

Memorandum Fire Department

To: John Gripp, Interim City Manager
From: Jeff Yerkey, Fire Chief | Assistant City Manager
Subject: IDNR Excess Property Program
Date: February 23, 2022



The Illinois Department of Natural Resources, Division of Forest Services, administers special programs that allow Fire Departments in the state of Illinois to acquire excess federal property to be utilized for fire department operations. There are two primary programs that are available:

1. Firefighter Property (FFP) program - ownership of excess Department of Defense fire equipment is transferred to the fire department for the exclusive purpose of fire suppression, fire prevention, and related emergency services.
2. Federal Excess Personal Property (FEPP) - the U.S. Forest Service maintains ownership of the property, which is on loan to the fire department and must be returned to IDNR when no longer in use.

Commonly available items through FEPP/FFP include but are not limited to pickup trucks, 2 ½-ton trucks, 5-ton trucks, vans, SUVs, trailers, hose, nozzles, generators, pumps, tools, compressors, ATV/UTVs, light plants, power tools, hand tools, and BLS/ALS medical equipment.

Enclosed with this memo is the Guidelines Handbook that provides information regarding the programs, as well as two Cooperative Agreements that we would have to enter into with IDNR.

Recommendation

The Fire Department recommends that the City enter into Cooperative Agreements with the Illinois Department of Natural Resources, Division of Forest Services, in order to acquire excess federal property to be utilized for fire department operations.

Submitted by: Jeff Yerkey, Fire Chief | Assistant City Manager

Approved by: John Gripp, Interim City Manager

Illinois Department of Natural Resources

Federal Excess Personal Property (FEPP) Firefighter Property (FFP)

Standard Operating Procedures/ Guidelines Handbook

The intent of this document is to clarify aspects of the Federal Excess Personal Property (FEPP) and Firefighter Property (FFP) programs as administered by the Illinois Department of Natural Resources (IDNR) for cooperating Fire Departments in Illinois so that full compliance with all program criteria and requirements may be reached. This document will include specific guidelines of both the FEPP and FFP programs. *The Memorandums of Understanding that Illinois Fire Departments are required to sign to participate in the FEPP and FFP programs contain additional specific details and program obligations required of participating Fire Departments (Attached for reference).*

Program Background / Summary:

Through agreement with the United State Forest Service, the IDNR may provide surplus federal equipment to fire departments for fire and/or emergency response use.

Equipment is offered through two programs. Although the two programs are similar, there are significant and defining differences that make it very important for Fire Departments to fully understand their responsibilities under each program.

Federal Excess Personal Property (FEPP)

FEPP equipment is acquired from a variety of federal agencies and is *loaned to a fire department* and must be returned to IDNR when no longer in use. Equipment must be placed into service within one year of being received. IDNR personnel will biennially inspect FEPP equipment to ensure that it is still in service and in good working order. FEPP equipment will be identified with a sticker provided by IDNR. Fire departments are never permitted to sell, trade, give away, or dispose of FEPP equipment.

Firefighter Property (FFP)

FFP equipment is provided to a fire department and *ownership is transferred* to the fire department after it has been in service for a certain amount of time (as specified in MOU between the fire department and IDNR). Equipment must be placed into service within 12 months of receiving it. Fire departments must obtain written consent from IDNR prior to selling, trading, giving away, or disposing of FFP equipment. FFP equipment is acquired through the Department of Defense.

Commonly available items through FEPP/FFP include but are not limited to pickup trucks, 2½-ton trucks, 5-ton trucks, vans, SUVs, trailers, hose, nozzles, generators, pumps, tools, compressors, ATV/UTVs, light plants, power tools, hand tools, and BLS/ALS medical equipment.

More details on Illinois FEPP and FFP programs:

<https://www2.illinois.gov/dnr/conservation/Forestry/Pages/FederalFirePrograms.aspx>

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Eligibility

For Fire Departments to be eligible to be assigned FEPP and/or FFP from the IL. Dept. of Natural Resources (IDNR) they must meet several criteria:

- FD must have a current FEPP and/or FFP agreement with the IDNR
- FD must have current Department Contact form
- FD must have a current Screeners Agreement
- FD must be current with DNR Fire reports
- FD must remain current with all FEPP/FFP screeners worksheets

FEPP / FFP Item Use Requirements

FEPP / FFP Items assigned to Fire Departments under the MOU agreement must be used only to suppress fires, support Fire Department operations, or for operations on such other emergencies which are threatening the loss of life and/or property. FEPP and/or FFP may not be used for any purpose other than fire and emergency response and/or Fire Department operations. FEPP / FFP items assigned to Fire Departments may not be used for general township / municipality maintenance projects, personal use, or other projects unrelated to fire department operations. Failure to comply with use requirements may result in disqualification from the FEPP/FFP program.

