

FFP-01

DoD-FFP TRANSFER/DELIVERY SHEET

Send email copy of this document to: ffp@tfs.tamu.edu

Or Send mail:

FFP Program PO Box 310, Lufkin, TX 75902

Receipt

2024

FFP/TFS

Item Description: 1994 Stewart Stevenson M1078 Truck, Cargo 2.5 Ton

STATE: 23LUF060 FED: 32299731	ReqID: 12994 QTY: 1 VIN/Serial#: AT000529BDC
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<p>Item transferred from TAMFS office:</p> <p>_____</p> <p>By TAMFS employee (sign) _____</p> <p>By TAMFS employee (print) _____ Date _____</p>	<p>Item received to TAMFS office:</p> <p>_____</p> <p>By TAMFS employee (sign) _____</p> <p>By TAMFS employee (print) _____ Date _____</p>
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Case#: 2953 Fire Connect ID#: not on file

Item DELIVERED to Tyler County (EM Office) on 8.2.24 Date

By signing this document on behalf of the fire department I acknowledge receipt and accept this item in 'as-is' condition as presented to me on delivery by the Texas A&M Forest Service:

<p><u>John Settlocker</u> Printed name of fire department representative</p> <p><u>[Signature]</u> Signed name of fire department representative</p>	<p><u>DW Potter</u> Printed name of TAMFS employee</p> <p><u>[Signature]</u> Signed name of TAMFS employee</p>
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180th Due Da
01-29-2025

Item REJECTED by _____ on _____ Date

fire department name

On behalf of the fire department I choose to REJECT this item as presented to me on delivery by the Texas A&M Forest Service:

<p>_____ Signed name of fire department representative</p>	<p>_____ Printed name of fire department representative</p>
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Delivery Address

Cnty: Tyler
RFC: Livingston

Mail: 201 Veterans Way, Woodville, TX 75979
Street: 201 Veterans Way
Woodville, TX 75979
POC: JOHN SETTLOCKER
JSETTLOCKER@CO.TYLER.TX.US
Work: 409-338-4826
Cell: not on file

Delivery Instructions

not on file

Q6 LETTER



April 23, 2024

Case # 2953

Fire Connect ID: not found

Tyler County (EM Office)
201 Veterans Way, Woodville, TX 75979
201 Veterans Way
Woodville, TX 75979

STATE NUMBER: **DDTX 23LUF060** FED NUMBER: **32299731** SERIAL NUMBER: **AT000529BDC**

DESCRIPTION: **Stewart Stevenson Truck, Cargo 2.5 Ton** MODEL: **M1078** YEAR: **1994**

Conditional title of this item is issued until the property is placed into service for a minimum of one (1) year. Ownership will transfer to the Tyler County (EM Office) only after all program requirements are met; as outlined in the agreement between the Texas A&M Forest Service and the Tyler County (EM Office).

Stewart Stevenson Truck, Cargo 2.5 Ton SN# AT000529BDC is Demil Code Q6 and cannot be sold or transferred prior to the 1 year of conditional holding and utilization period. Any sale or transfer of this item to non-FFP participants must be executed in compliance with U.S. Export Control Regulations.

If this Q6 item is sold or transferred, the owning agency must notify all subsequent purchasers or transferees in writing, of their responsibility to comply with U.S. export control laws and regulations. Under no circumstances will this item be sold or otherwise transferred to non-U.S. persons or exported outside of the 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). (Fire Department name) is responsible, but not limited to, determining the subsequent transferee's eligibility to receive (list item description and SN) in accordance with U.S. export control laws and regulations:

Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmdotc.state.gov/index.html>

Texas A&M Forest Service will provide forms needed to submit to the Trade Security Commission (TSC) for approval to sell or transfer this item.

PRINTED NAME OF RECIPIENT

POSITION/TITLE

SIGNATURE

DATE

Forest Resource Protection Department
Capacity Building Department • P.O. Box 310 • Lufkin, Texas 75902-0310
TEL 936/639-8130 • FAX 936/639-8138
<http://txforestservicetamu.edu>



U.S. Export Control Regulations

- a. Excess personal property may be export-controlled, regardless of the assigned DEMIL code and regardless of the Department or Agency that donates the property.
- b. DEMIL codes are not a substitute for export controls. They do not provide information on the export control of items.
- c. 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/index.html>
 - 4) Tips:
 - i. 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/index.html
 - ii. 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-controllist-classification/classification-request-guidelines>
 - iii. 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-ofparties-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/formsdocuments/pdfs/1641-ecp/file>
- d. The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.
- e. *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.

