

## **Federal Excess Property**

### **Terms and conditions**

**Equipment Acquisition:** DNR will acquire FEPP suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible Fire districts and Departments with the priority for districts and departments with the greatest need. Equipment will be made available “as is,” with no disclosure as to condition implied.

- (1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.
- (2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District is prohibited.

**Identification:** DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

### **Equipment Use, Refurbishment, and Maintenance Requirements:**

1. The District agrees to accept FEPP in “as is” condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The district may receive an extension upon prior written approval from DNR. If equipment is not put into service within one year and has not applied for an extension DNR will notify the District of an “in service” violation and immediately reallocate or dispose of the item.
2. All vehicles and trailers must be registered and licensed by the District through the Washington Department of Licensing, and copies provided to DNR.
3. All military or governmental exterior logos, insignias, and identification numbers removed.
4. Equipment will be painted with each fire district/fire department standard color when existing paint is badly deteriorated, faded; peeling, or the original paint is camouflage or Olive drab.
5. Cannibalization. It is permissible to strip components from one or more pieces of equipment to create a usable apparatus. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District will notify DNR immediately after cannibalization is

complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

In case of loss, theft, damaged, destroyed, or vandalized property, the District is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District for documentation, and to the US Forest Service for appropriate action.

**Property Disposal:** The District agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District's facility. The District agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

**Property Inventory:** Upon request by DNR, the District agrees to make items available for the purpose of conducting a physical inventory; to facilitate a program review; to facilitate a State or Federal audit.

**Business Auto Policy (BAP) Insurance:** For vehicles on loan through this program, the District must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include "Any Auto" category.

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District is responsible for any deductible.

<u>Description</u>	<u>Each</u>
<u>Accident</u> Bodily Injury and Property Damage Injury \$1,000,000 (including death) that arises out of or in connection with the performance of this Agreement	