

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 Delaware Forest Service, witnesseth:

WHEREAS, the control of brush, grassland and wildfires, as well as emergency response, is essential to the welfare of the Delaware Forest Service; 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 the fire department.

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

SECTION 2 – Delaware Forest Service Agreement

The Delaware Forest Service 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 Delaware Forest Service.
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 Delaware Forest Service.
3. Loan with the option to permanently transfer by title, such equipment that the Delaware Forest Service 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 Delaware Forest Service, property may 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 Delaware Forest Service if it becomes necessary. All equipment on the vehicle when transferred to the Cooperator will

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 **one (1) year** 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 State of Delaware 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.

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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 Delaware Forest Service 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 6 months** of receipt of the equipment.
10. Agrees that the title will be held by the Delaware Forest Service for a **12-month period**. The Cooperator will notify the Delaware Forest Service 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. If the item is not properly outfitted at the end of 6 months and justification cannot be shown, the item will be repossessed by the Delaware Forest Service. 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: _____

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