Requesting Equipment

Eligible Fire Departments may request specific items through the FEPP and/or FFP equipment programs. The Illinois Department of Natural Resources (IDNR) only accepts item requests submitted through the New Inventory Request form email chain. Requests for similar items are submitted by the order they were received.

Types of Property Available

A wide variety of items useful in fire and emergency response may become available through FEPP and/or FFP programs. IDNR generally limits its acquisitions to items identified as Department of Defense Demilitarization/Integrity Code A and Code Q6. Integrity Code A is defined as items subject to the Export Administration Regulations (EAR) in parts 773-74 of Title 15, Code of Federal Regulations (CFR) (CCLI or EAR99) and determined by the DoD to present a low risk when released out of DoD control. No DEMIL, MUT or end use certificate is required for these items. Code Q6 is defined as Commerce Control List Items (CCLI). Upon disposal, mutilation to the point of scrap required outside the United States; however, when disposed of inside the United States, mutilation is not required.

Inventory Procedures

Commensurate with Federal guidelines, a full certified FEPP equipment inventory must be completed every two years. To ensure that these guidelines are met and to maintain program integrity, IDNR may conduct annual inspections of FEPP equipment that are assigned to rural FDs.

FFP items generally do not require certified inventory after being assigned to a Fire Department (depending on when the item was determined to be in-service); however, IDNR may request to see an FFP item while conducting FEPP inspections. During the FEPP inspection, IDNR will physically go to the FD, verify that the FEPP item(s) are in good working condition, properly maintain and stored, and still providing good and useful service to the FD to which they are assigned. Any issues, problems, violations, and/or missing property will be documented and addressed.

Operational Service Requirements: FEPP

All in-service requirements, required demilitarization modifications, storage/maintenance requirements and Fire Department responsibilities identified in the FEPP MOU between the recipient Fire Department and IDNR must be adhered to.

Upon being assigned an FEPP item, the recipient Fire Department must ensure that the item is in functional and serviceable condition within one year of assignment. If, during inspection by IDNR, FEPP items are discovered to be in non-serviceable condition or being handled outside of agreement guidelines, IDNR may request the items be returned for reassignment to another Fire Department and/or disposal.

Items assigned through the IDNR FEPP program may have a yellow FEPP sticker affixed to it. This sticker must remain on the item as it is used for property type identification and contains information pertinent to management of that asset.

Failure to comply with in-service requirements or negligent treatment of FEPP items may result in disqualification from the FEPP program.

Operational Service Requirements: FFP

All in-service requirements, required demilitarization modifications, storage/maintenance requirements, and other Fire Department responsibilities identified in the FFP MOU between the recipient Fire Department and IDNR must be adhered to.

Upon being assigned an FFP item, the recipient Fire Department must ensure that the item is in operational condition within (1) year of assignment. The Fire Department will notify IDNR when the equipment is in operational condition by providing pictures and a letter certifying equipment has been placed into service. If after the 1-year period the FFP items are discovered to be in non-serviceable condition or being handled outside of agreement guidelines, IDNR may request that the items be returned for reassignment to another Fire Department and/or disposal. The FFP item must be kept in service and maintained by the Fire Department commensurate with guidelines defined in the FFP MOU for a minimum of 1 year after transfer of ownership of the FFP items to the Fire Department.

Failure to comply with in-service requirements or negligent treatment of FFP items within the first two years of assignment may result in disqualification from the FFP program.

Insurance Requirements / Damage / Loss: FEPP

For vehicles, the Fire Department is required to maintain an appropriate level of liability insurance coverage for the item assigned for as long as the item is assigned to the Fire Department. The insurance is to be in force at the time the item is received by the Fire Department. If the FEPP item is damaged and an insurance claim must be made, the Fire Department must immediately call IDNR. The Fire Department must be aware that the FEPP item does not belong to their Fire Department as they do not hold title and ownership of the item; therefore, an insurance claim settlement will not be paid to their Fire Department, but rather to the party holding title, the US Forest Service.

