

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
FEDERAL EXCESS PROPERTY PROGRAM
COOPERATIVE FIRE EQUIPMENT AGREEMENT

This agreement entered into between the state of Washington, Department of Natural Resources, herein referred to as "DNR," and City of OMAK ~~fire district~~/fire department, herein referred to as "Cooperator," is for the use, maintenance, and protection of all federal excess property issued to the Cooperator by DNR under the Federal Property and Administrative Act of 1949 and Section 7 of the Cooperative Forestry Assistance Act of 1978.

WHEREAS, the DNR will make available to the Cooperator upon request federal excess property in accordance with terms and provisions of this agreement.

WHEREAS, the Cooperator immediately upon receiving federal excess property agrees to abide by the following terms for equipment usage, maintenance, and protection for all equipment.

- To accept equipment in "as is" condition and to equip, repair, refurbish, and maintain it for use as a fire control unit or in support of a fire control unit within one year of acceptance.
- Use equipment for fire protection activities. Personal use of equipment for purposes not directly associated with normal responsibilities of the Cooperator is prohibited.
- Provide suitable housing for equipment.
- To hold harmless the state of Washington, Department of Natural Resources, and the U.S. Forest Service and their employees from and against any and all losses, damages, costs, injuries, or claims thereof to persons, property involving, arising out of, or resulting from the Cooperator's use, possession, custody, or control of the equipment provided and furnished pursuant to this agreement.

In addition, the following conditions will be applicable to all property identified with DNR identification numbers beginning with "F" and other property defined as "accountable property" by DNR.

- Ownership of all equipment shall remain the property of the U.S. Forest Service.
- Equipment may not be sold, leased, traded, transferred, junked, or otherwise disposed of without written permission from DNR. In case of unauthorized disposal, the Cooperator will be subject to all damages as determined by the U.S. Forest Service.
- Maintain and keep in full force adequate insurance for each piece of equipment. Note: In addition, liability insurance is required on all vehicles. Coverage shall not be less than carried on other "non-federal" vehicles.
- In case of accidental damage or whenever equipment is no longer of use to the Cooperator, equipment is to be returned to DNR minus accessories added by the Cooperator by completing a "Notice to Return Accountable Property" form.

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- Equipment may be cannibalized provided prior written approval is granted to the Cooperator by the U.S. Forest Service and DNR (DNR Res. Form HH-11, Federal Excess Property - Request to Cannibalize) and terms therein. Cannibalization, reuse of cannibalized components to refurbish similar federal property, and request to dispose of excess components must be completed within one year of written approval to cannibalize.
- Upon request by DNR, conduct an annual inventory of all assigned equipment by completing and submitting inventory documents to DNR, or make equipment available for physical inspection.
- In case of loss, theft, damaged, destroyed, or vandalized property, notify DNR within 48 hours of occurrence by completing DNR Res. form HH-12, Report of Lost, Stolen, Damaged, Destroyed, Vandalized or Disposed Property).

For vehicles/trailers, the following is to be completed within one year of acceptance, prior to putting into service:

- Register and license through the Department of Licensing. Submit a copy of registration to DNR, Equipment Services Division, Property Inventory Clerk.
- Remove all military or governmental exterior logos, insignias, and identification numbers.
- Paint with each fire district/fire department standard color when existing paint is badly deteriorated, faded, peeling, or is contrary to existing paint policy.
- Identify as a fire district/fire department unit by installing identification logos on both doors.

This agreement becomes effective from the date of execution by the administrating Chief, Fire Control Division, and will remain in force year to year until all accountable federal excess property has been returned to the DNR.

In the event of breach of any of the terms, provisions, or conditions herein by the Cooperator, the DNR reserves the right to terminate this agreement and demand return of all accumulated property within 30 days following written notification to the Cooperator.

This agreement supersedes all previous agreements.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

COOPERATOR

K L Hoover

Chief - Fire Control Division

Commissioner

1/31/92

Date

Commissioner

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Shawn Smith
Commissioner

Cal Bowling
Chief

January 13, 1992
Date