



Urbana Fire Department

400 South Vine Street
Urbana, Illinois 61801
(217) 384-2420 - Phone
(217) 384-2449 - Fax

Memorandum

DATE: FEBRUARY 24, 2021
TO: MAYOR DIANE MARLIN AND CITY COUNCIL MEMBERS
FROM: FIRE CHIEF CHARLES LAUSS
RE: A RESOLUTION AUTHORIZING A FEDERAL EXCESS EQUIPMENT COOPERATIVE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Introduction and Background

The Federal Excess Personal Property (FEPP) program refers to U.S. Department of Agriculture (USDA), Forest Service-owned property that is on loan to State Foresters for the purpose of wildland and rural firefighting. Most of the property originally belonged to the U.S. Department of Defense. Once acquired by the Forest Service, it is loaned to state cooperators for firefighting purposes. The property is then loaned to the state forester, who may then place it with local departments to improve local fire programs. State Foresters and the USDA Forest Service have mutually participated in the FEPP program since 1956.

Discussion

This Cooperative Agreement would give the City of Urbana access to a cache of resources that we may not be able to afford to purchase, in exchange for the cost of maintaining the equipment that we would receive. In the event that we would receive large equipment (i.e., vehicles or boats), we would be required to maintain the equipment to the status in which was received. We may be required to return this large equipment in the event the State needed it for response efforts, but this is not likely to happen.

I have used this program while I was serving as the Fire Chief in Pekin, IL and in Peoria, IL. The resources that we were able to acquire were extremely helpful in allowing us to strengthen our Training Bureau and allowing more training opportunities for our personnel. There will be no additional (unbudgeted) costs to the City of Urbana for these donations; maintenance costs, if any, will be a part of the Fire Department's current operating budget.

The draft Resolution and Cooperative Agreement are attached for your review.

Recommendation

I recommend that the Committee of the Whole forward the Resolution to the full City Council with a recommendation for approval and placement on the Consent Agenda.

Attachments: Draft Resolution
Proposed Cooperative Agreement

RESOLUTION NO. 2021-03-008R

**A RESOLUTION AUTHORIZING A FEDERAL EXCESS EQUIPMENT
COOPERATIVE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF
NATURAL RESOURCES**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the Illinois Department of Natural Resources (“IDNR”) can obtain excess Federal equipment that can be made available to agencies that are involved in fire control work; and

WHEREAS, the City of Urbana Fire Department is a qualified organization to participate in the IDNR Federal Excess Property program; and

WHEREAS, the City of Urbana Fire Department desires to enter into a Firefighter Property Cooperative Agreement (“Agreement”); and

WHEREAS, the Agreement requires that ownership of any equipment transferred under this program be titled with the recipient and that the recipient assume maintenance responsibility for said equipment; and

WHEREAS, the Urbana Fire Department will only accept the transfer of equipment for which it has sufficient funds in their operating budget to maintain; and

WHEREAS, the City Council, after due consideration, finds that approval of this Agreement promotes the fiscal welfare of the City, is in the best interests of the residents of the City, and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1.

The City of Urbana, Illinois, hereby authorizes the Urbana Fire Department to enter into a Firefighter Property Cooperative Agreement with IDNR.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said agreement and all other documents necessary for the City to accept such grant as so authorized and approved for on and behalf of the City of Urbana, Illinois.

Section 3.

From and after the execution and delivery of such agreement, the Fire Chief, or his designee, is hereby authorized and directed to perform all acts necessary on behalf of the City of Urbana to carry out the purpose and intent of this Resolution.

PASSED BY THE CITY COUNCIL this ____ day of March, 2021.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of March, 2021.