If major damage occurs to an FEPP vehicle that greatly affects the working condition of the item (examples: blown motor, 4x4 goes out) and the Fire Department has no intent of fixing it, the Fire Department must contact the IDNR immediately to arrange for return of the item. Minor damage such as scratches and dents do not need to be reported.

If an accident occurs involving an FEPP item that results in injury or death, IDNR must be notified immediately. If an FEPP item is vandalized, lost, or stolen it must be reported to local law enforcement and the IDNR as soon as possible.

Insurance Requirements / Damage / Loss: FFP

For vehicles, the Fire Department is required to have an appropriate level of liability insurance coverage for the item upon assignment and for the two-year acquisition and in-service period. Following that, the Fire Department may insure the item as they see fit. If the FFP item is damaged and an insurance claim must be made, the Fire Department must immediately call IDNR. The Fire Department does hold title and ownership of the item; therefore, an insurance claim settlement may be paid to their Fire Department.

Within the two-year acquisition and in-service period, if major damage occurs to an FFP vehicle that greatly affects the working condition of the item (examples: blown motor, 4x4 goes out) and the Fire Department has no intent of fixing it, the Fire Department must contact IDNR immediately to arrange for disposal of the item. Minor damage such as scratches and dents do not need to be reported.

At any point in time, if an accident occurs involving an FFP item that results in injury or death, IDNR must be notified immediately. At any point in time, if an FFP item is vandalized, lost, or stolen it must be reported to local law enforcement and IDNR as soon as possible.

Property Return / Property Disposal: FEPP

FEPP items always permanently remain property of the Federal Government – FEPP items are on loan to the Fire Department through agreement as defined in the FEPP MOU. Since the item never becomes property of the Fire Department, the Fire Department may not ever sell, scrap, trade, throw away, or dispose of any FEPP item. The only way the Fire Department may relieve themselves of an FEPP item is to return it to IDNR. The Fire Department must contact IDNR to receive direction on how and when to return the item. Commensurate with the FEPP agreement, the Fire Department is responsible for any costs associated with return.

Prior to returning the FEPP item to IDNR, the Fire Department may remove any improvements they have made to the item such as slip-on unit, lights, racks, tanks, motor, electronic components, tires, etc. However, the equipment must be returned in a similar condition to which it was received; that is, if the vehicle was assigned to the FD with a motor and four tires, it must be returned with a motor and four tires.

If the Fire Department elects to upgrade a component of an FEPP item, the Fire Department must not simply discard the component being replaced. Components / parts are Federal property and have the same disposal guidelines as entire items. The Fire Department must either retain possession of the old components / parts and return it to IDNR along with the item upon conclusion of use, or the Fire Department must contact IDNR and arrange for return of the component.

Property Return / Property Disposal: FFP

FFP items become conditional property of the Fire Department at the time of assignment. However, commensurate with terms of the MOU, the Fire Department must keep the item in operational service for one year prior to disposing of the item. If the Fire Department wishes to dispose of the item prior to completing the operational service requirement, the item must be returned to the Illinois Department of Natural Resources. Following the completion of the one-year operational service commitment, the Fire Department may dispose of the item in any manner that they choose (including sale, trade, scrap, salvage, garbage) but only after notifying the Illinois Department of Natural Resources, commensurate with the terms of the MOU, unless item has a Q6 DMIL code.

Fire Departments will have conditional title to Demilitarization Q6 code until all program requirements are met. Title and ownership of property does not pass to any private individual in their private capacity. Sale or transfer of DEMIL Q6 property, after the one-year conditional holding and utilization period, to non-FFP participants must be executed in compliance with U.S. Export Control Regulations. The Illinois Department of Natural Resources will provide DEMIL Q6 recipients a copy of the regulations when property is issued.

If the Fire Department elects to upgrade a component of an FFP item, the Fire Department may not discard the old component prior to completion of the two-year acquisition/in-service requirement. Following that, the item may be disposed of in any manner they choose.

Parts Management / Combining Program Components

Fire Departments may place components assigned through one program onto equipment assigned through the other program. However, all requirements and conditions (including ownership, service requirements and disposal) of the program through which each component was acquired still apply. In cases where FEPP and FFP components are combined onto one emergency response apparatus, at the end of serviceable life the FEPP must be returned to IDNR and the FFP may disposed of by the Fire Department through appropriate means.

