

**VIRGINIA DEPARTMENT OF FORESTRY
COOPERATIVE EQUIPMENT LOAN AGREEMENT**

**BETWEEN
COMMONWEALTH OF VIRGINIA DEPARTMENT OF FORESTRY
AND**

COOPERATOR NAME

COOPERATOR ADDRESS

This Cooperative Agreement by and _____,
hereinafter called the COOPERATOR, and the Commonwealth of Virginia, Department of Forestry, hereinafter called the
DEPARTMENT.

WITNESSETH:

WHEREAS, the control of forest, brush, grassland and wildfires is essential to the welfare of the Commonwealth of Virginia; and

WHEREAS, the COOPERATOR is actively engaged in the prevention and suppression of all fires; and

WHEREAS, the COOPERATOR can more adequately carry out the prevention and suppression of wildfires if additional equipment
is available; and

WHEREAS, the DEPARTMENT, from time to time, may acquire federal excess property for use in the suppression of all types of
fires; and

WHEREAS, certain federal excess property made available through federal law to the State Forester, may be loaned to fire
department cooperators in the commonwealth.

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

A. The DEPARTMENT OF FORESTRY agrees:

1. To locate excess federal property that appears to be suitable for use in wildfire suppression by fire departments. Time devoted to locating excess federal property will be done within the manpower limitations of the DEPARTMENT.
2. To review a request for excess military property from any fire department COOPERATOR in Virginia with priority based on the need for such equipment as determined by the DEPARTMENT.
3. To loan, but not transfer permanently by title, such equipment that the DEPARTMENT may determine useful to fire departments for use in fire suppression. It is understood that the equipment is on loan to the DEPARTMENT from the federal government, General Services Administration and is on loan from the DEPARTMENT to the COOPERATOR.
4. To retain the right to inspect the equipment at any time and to observe conditions, maintenance and purpose for which the equipment is used.
5. To retain the right to request the return of the property to the State Forester if in his judgment, the equipment is not being properly maintained, stored or used effectively for fire suppression purposes.
6. To allow the fire department COOPERATOR to remove any accessories, tools, etc. added to the vehicle by them prior to returning the vehicle to the DEPARTMENT. All equipment on the vehicle when loaned to the COOPERATOR will remain with the vehicle upon return.

B. The _____ agrees:
COOPERATOR NAME

1. To pick up excess federal property at a point specified by the Virginia Department of Forestry.
2. To sign a property transfer form for all such excess property transferred to their custody.
3. To suppress or effectively aid the Virginia Department of Forestry in the suppression of forest, brush, grass, and wildfires occurring in their operating area.
4. To make the equipment available for inspection by the State Forester or his representative at any time with respect to use, condition and maintenance of the equipment.

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5. Not to sell, transfer or loan the equipment without specific prior written authorization from the State Forester.

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6. To allow a distinctive marking to be placed on the equipment in a prominent location or locations to indicate the cooperative arrangement between the Department of Forestry, the Fire Department Cooperator and the Federal Excess Property Program.
7. To maintain liability property damage insurance for each excess federal vehicle on loan in their possession to no less than the minimum required by the Commonwealth of Virginia.
8. To agree that such federal excess property will be used only for the control and suppression and prevention of fires or for the protection of life and property.
9. To insure 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.
10. To be responsible for state and local vehicle safety inspection requirements. To be responsible for proper licensing as required by the state and locality.
11. To 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 loaned vehicle.
12. To store vehicles and equipment in such conditions as to avoid freezing of fluids. They shall also be stored in such a manner as to eliminate deterioration from exposure to weather.

WITNESS our signatures to this AGREEMENT which we have signed _____ day of _____, _____.

VIRGINIA DEPARTMENT OF FORESTRY:

James W. Garner

STATE FORESTER NAME (print)

STATE FORESTER SIGNATURE

COOPERATOR:

COOPERATOR NAME

COOPERATOR AUTHORIZED NAME (print)

COOPERATOR AUTHORIZED TITLE (print)

COOPERATOR AUTHORIZED SIGNATURE

WITNESS:

WITNESS NAME (print)

WITNESS SIGNATURE

IF APPLICABLE:

VEHICLE INFORMATION

Manufacturer: _____ Serial No.: _____

Year: _____ Trans No. VA _____

Model No. _____