Diane Wolfe Marlin, Mayor

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

FEDERAL EXCESS PROPERTY

CONTACT INFORMATION

****NO HAND WRITTEN FORMS WILL BE ACCEPTED****

DEPARTMENT NAME	Urbana Fire Department
CONTACT NAME	Roy Lane
CONTACT TITLE	Fire Lieutenant/Training Coordinator
ADDRESS	400 South Vine Street
CITY	Urbana
ZIP CODE	61801
COUNTY	Champaign
DEPARTMENT FAX #	217-384-2449
CONTACT EMAIL	rclane@urbanailinois.us
CONTACT PHONE #	217-778-1069
COMPLETE IF CHIEF IS NOT CONTACT	
FIRE CHIEF NAME	Charles E. Lauss
FIRE CHIEF PHONE #	217-649-1602
FIRE CHIEF EMAIL	celauss@urbanailinois.us
REQUIRED****DISTRICT/CITY BOARD MEMBER CONTACT INFO****REQUIRED	
DISTRICT/CITY CONTACT NAME	Carol Mitten
DISTRICT/CITY CONTACT PHONE #	217-384-2454
DISTRICT/CITY CONTACT EMAIL	cjmitten@urbanailinois.us

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES
FEDERAL EXCESS
EQUIPMENT COOPERATIVE AGREEMENT**

This agreement by and between the State of Illinois Department of Natural Resources, Division of Forest Resources hereinafter referred to as the "Department" and the UR N J of _____, Illinois, hereinafter referred to as "Co-operator"

WITNESSETH:

WHEREAS, the Co-operator did on 20th August, 2020 enter into a FIRE CONTROL MEMORANDUM OF UNDERSTANDING WITH THE Department for the control of rural wildfires, and

WHEREAS, the control of timber, grass and wildfires in and adjacent to, suburban areas is essential to an effective fire control program and

WHEREAS, the Co-operator is actively engaged in the prevention and suppression of all wildfires in, and adjacent to suburban areas, and

WHEREAS, the Co-operator can more adequately carry out this function if additional equipment is available, and

WHEREAS, the Department can obtain excess Federal equipment that can be made available to other agencies involved in fire control work, and

WHEREAS, it has been determined to be advantageous to the parties hereto to make certain equipment available to the Co-operator.

NOTWITHSTANDING, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein made, it is hereby agreed by the parties hereto as follows:

DEPARTMENT AGREES:

1. That the title to all accessories, tools, equipment or ancillary items furnished or installed or added by Co-operator to the equipment shall remain vested in Co-operator; furthermore, that Co-operator shall have the right to remove same at any time prior to returning the loaned equipment to the Division of Forest Resources.

CO-OPERATOR AGREES:

1. To register and license each piece of equipment (requiring registration and/or licensing) furnished by the Department and utilized by Co-operator pursuant to this Agreement.

2. The equipment must be converted for use for fire control and placed in fire service within 6 months from the date of issue to the cooperator. Upon written request to the Department an extension may be granted. Cooperator will be required to return any equipment to the Department if equipment is not put into service in a timely manner.
3. To maintain and keep in full force and effect current liability and property damage insurance with limits of \$50,000/\$100,000 for injury to persons and \$25,000 property damage for each piece of equipment loaned or make available to Co-operator in accordance with this Agreement and to file copies of said policy or policies of insurance with the State Forester's office. It is understood that any or all insurance policy or policies shall be appropriately endorsed to add the State of Illinois (Department of Natural Resources) as an additional party insured.
4. The Cooperator must notify the Department and local law enforcement within 24 hours, or as soon as practical of all damages, vandalism or theft of the federal excess property on loan under this agreement. This includes the event of an accident or death involving a vehicle on loan to the Cooperator.
5. To hold harmless, indemnify, save and defend the State of Illinois (Department of Natural Resources) and the U.S. Forest Service from and against any and all losses, damages, costs, injuries or claims thereof to persons or property (including the employees, agents, servants or authorized personnel of the State of Illinois, Department of Natural Resources or the U.S. Forest Service, involving, arising out of or resulting from Co-operator's use possession, custody and control of the equipment provided and furnished pursuant to this Agreement.
6. To limit non-fire use of the equipment to 10% of the total miles driven or hours operated for each twelve month period equipment is on loan.
7. To make all the equipment loaned to Co-operator available for an annual inspection by authorized personnel of the Department and/or U.S. Forest Service.
8. That the no equipment nor any part or portions thereof shall be sold, junked, retired or traded by Co-operator other than in accordance with the Return and Disposal Instructions promulgated by the Department, which may be obtained upon request. In this regard, it is understood by Co-operator that title to and ownership of all loaned equipment shall remain vested in the U.S. Forest Service, and that said specified equipment is made available to the Department (and consequently to Co-operator) pursuant to the Federal Excess Personal Property program as authorized by the Federal Property program as authorized by the Federal Property and Administrative Services Act of 1949, as amended, (P.L. 94-519), and Section of the Cooperation Forestry Assistance Act of 1978 (P.L. 95-313).
- 9 That no modifications to the equipment will be undertaken by Co-operator without the written approval and concurrence of the Department.
- 1 . That within 30 days following written notice from the Department, Co-operator shall return any loaned equipment or parts thereof specified in the written notice to location set forth therein.
 - . To report all wildfires (occurring outside city or town limits) falling within Co-operator's area or territory as soon as possible following each such occurrence on standard fire report forms to be furnished by the Division of Forest Resources.
 - . To maintain a record of all fire calls made or responded to by Co-operator where loaned Federal equipment was utilized.

