. Indemnify and hold harmless the State of New Jersey for any and all claims and against any liability for damage to person and property arising out of the misuse of said vehicle by said cooperator.

11. Any vehicle or equipment on loan that is involved in an accident, is lost, stolen or damaged beyond repair must be reported to NJ Forest Fire Service within 48 hours of the incident.

12. To provide the vehicle with radio equipment that has the capability of two-way communication with the Forest Fire Service on a designated inter-agency coordination frequency. The Cooperator shall inform the Forest Fire Service of the vehicle assigned radio call sign and shall provide lettering with a minimum height of 12 inches that indicates the call sign on top of the vehicle as approved by the Forest Fire Service.

13. Establish and maintain a list of cooperator approved vehicle operators.

14. To furnish personal protective equipment for firefighters that operate the vehicle when assigned to rural fires or wildfires in accordance with appropriate National Fire Protection Association and/or Forest Fire Service standards.

15. To make equipment available to the NJ Forest Fire Service for inspection on an annual basis.

16. When no longer needed for firefighting service by the cooperator, the loaned equipment MUST not be sold, traded or scrapped, but **must be returned** within six(6) months of termination of service to the Forest Fire Service for final disposition. Firefighting equipment and all accessories added to the vehicle at the expense of the cooperator during conversion may be removed prior to returning the vehicle.

B. Department of Defense Firefighter's Property Program (FFP):

1. To dispatch a response to any known structure, rural or wildfire or to any fire of unknown character.
2. That, having knowledge of same, to immediately advise the Forest Fire Service of any burning or threatened natural cover fuels within the area.
3. To accept the vehicles and/or rolling stock as is and to repair, convert and equip it for fires or emergency response within six months of receipt of the item.
4. To accept all other equipment and/or consumable items as is and to repair, convert and equip it for fire or emergency response within one year of receipt of the item, and keep the item in service for one year from in service date.

Vehicle Type: **Truck, Cargo RF 15-67**
Manufacturer: **Harsco**
Year: **1991**
Model: **M923**
Serial Number: **2501363**

5. To take ownership of and title in the Fire Department's name of any rolling stock (trucks, fire engines, SUV's, etc.) acquired through the FFP program. The exception to this would be "sensitive" or property which requires demil. Title for these items would always remain with the NJ Forest Fire Service. Disposal/turn in would be subject to the provisions of the NJ Forest Fire Service S.O.P. regarding these types of items.
6. To allow the Forest Fire Service to retain physical possession of the title for up to four years, from the "in-service" date, for vehicles and rolling stock that is acquired through the FFP program and is titled in the Fire Department's name.
7. To modify vehicles in accordance with acceptable engineering practices and standards such as developed by the Society of Automotive Engineers, National Fire Protection Association and Roscommon Equipment Development Center. It is recommended that a professionally designed and engineered conversion plan be used. Under no circumstances will the

manufacturers gross vehicle weight limitations (GVW) be exceeded. All expenses for the vehicle conversion will be paid by the Cooperator.

8. To not accept ownership of FFP property for the sole purpose of passing on equipment to non-firefighting agencies.
9. To mark FFP acquired vehicles and equipment with a DoD FFP "in Cooperation" sticker which will be provided by the Forest Fire Service; after it has received final painting. That painting should match the current colors of the fire department equipment with a DoD FFP "in Cooperation" sticker which will be provided by the Forest Fire Service.
10. To provide the vehicle with radio equipment that has the capability of two-way communication with the Forest Fire Service on a designated inter-agency coordination frequency. The Cooperator shall inform the Forest Fire Service of the vehicle assigned radio call sign and shall provide lettering with a minimum height of 12 inches that indicates the call sign on top of the vehicle as approved by the Forest Fire Service.
11. To use this equipment only to assist in the suppression of fires and for response to other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
12. To pick up this equipment at a place designated by the Forest Fire Service and to be responsible for all operational cost, transportation and repairs.
13. To provide for adequate indoor storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Forest Fire Service.
14. To have liability insurance secured at the time the vehicle is acquired.
15. To provide the Forest Fire Service with a copy of proof of current liability insurance for all FFP vehicles obtained under this program until the time at which the Fire Department take physical possession of the title.
16. To maintain all motor vehicles obtained under the FFP program with a current New Jersey Motor Vehicle Inspection sticker, if applicable.

17. To remove any and all FEPP property, ie: tanks, pumps, hose, etc., that may be affixed to the FFP acquired vehicle before the vehicle is permanently taken out of service or sold by the Forest Fire Service. All such FEPP equipment will be return to the Forest Fire Service if it is no longer of use by the Fire Department.

18. Recipients of Firefighting Property Program property will provide access to and the right to examine all records, books, papers, or documents for 75 months relating to DoD firefighting property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.

19. Establish and maintain a list of cooperator approved vehicle operators.

20. To furnish personal protective equipment for fire-fighters that operate the vehicle when assigned to rural fires or wildfires in accordance with appropriate National Fire Protection Association and/or Forest Fire Service standards.

21. To abide by all rules and guidelines established by this agreement and supplements provided by the Forest Fire Service.

SECTION V MUTUAL AGREEMENT

IT IS MUTUALLY AGREED:

1. When both agencies respond to the same fire, the overall supervisory authority (incident commander) for wildfires shall be with the Forest Fire Service. (Reference state statutes Title 13 Chapter 9 Forest Fire Laws of New Jersey). If only structures, buildings, or improved property is involved, the supervisory authority (incident commander) shall be with the cooperator.

2. If both types of objects are on fire simultaneously, each agency shall perform its normal fire suppression functions and/or perform a supporting role to the other based on a judgement decision as to the values involved or threatened. Command and liaison between the Cooperator and Forest Fire Service will be provided by the Incident Commanders from the respective agencies, pursuant to the Incident Command System. When appropriate to an emergency situation, the respective Incident Commanders shall mutually agree to the establishment of a Unified Command type of organization.

3. Each agency agrees to attend, participate, and assist in those portions of the other agency's training programs which

have a bearing on the individual agency's efficiency. Additionally, for off-road wildland engines that may be involved in direct wildfire suppression, all personnel assigned to the operation of this engine will meet the current wildland firefighter training standards as established by the Forest Fire Service for this function.

4. Vehicles that are operated as off-road wildland engines during wildfire suppression operations that are under the direct control of the Forest Fire Service, shall be subject to the direction and control of the Forest Fire Service Incident Commander when the Cooperator is assigned to such an operation. The Cooperator shall provide accountability for the vehicle and its assigned personnel to the Forest Fire Service during such operations.

SECTION VI PERIOD OF AGREEMENT

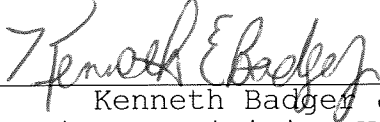
This agreement will be effective from the date of execution by the State Firewarden and will continue to be binding for a period of five years unless terminated by either party with thirty (30) days written notice to the other, provided that all of the provisions in this agreement are complied with.

In witness whereof, the parties by and through their duly qualified and acting officials have affixed their signatures.

COOPERATOR

BY: _____
Luigi A. Tramontana Jr
Fire Department Chief

FOREST FIRE SERVICE



Kenneth Badger Jr
Assistant Division Warden

Greg McLaughlin
State Forest Fire Warden

April 25, 2018
Date Approved Yr.