



MISSISSIPPI FORESTRY COMMISSION

3139 Highway 468 West • Pearl, Mississippi 39208

Phone: (601) 420-6016 • Fax: (601) 420-6019 • www.mfc.ms.gov

FEDERAL EXCESS PERSONAL PROPERTY (FEPP) COOPERATIVE EQUIPMENT AGREEMENT

This Cooperative Equipment Agreement (“Agreement”) is entered into between the Mississippi Forestry Commission (“Commission”) and _____ VFD ID # _____ (“Cooperator”), referred to collectively as the “Parties”, for the mutual benefit of the protection of timbered and uncultivated lands and the suppression of timber, grass, and wildland fires in the Cooperator’s protection area.

THE COMMISSION AGREES:

1. To loan the Cooperator the equipment identified in this Agreement to be used in accordance with the provisions of this Agreement.
2. Title to all accessories, tools, or ancillary items added to this equipment by the Cooperator shall remain with the Cooperator and may be removed prior to returning the equipment to the Commission unless said removal would damage the equipment.

THE COOPERATOR AGREES:

1. To equip, outfit, paint, modify the equipment and/or do whatever necessary to place the equipment in active fire service within six (6) months from the date of delivery of the equipment and provide shelter adequate to protect it from vandalism and adverse weather. This equipment may not be modified without the written approval of the FEPP Coordinator.
2. To obtain, prior to the use of the equipment and continue in effect for the duration of this Agreement, motor vehicle liability insurance not less than the amount required by Mississippi law to cover the operation and use of the equipment. The US Forest Service will be listed as Lessor or Additional Insured. Proof of insurance will be mailed to FEPP Coordinator.
3. To indemnify and hold harmless the Commission and the USDA Forest Service from any and all claims, losses, damages, costs, expenses, or injuries to persons or property alleged to have been involved with, arising out of, or resulting from the Cooperator’s use, possession, custody, or control of the equipment.
4. That all drivers of the equipment will complete an Emergency Vehicle Driver course.
5. That add-on tanks, tank trucks, tank trailers shall be baffled at each 150-gallon interval and will not exceed the Vehicle’s GVW.
6. To provide all necessary maintenance and repairs to the equipment which at a minimum shall be in accordance with the equipments manufacturers maintenance plan.
7. May only be acquired for and used to suppress fires. Any other use, including personal use, is illegal.
8. Equipment will be available for inspection upon request.

IT IS MUTUALLY AGREED:

1. Title to the equipment shall remain with the United States Forest Service.
2. The equipment may not be sold, junked, traded, or disposed of, but must be returned to the Commission for final disposition by the **Volunteer Fire Department**.
3. Upon the termination of this Agreement, the equipment shall be returned to the Commission in the same condition that the Cooperator received the equipment except for reasonable wear and tear.

MFC # _____ NFC # _____ ACQ. COST _____

DESCRIPTION _____

VIN/SERIAL _____ *MAXIMUM TANK SIZE ALLOWED _____

MFC # _____ NFC # _____ ACQ. COST _____

DESCRIPTION _____

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DESCRIPTION _____

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DESCRIPTION _____

VIN/SERIAL _____ *MAXIMUM TANK SIZE ALLOWED _____

Notes

This Agreement shall be in effect from the date of execution by the Mississippi State Forester and will continue in force from year-to-year unless terminated by either party by thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have set their hands.

Release By: _____

Printed Name: _____

Date: _____

State Forester
or Designee _____

Date _____

Department: _____

County: _____

Signature: _____

Printed Name: _____

Title/Date _____

Coordinator: _____

Date: _____