Summary

The FEPP and FFP programs have great potential to provide benefit to any Illinois Fire Department that is eligible and chooses to participate. The programs are very broad, so it is difficult to address every issue or question that may come up regarding FEPP/FFP in this publication. When Fire Departments have questions about the IDNR equipment programs, they should not hesitate to contact us for guidance and assistance.

<u>Name</u>	<u>Work Location</u>	<u>Phone</u>	<u>Email</u>
Tom Wilson	Jerseyville, IL	(618)498-1627	Tom.wilson@illinois.gov
Jason Sartin	Utica, IL	(815)681-0095	Jason.sartin@illinois.gov
Abby Zebron	Utica, IL	(815)315-8552	Abby.zebron@illinois.gov
Josie Walter	Benton, IL	(618)435-8138 x 150	Josie.walter@illinois.gov

Illinois Department of Natural Resources
Division of Forest Resources
Department of Defense – Firefighter Property
Cooperative Agreement

This Firefighter Property Program Agreement (FFP) agreement herein referred to as “Agreement”, by and between the Illinois Department of Natural Resources, an agency of the State of Illinois, herein referred to as the “IDNR” and the cooperating party named herein referred to as the “Cooperator”, set forth the following:

The Illinois Department of Natural Resources, as set forth by Illinois Statutes, (425 ILCS 40/) Forest Fire Protection District Act, is responsible for the protection, promotion, enhancement and nurturing of forest resources.

Purpose:

Utilization of Department of Defense (DoD) Firefighter Property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the Cooperator.

Agreement:

Whereas, the ability to control wildland and community fires is essential to a community’s effective fire protection program, and

Whereas, the Cooperator can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the IDNR in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator.

Now therefore, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The IDNR Agrees:

1. To provide DoD firefighter property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the Cooperator. However, the IDNR will only screen items with a Demilitarization (Demil) code A and on occasion Q6.
2. To provide technical and informational support and assistance, upon request, in converting DoD firefighter property into operational fire suppression apparatus.
3. To provide the Cooperator with the Standard Form 97 Vehicle Title Request (SF 97).
4. To recognize ownership of all purchased accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as belonging to the Cooperator.
5. To comply with the USDA Forest Service/DoD Firefighter Property Standard Operating Procedures which can be found in its entirety at:
<http://www.fs.fed.us/fire/partners/fepp/DODprogram/SOP.docx>

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The Cooperator Agrees:

1. To request property that can effectively be used only for firefighting or emergency services. The Cooperator must insure that the program is not misused or abused in any way.
 2. The Cooperator must have a completely executed agreement with the Department of Natural Resources. This agreement must be renewed every two years and/or when Cooperator Chief or Board contact changes, whichever comes first.
 3. The Cooperator must complete a request form, and email through the proper chain prior to the IDNR approving the requested equipment or vehicle.
 4. The Cooperator agrees to pick up or ship equipment and to be responsible for all operational costs, transportation and repairs to place the equipment acquired under this Agreement in operational condition in accordance to the provisions outlined below:
 - a. To convert said equipment into a viable firefighting unit or emergency services unit, to meet minimum standards and to paint equipment if necessary, to ensure there are no military markings on the equipment.
 - b. Operational condition of the equipment must be achieved within twelve (12) months of its acquisition from the Commission.
 - c. The Cooperator will notify the IDNR when the equipment is in operational condition and make equipment available for a final inspection by a IDNR representative prior to putting into service to ensure conformity with the provisions within this agreement.
 - d. If the IDNR determines equipment acquired through this agreement is not in operational condition, this agreement will become null and void, and the equipment will be returned to the IDNR at the Cooperator's expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the Cooperator's expense.
 - e. If the Cooperator fails to make a good faith effort to return equipment within one month after being notified of non-compliance the IDNR may exercise its option to retrieve the vehicle and the Cooperator agrees to pay two dollars and fifty cents (\$2.50) per mile to and from Springfield headquarters for transportation costs. There is a minimum of two hundred (\$200) dollars and an administrative fee of fifty (\$50) dollars per trip.
 - f. If this agreement becomes invalid due to non-compliance the Cooperator will be ineligible to acquire additional equipment or vehicles from either the FFP or Federal Excess Personal Property (FEPP) programs for two years. Will also be ineligible for VFA grants.
 5. The following applies to any vehicle acquired through this agreement:
 - a. Cooperator will carry liability insurance and provide proof of such insurance to the IDNR upon its request. Such policy must be in compliance with State minimum amounts and name the IDNR as an "additional insured" until title is transferred.
 - b. The Cooperator relieves the IDNR of responsibility under the "agent of the state" statutes in all matters related to this vehicle.
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- c. To insure that add-on tanks, pumps, hose reels, etc., will not cause the vehicle in this agreement to exceed the gross vehicle weight (GVW) of that vehicle. Add-on tanks shall be baffled.
6. To provide for adequate storage and maintenance for this equipment and to make equipment available for periodic inspections by the IDNR.
 - a. The vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this agreement.
 - b. The Cooperator will bear the entire cost of maintenance, repair, and operation of this vehicle while in the Cooperator's possession.
7. To keep equipment operational for a minimum initial in-service term of one (1) year. The equipment cannot be sold or disposed of prior to the expiration of the initial term. Any proceeds from the sale of FFP equipment must be earmarked for fire or emergency services equipment.
8. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the Cooperator has jurisdictional authority.
9. Recipients of FFP property will provide access to and the right to examine all records, books, papers, or documents relating to DoD Firefighter Property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.