If you have any questions, please contact the FFP Program at 936-639-8130.



**COOPERATIVE AGREEMENT
DEPARTMENT OF DEFENSE
FIREFIGHTER PROPERTY PROGRAM**

This agreement, between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (the "**Service**"), and Tyler County (EM Office) (the "**Cooperator**"), acknowledges that the prevention and suppression of natural cover fires threatening forest and range lands, human lives, structural improvements, and all other rural values is of mutual concern to the parties. For this reason, the **Service** will provide to the **Cooperator** certain Department of Defense (DOD) equipment and vehicles as authorized by 10 U.S.C. 2576b, and named the DOD Firefighting Property Program (FFP). The parties agree as follows:

I. The Service shall:

1. Make available certain Demil 'A' and 'Q6' DOD-FFP property to be used in the suppression of natural cover fires, structural fires, and other emergency services provided by the **Cooperator**. The equipment made available to the **Cooperator** will be documented on the DOD-FFP Equipment Listing, signed by both parties, and included as an attachment to this agreement.
2. Facilitate the creation and/or transfer of the title of ownership, if applicable, for equipment identified in the attached DOD-FFP Equipment Listing to the **Cooperator** once the **Cooperator** has complied with all stipulations in this agreement.
3. Transport assigned property at no cost to the **Cooperator** at the convenience of the **Service**. The **Cooperator** may retrieve assigned property from the **Service** at their own discretion.

II. The Cooperator shall:

1. Convert the equipment acquired under this Agreement, place into operational condition and use as outlined herein.
 - a. The **Cooperator** shall notify the **Service** when the conversion of assigned equipment is completed so that an inspection of the equipment can be made.

- b. The **Cooperator** shall have the equipment converted within 180 days of the equipment's acquisition from the **Service**. The **Service** may extend this time frame upon written request of the **Cooperator**. An extension may not exceed 90 days.
 - c. If equipment acquired through this agreement is not in operational condition in the timeframe described above, this agreement will terminate and the **Cooperator** shall return the equipment to the **Service**. If the **Cooperator** does not return the equipment within 30 days from the end of the timeframe described above, the **Service** may recover the equipment and place the **Cooperator** on vendor hold for not less than 180-days from the date of declared non-compliance. The **Service** may remove any improvements, equipment, or modifications made to a vehicle prior to repossession at the **Cooperator's** expense.
 2. Adhere to the following requirements for conversion of any vehicle acquired through this agreement:
 - a. The vehicle must be painted and cannot remain in original military colors. The **Cooperator** shall ensure that the vehicle is painted in a non-military color and paint scheme.
 - b. The **Cooperator** shall convert the vehicle into an emergency response vehicle able to perform an emergency response function. This does not include the installation of emergency lighting and siren(s).
 - c. The **Cooperator** shall obtain and maintain during the term of this agreement, auto liability insurance with limits for bodily injury, death and property damage of not less than the minimums mandated by Texas law. The **Cooperator** acknowledges that despite requiring such minimum insurance, the **Service** has not assessed the risk that may be applicable to the **Cooperator** under this agreement. The **Cooperator** shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Failure to obtain or maintain insurance in sufficient amounts, duration, or types does not relieve the **Cooperator** of any liability or other obligations assumed under this agreement.
 - d. The **Cooperator** relieves the title holder of all responsibility under the Texas Tort Claims act or other comparable state or federal statute in all matters related to this vehicle.
 - e. Should the vehicle become inoperable and beyond repair during the term of this agreement, the **Cooperator** shall return the vehicle to the **Service** at the **Cooperator's** expense. The **Cooperator** will provide a written statement of the mechanical deficiencies to the **Service**.