- 1 . That all equipment provided or furnished to Co-operator under this Agreement shall be painted and marked by Co-operator with fire department colors and in such a manner as will indicate cooperation between Co-operator and the Department respecting said equipment , and for this purpose an appropriate stencil will be provided.
- . To furnish adequate storage and maintenance facilities for all equipment furnished to Co-operator pursuant to this Agreement.
- . To pay the operational costs and expenses attendant with Co-operator's use and employment of the equipment loaned pursuant to this Agreement
- 1 . To furnish, or otherwise provide or pay for all necessary maintenance and repairs to or upon all equipment provided to Co-operator under the terms of this agreement.

This agreement shall become effective from and after the date of execution by the Chief of Forest Resources continue in full force and effect until mutually canceled or otherwise agreed by the parties hereto, provided, however, that in the event of the breach of the terms, provisions or conditions hereof by either party, the aggrieved party shall have the right to cancel and terminate this agreement 30 days following written notification to the other party of it's breach of said agreement if within said 30 day period the breaching party has not cured or substantially undertaken to cure or correct the Breach or violations set forth in the written notice.

IN WITNESS WHEREOF the parties of this agreement, have hereunto set their hands and seals this

20th day of August A.D. 2020

CO-OPERATOR(Fire Chief):



Signature of Co-operator Official Rep. ASJ
(Fire Chief)

ADDRESS: _____

400 South Vine Street
Urbana, IL. 61801

Phone: 217-649-1602

DNR Fire
Starved Rock
Work Center
Excess Property Office
1018 IL Rt71
Ottawa, IL 61350

Phone (815) 681-0095
jason.sartin@illinois.gov

Illinois Department of Natural Resources
Division of Forest Resources
Department of Defense – Firefighter Property
Cooperative Agreement

This cooperative agreement, made and entered into on the 20th day of August, 2020, by and between the State of Illinois, Department of Natural Resources, Division of Forest Resources, here' after referred to as the DNR FORESTRY DIVISION, and the AD (Agency). Of Champaign County, hereinafter referred to as the Fire Department.

FFP PROGRAM GUIDELINES

Agency – DNR FORESTRY DIVISION Agreement

- a. All Agency recipients of FFP must sign a standard Firefighter Property Cooperative Agreement before receiving any property.
- b. All Firefighter Property Cooperative agreements must be signed by the State Forester.
- c. Firefighter Property Cooperative agreements with Agency's must be renewed every five years or when receiving another piece of equipment if the Chief has changed.

Costs

- a. The Agency receiving FFP shall be responsible for all costs associated with refurbishing, maintaining, and repairing FFP. Agencies shall also be responsible for the costs of acquiring vehicle title, license plate, and vehicle insurance.
- b. If the item isn't put into use for fire or emergency services within 1 year the Agency will be responsible for returning the item to a DLADS site. Or to the state facility.