It is Mutually Agreed and Understood:

1. A Standard Form 97 (SF-97) will be issued in the Cooperator's name by the United States Government to be used to apply for Title. IDNR will hold the SF-97 until the vehicle has been deemed in operation as required under this agreement.
2. The equipment will be marked with a 'Provided by...' decal, one on each side, issued by IDNR for tracking purposes and the said decal will remain on the equipment indefinitely or until the time the Cooperator sells the equipment. Replacement decals will be provided by IDNR on request by the Cooperator.
3. To contact the IDNR FFP Manager in writing to inform the IDNR of the Cooperator's intent prior to disposing of FFP equipment.
4. Equipment acquired under this agreement shall not be used for speculative purposes.
5. The IDNR will not be responsible for furnishing spare parts for the equipment and the Cooperator accepts equipment "as is", "where is" and in the condition received without any warranties of any kind, either expressed or implied, being made by the IDNR.
6. Neither the Cooperator nor the IDNR is a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods such as described in this agreement.
7. Owners of property received through the Firefighter Program will cooperate with Federal and

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State parties to ensure compliance with Federal and State regulations and program and property management requirements.

8. Cooperator will operate within this program at the pleasure of the IDNR. If these guidelines are not followed, Cooperator's future privileges may be terminated. If it is determined a Cooperator is abusing the program then the State FFP Manager will submit to the State Forester a written request to remove a Cooperator from the program. The State Forester will provide the decision in writing to the Cooperator and State FFP Manager. The Cooperator may appeal the decision to the State Forester, by providing a written appeal/justification to the State Forester within thirty (30) days of the receipt of the initial decision. If decision is upheld the Cooperator may yearly, in writing, request reinstatement to the program.

Term:

This agreement will be effective from the date of execution and will continue in force for a period of two (2) years unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

SPECIAL NOTATION: This Agreement is not associated with the Federal Excess Personal Property (FEPP) Program which is also administered by the US Forest Service through the Illinois Department of Natural Resources and available only to fire departments in Illinois. It should be noted that many fire departments will have equipment obtained via both this and the FEPP Program, but the items must be identified separately.

IN WITNESS, THEREOF, the parties, by and through their duly qualified and/or acting officials, have hereunto set their hands.

LOCAL UNIT:

