

TOOELE COUNTY CORPORATON
CUSTODIAL AGREEMENT FOR LOAN AND USE
CONTRACT #

OF
FEDERAL EXCESS PERSONAL PROPERTY
TOOELE COUNTY CORPORATON
CONTRACT # 11-12-10

In accordance with the regulations set forth in the Participating Agreement between The Utah Division of Forestry, Fire and State Lands (Division) and TOOELE County (County) both parties mutually agree to abide by the following requirements regarding the provision of Federal Excess Personal Property (FEPP) to the County by the Division.

The Division agrees:

1. To screen and acquire equipment for the County mutually determined to be beneficial to the fire service.
2. To loan to the County FEPP for use in the cooperative wildland fire protection program.
3. To carry out the initial licensing and registration for FEPP placed with the County. Subsequent annual registration(s) will be the responsibility of the County or its political sub-divisions.
4. To provide an inventory of FEPP equipment the County has on record with FFSL to the County by June 1 of each year.

The County agrees:

1. To have FEPP in operational condition to function in fire management program assignments within one year of its acquisition.
2. To obtain written approval from the Division prior to altering or taking parts (cannibalizing) from any FEPP provided by this agreement. Understanding that the Division must adhere to various federal regulations under which this property is acquired for loan.
3. To notify the Division when any FEPP is no longer needed for the fire program. The Division will make the determination of how disposal will be carried out based on established procedures of the Federal Government.
4. To insure that all FEPP acquired on loan as provided by this agreement is properly maintained in safe operational condition for response to wildland fires. Assure that the property is properly stored to prevent freezing and other weather related damage. No FEPP will be equipped or altered to preclude fire suppression from its primary use.
5. To insure that all FEPP on loan under this agreement is provided with liability insurance, equal to at least the minimum levels required by Utah State Law.
6. To insure that FEPP on loan under this agreement is identified as Federal Excess Property with property tags and a state identification decal provided by the Division.
7. To insure that FEPP equipment is painted to clearly distinguish it from military equipment.
8. To pick up and transport FEPP equipment from the facility where it is located when notified by the Division to do so. If the property is not picked up and transported during the time specified, it may no longer be available to the County.
9. To return FEPP to a location designated by the Division when it is no longer useful to the wildland fire protection program or when requested to do so by the Division.

It is mutually agreed:

1. The primary use of FEPP loaned to the County is for use in the fire management program of the state and County. This property is acquired under regulations which limit non-fire use to less than 10%. Non-fire use will not be planned on a regular basis. If the Division determines the non-fire use to be excessive, the equipment may be reassigned or withdrawn from the County. Fire use must account for at least 90% of the average annual use of the property.
2. The FEPP is owned by and title held by the Federal Government. Title to all FEPP through this agreement remains with the Federal Government and is not transferable.

Colleen Johnson

COUNTY OFFICIAL

6 Dec 2011

DATE

[Signature]

DIVISION OF FORESTRY, FIRE & STATE LANDS
AREA MANAGER

8 Nov 2011

DATE