- f. The **Cooperator** shall ensure that the vehicle is housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this agreement.
 - g. The **Cooperator** shall bear the entire cost of maintenance, repair, and operation of this vehicle while in the **Cooperator's** possession.
 - h. The **Cooperator** shall design, operate, and maintain each vehicle in a roadworthy and legal condition, including adherence to the Gross Vehicle Weight Rating (GVWR) limitations.
 - i. The **Cooperator** shall adhere to U.S. Export Control Regulations including the Export Administration Regulations (EAR) (15CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22CFR Parts 120-130). The **Cooperator** cannot transfer or sell the property to a non-U.S. Citizen or export outside of the U.S.
3. Use equipment acquired under this agreement exclusively for fire protection and other emergency response for which the **Cooperator** has jurisdictional authority.
 4. Indemnify the **Service**, The Texas A&M University System, and its officers, regents, agents and employees from an liability related to this equipment, including but not limited to the used and repair thereof.
 5. **The Cooperator shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

The **Cooperator** shall post the following nondiscrimination statement at its offices, at the public service delivery contact point and include, in full, on all materials regarding such **Cooperators'** programs that are produced by the **Cooperator** for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964

(voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

III. Additional Obligations:

1. If applicable, the **Service** shall provide the **Cooperator** with documents necessary to have a legal title created for the equipment after the **Cooperator** has met all of its obligations described in this agreement.
2. At the discretion of the **Service**, either a follow up inspection of equipment will be performed not less than one year after the "In Service" notification provided by the **Cooperator**, or the **Service** will retain the title for not less than one year from the date of "In Service" notification to ensure legitimate use of the equipment as mandated by federal regulations. Should the equipment become unusable during this period, the **Cooperator** shall contact the **Service** and provide supporting documentation on why the item requires disposal prior to the end of one year of use.
3. The **Cooperator** shall use equipment acquired under this agreement for its current needs rather than for speculative or possible future purposes and not for cannibalization or parts.
4. The **Cooperator** accepts all equipment under this agreement "as is" and in the condition received without any warranties, express or implied, from the **Service**. The **Cooperator** acknowledges that the **Service** is not a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods as described in this agreement.
5. The **Cooperator** shall provide access to and the right to examine all records, books, papers, or documents in whatever format relating to DOD-FFP transfers under 10 U.S.C. 2576b to the **Service** and the DOD, including the Office of Inspector General and the Comptroller General of the United States or their authorized representative.
6. The **Cooperator** shall cooperate with Federal and State parties to ensure compliance with Federal and State regulations and program and property management requirements.
7. Violation of the terms of this agreement may result in the termination of this agreement and the termination of **Cooperator's** eligibility for participation in and use of available funds in the rural community fire protection programs.
8. This agreement is not assignable.

9. This agreement is governed by the laws of the State of Texas.
10. This agreement contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter. The parties may execute other contracts, but those will not alter this agreements unless expressly stated in writing.
11. Any notices required or permitted under this agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

Cooperator

Tyler County (EM Office)
201 Veterans Way
Woodville, TX, 75979

Service

Texas A&M Forest Service
PO Box 310
Lufkin, TX 75902

12. This agreement will terminate the earlier of: (a) date title passes to the **Cooperator**, (b) date equipment has been returned to **Service**.

IV. The parties have executed this agreement, effective on the date signed by the last party below.

Approvals

Cooperator

 Name (Please Print)

 Signature

 Title (Please Print)

 Date

Service

A.G. Davis _____

 Signature

Interim Director

 Title

 Date

DEPARTMENT OF DEFENSE-FIREFIGHTING PROPERTY

RCFP EQUIPMENT LISTING

Cooperator Tyler County (EM Office) located at Woodville, Texas 75979 (Zip).

Contact Person: _____ Title: _____

Address: 201 Veterans Way Phone No.: 4093310874

County: Tyler

TRUCK or TRAILER DESCRIPTION: STATE # 23LUF060 FED # 32299731

Type: Truck, Cargo 2.5 Ton Model: M1078 Make: Stewart Stevenson

Year: 1994 Motor or Serial No: AT000529BDC License No: Unknown

Tyler County (EM Office)
COOPERATOR

TEXAS A&M FOREST SERVICE

By: _____

By: _____

Title: _____

Title: Capacity Building Department Head

Date: _____

Date: _____

"An Equal Opportunity Employer"