FFP Accountability

- a. Agency's must make FFP documentation and records available to the USDA Forest Service and DNR Forestry Division for auditing and review purposes for six (6) years and three (3) months after the ownership of equipment has been transferred.
- b. All FFP will be receipted within 30 days from PMO approval in FEPMIS, and all rolling stock will be identified with a FFP tag. DNR Forestry Division will insure that all D-MIL items will be inventoried every 2 years and will have the fire department return the items to DOD if they have not been in service for a period of 6 month or are no longer serviceable.

Illinois Department of Natural Resources
Division of Forest Resources
Department of Defense – Firefighter Property
Cooperative Agreement

Vehicle Titles

- a. Vehicle titles shall be retained by DNR Forestry Division or until vehicle is put into service by Agency. Ownership of the item still lies with DOD until the item has been in service for one year. The item can not be sold, disposed of or cannibalized until it has been used for firefighting or emergency service for a minimum of one year. As indicated above the fire department shall pay all costs associated with title and license plate acquisition.
- b. Vehicle ownership shall be granted to the Agency only and not to any individual.
- c. Certain types of property, shall remain vested in the United States Government and DoD. Where ownership does not pass to the recipient or user of the property, arrangements will be made through the DoD, the USDA Forest Service for disposal. The Agency will return the D-MIL items as is and remove any items they may have added to it before returning it to the State Agency for disposal to DoD.

Vehicle Restoration and Use

- a. FFP vehicles shall be put into use by the Agency within twelve (12) months of acquisition date. Agencies shall maintain ownership of equipment for a minimum of one (1) year after FFP item has been placed in service.
- b. Agency's shall notify the DNR Division of Forestry by phone or email when vehicle has been put into service. The Excess Property Coordinator shall physically inspect vehicle to confirm status and document status.
- c. If any modification to vehicles and/or equipment is done, the Lessee shall modify these vehicles and equipment according to safety standards established by the National Fire Protection Association and manufacturer's recommendations of Gross Vehicles Weight Rating (GVWR). All military markings, symbols, and identifications must be removed and vehicle must be painted in fire service color.
- d. FFP shall be maintained and protected from inclement weather, vandalism, and theft.

Vehicle Insurance

- a. The Agency must retain liability insurance on FFP vehicle as long as vehicle is in service.
- b. The Agency shall hold the federal and state government harmless from any and all actions, claims, debts, demands, judgments, and liabilities.

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Vehicle Disposition

- a. Agencies must notify DNR Division of Forestry when they dispose of a vehicle, trailer, generator or large ticket items with a acquisition cost of \$5000.00 or greater. Proceeds from vehicle disposal **are prohibited** from going to an individual and must go to the Agency.

Program Guidelines

- a. Failure to comply with any FFP program guidelines may result in Agency exclusion from future program participation.

Additional Information

- a. Additional information and the USDA Forest Service FFP program standard operating procedures can be found by contacting the Excess Property Coordinator.

Illinois Department of Natural Resources
Division of Forest Resources
Department of Defense – Firefighter Property
Cooperative Agreement

EFFECTIVE DATE OF AGREEMENT

This agreement shall be effective beginning on the date of last signature hereon. Any previous Department of Defense Firefighter Property (FFP) cooperative agreement(s) between the two Parties are hereby rescinded effective the date of last signature hereon.

Termination

This agreement will be effective from date of execution and will continue in force unless terminated by either party upon ninety (90) days written notice.

IN WITNESS WHEREOF, the parties have hereinto affixed their signature as of the day and year written below.

City/District Board Official:

OFFICIAL – Signature

NAME: _____
EMAIL: _____
PHONE: _____
DATE: _____



FIRE CHIEF (Only if F.D.) – Signature

NAME: Charles E. Lauss
ADDRESS: 400 South Vine Street
Urbana, IL 61801
EMAIL: Celauss@urbanaillinois.us
PHONE: 217-649-1602
DATE: 8/14/2020

DNR Fire
Starved Rock
Work Center
Excess Property Office
1018 IL Rt71
Ottawa, IL 61350

Phone (815) 681-0095
jason.sartin@illinois.gov