

DELAWARE FOREST SERVICE
FIREFIGHTER PROPERTY PROGRAM
COOPERATIVE EQUIPMENT POSSESSION AGREEMENT



SECTION 1 – Agreement

This Cooperative Agreement by and between

Cooperator Name

Cooperator Address

hereinafter called the Cooperator, and the Commonwealth of Delaware Forest Service, hereinafter called the Department, witnesseth:

WHEREAS, the control of brush, grassland and wildfires, as well as emergency response, is essential to the welfare of the Commonwealth of Delaware; and the COOPERATOR is actively engaged in fire prevention, fire suppression and emergency response; and certain federal excess property made available through federal law to the State Forester, may pass possession to fire department cooperators in the Commonwealth.

NOW, THEREFORE, the parties to this agreement do hereby agree as follows:

SECTION 2 – Delaware Forest Service Agreement

The Department of Forestry agrees to:

1. Locate excess federal property suitable for use in fire suppression and emergency response by fire departments. Time devoted to locating excess federal property will be done within the manpower limitations of the Department.
2. Review requests for excess federal property from any fire department in Delaware with priority based on the need for such equipment as determined by the Department.
3. Loan with the option to permanently transfer by title, such equipment that the Department may determine useful to fire departments involved in fire prevention, fire suppression and emergency response. It is understood that the equipment is being transferred to the Cooperator from the federal government, General Services Administration. Upon meeting certain requirements of the Department, property will be permanently transferred to the Cooperator.
4. Retain the right to inspect the equipment at any time to observe condition, maintenance and use during the time the vehicle is loaned until the title is transferred.
5. Retain the right to request the return of the property to the State Forester if, in his judgment, the equipment is not being properly stored, maintained or used effectively for fire prevention, fire suppression and emergency response purposes. To allow the Cooperator to remove any accessories, tools, etc. added to the vehicle by them prior to returning the vehicle to the Department if it becomes necessary. All equipment on the vehicle when transferred to the Cooperator will remain with the vehicle.

SECTION 3 – Cooperator Agreement

The Cooperator agrees to:

1. Agree that such federal excess property will be used only for fire prevention, fire suppression or emergency response, in the protection of life and property.
2. Effectively aid the Delaware Forest Service in fire prevention, fire suppression and emergency response occurring in their operating area.
3. Maintain possession of the equipment during the loan period and for **four (4) years** following the receipt of title taking ownership. After that time, the Cooperator may sell the item as their own. The Cooperator agrees to notify the Department in writing upon disposal of the equipment.
4. Pick up federal excess property at a point specified by the Delaware Forest Service and to sign a property transfer form for all such property transferred to their custody.
5. Make the equipment available for inspection by the State Forester or his representative at any time with respect to the condition, maintenance and use of the equipment.
6. Maintain liability property damage insurance to no less than the minimum insurance required by the Commonwealth of Virginia for each federal excess property vehicle in their possession.
7. Store vehicles and equipment in such conditions as to avoid freezing of fluids and to eliminate deterioration from exposure to weather.

Delaware Forest Service
FIREFIGHTER PROPERTY PROGRAM
COOPERATIVE EQUIPMENT POSSESSION AGREEMENT



8. Be responsible for state and local vehicle safety inspection requirements. To be responsible for proper licensing as required by the state and locality. To ensure that add-on equipment, such as tanks, pumps, hose, reels, etc., will not cause rolling stock obtained through the federal excess property program and the Department of Forestry to exceed the gross vehicle weight specification for that piece of equipment.
9. Maintain, equip, and place in safe and satisfactory operating condition, including the equipping, cleaning, painting and distinctive marking of the equipment to create a favorable appearance of the equipment, **within 12 months** of receipt of the vehicle.
10. Agrees that the title will be held by the Department for this **12-month period**. The Cooperator will notify the Department when the item has been properly outfitted as stated for service. Upon inspection by the State Forester or designee, if the item has been found to meet Department requirements, the title will be released to the Cooperator. This can occur in less than 12 months at the discretion of the State Forester or designee, but no longer than 12 months.

If the item is not properly outfitted at the end of 12 months and justification cannot be shown, the item will be repossessed by the Department. Justification may include, but not be limited to, hardship on the part of the Cooperator, excessive cost of putting the item in service, an act of God, or extenuating circumstances above and beyond the control of the agreeing parties. This will be at the determination of the State Forester or designee.

SECTION 4 – Signatures

Witness our signatures to this Agreement, which we have signed this _____ day of _____, _____.

Delaware Forest Service:

State Forester Name (Print) _____ State Forester Signature _____ Date _____

Cooperator:

Cooperator Name _____

Cooperator Authorized Person Name (Print) _____ Cooperator Authorized Person Title _____

Cooperator Authorized Person Signature _____ Date _____

SECTION 5 – Witness

Witness Name (Print) _____ Witness Signature _____ Date _____

SECTION 6 – Vehicle Information (if applicable)

Manufacturer: _____ Serial Number: _____

Year: _____ Trans. Number VA: _____

Model Number: _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). USDA and VDOF are equal opportunity providers, employers and lenders.

All information related to this program is subject to the Freedom of Information Act.