EXCESS PROPERTY COORDINATOR

FIRE CHIEF/AGENCY DIRECTOR – Signature

NAME: Jeffrey C. Yerkey

EMAIL: yerkey.jeffrey@rigov.org

PHONE: (309) 732-2801

DATE: _____

EXCESS PROPERTY COORDINATOR – Signature

NAME: _____

EMAIL: _____

PHONE: _____

DATE: _____

CITY/DISTRICT/AGENCY–Signature

NAME: _____

EMAIL: _____

PHONE: _____

DATE: _____

2. The equipment must be converted for use for fire control and placed in fire service within 6 months from the date of issue to the cooperator. Upon written request to the Department an extension may be granted. Cooperator will be required to return any equipment to the Department if equipment is not put into service in a timely manner.
3. To maintain and keep in full force and effect current liability and property damage insurance with limits of \$50,000/\$100,000 for injury to persons and \$25,000 property damage for each piece of equipment loaned or make available to Co-operator in accordance with this Agreement and to file copies of said policy or policies of insurance with the State Forester's office. It is understood that any or all insurance policy or policies shall be appropriately endorsed to add the State of Illinois (Department of Natural Resources) as an additional party insured.
4. The Cooperator must notify the Department and local law enforcement within 24 hours, or as soon as practical of all damages, vandalism or theft of the federal excess property on loan under this agreement. This includes the event of an accident or death involving a vehicle on loan to the Cooperator.
5. To hold harmless, indemnify, save and defend the State of Illinois (Department of Natural Resources) and the U.S. Forest Service from and against any and all losses, damages, costs, injuries or claims thereof to persons or property (including the employees, agents, servants or authorized personnel of the State of Illinois, Department of Natural Resources or the U.S. Forest Service, involving, arising out of or resulting from Co-operator's use possession, custody and control of the equipment provided and furnished pursuant to this Agreement.
6. To limit non-fire use of the equipment to 10% of the total miles driven or hours operated for each twelve month period equipment is on loan.
7. To make all the equipment loaned to Co-operator available for an annual inspection by authorized personnel of the Department and/or U.S. Forest Service.
8. That the no equipment nor any part or portions thereof shall be sold, junked, retired or traded by Co-operator other than in accordance with the Return and Disposal Instructions promulgated by the Department, which may be obtained upon request. In this regard, it is understood by Co-operator that title to and ownership of all loaned equipment shall remain vested in the U.S. Forest Service, and that said specified equipment is made available to the Department (and consequently to Co-operator) pursuant to the Federal Excess Personal Property program as authorized by the Federal Property program as authorized by the Federal Property and Administrative Services Act of 1949, as amended, (P.L. 94-519), and Section of the Cooperation Forestry Assistance Act of 1978 (P.L. 95-313).
9. That no modifications to the equipment will be undertaken by Co-operator without the written approval and concurrence of the Department.
10. That within 30 days following written notice from the Department, Co-operator shall return any loaned equipment or parts thereof specified in the written notice to location set forth therein.
11. To report all wildfires (occurring outside city or town limits) falling within Co-operator's area or territory as soon as possible following each such occurrence on standard fire report forms to be furnished by the Division of Forest Resources.
12. To maintain a record of all fire calls made or responded to by Co-operator where loaned Federal equipment was utilized.

13. That all equipment provided or furnished to Co-operator under this Agreement shall be painted and marked by Co-operator with fire department colors and in such a manner as will indicate cooperation between Co-operator and the Department respecting said equipment , and for this purpose an appropriate stencil will be provided.
14. To furnish adequate storage and maintenance facilities for all equipment furnished to Co-operator pursuant to this Agreement.
15. To pay the operational costs and expenses attendant with Co-operator's use and employment of the equipment loaned pursuant to this Agreement
16. To furnish, or otherwise provide or pay for all necessary maintenance and repairs to or upon all equipment provided to Co-operator under the terms of this agreement.

This agreement shall become effective from and after the date of execution by the Chief of Forest Resources continue in full force and effect until mutually canceled or otherwise agreed by the parties hereto, provided, however, that in the event of the breach of the terms, provisions or conditions hereof by either party, the aggrieved party shall have the right to cancel and terminate this agreement 30 days following written notification to the other party of it's breach of said agreement if within said 30 day period the breaching party has not cured or substantially undertaken to cure or correct the Breach or violations set forth in the written notice.

IN WITNESS WHEREOF the parties of this agreement, have hereunto set their hands and seals this _____ day of _____ A.D. _____.

LOCAL UNIT:

EXCESS PROPERTY COORDINATOR

 FIRE CHIEF – Signature
 NAME: Jeffrey C. Yerkey
 EMAIL: yerkey.jeffrey@rigov.org
 PHONE: (309) 732-2801
 DATE: _____

 EXCESS PROPERTY COORDINATOR – Signature
 NAME: _____
 EMAIL: _____
 PHONE: _____
 DATE: _____

 CITY/DISTRICT OFFICIAL – Signature
 NAME: _____
 EMAIL: _____
 PHONE: _____
 DATE: _____