

## **CUSTODIAL AGREEMENT FOR LOAN AND USE OF FEDERAL EXCESS PERSONAL PROPERTY**

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

**A. The Division agrees:**

1. To screen and acquire equipment for the Fire Service Organization mutually determined to be beneficial to the fire service.
2. To loan to the Fire Service Organization FEPP for use in fire protection.
3. To carry out the initial licensing and registration for FEPP placed with the FSO. Subsequent annual registration(s) will be the responsibility of the Fire Service Organization.
4. To provide an inventory of FEPP equipment the FSO has on record with FFSL, to the FSO by June 1 of each year.
5. To provide Federal Excess Property tags and a state identification decal.
6. To reimburse the county for FFSL approved usage on lands outside of their FSO jurisdiction at a rate of 66% of the annual published rates identified in the FFSL "Fire Department Manual".

**B. The Fire Service Organization 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 first obtain written permission from the Federal Property Management Officer before granting approval to the FSO for major alterations and cannibalization.
3. To notify the Division when any FEPP is no longer needed for fire protection. The Division will make the determination of how disposal will be carried out based on the established procedures of the Federal Government.
4. To ensure that all FEPP acquired on loan as provided by this agreement is properly maintained in safe operational condition for response to fires. No FEPP will be equipped or altered to preclude fire suppression from its primary use.
5. To ensure that the property is properly stored to prevent freezing and other weather related damage.
6. To ensure 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.
7. To ensure 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.
8. To make available to the Division the equipment provided to the FSO for fires on State, Federal and other lands outside of the Fire Service Organization jurisdiction when requested by FFSL.
9. To ensure that FEPP equipment is painted to clearly distinguish it from military equipment within one year of placement.

- 10. 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 FSO.
- 11. To return FEPP to a location designated by the Division within 30 days of when it is no longer useful to the FSO or when requested to do so in writing by the Division.
- 12. To allow FFSL access to the FEPP equipment for annual inspection and compliance review.

C. It is mutually agreed:

- 1. The primary use of FEPP loaned to the Fire Service Organization is for use in the fire management program. 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 Fire Service Organization. Fire use must account for at least 90% of the average annual use of the property.
- 2. Pursuant to federal regulations, 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.

D. Expiration

This agreement shall be in effect for five (5) years, and must be renewed if the Fire Service Organization signing representative is no longer a representative of the organization.

**David Gallegos**

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**FIRE SERVICE ORGANIZATION OFFICIAL NAME**

*David Gallegos*

\_\_\_\_\_  
**FIRE SERVICE ORGANIZATION OFFICIAL SIGNATURE**

**02/14/2024**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**FIRE SERVICE ORGANIZATION GOVERNING BODY NAME AND TITLE**

\_\_\_\_\_  
**GOVERNING BODY SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DIVISION OF FORESTRY, FIRE & STATE LANDS AREA MANAGER NAME**

\_\_\_\_\_  
**DIVISION OF FORESTRY, FIRE & STATE LANDS  
 AREA MANAGER SIGNATURE**

\_\_\_\_\_  
**DATE**

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**DIVISION OF FORESTRY, FIRE & STATE LANDS DEPUTY FMO NAME**

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**DIVISION OF FORESTRY, FIRE & STATE LANDS  
 DEPUTY FIRE MANAGEMENT OFFICER SIGNATURE**

\_\_\_\_\_  
**DATE**

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**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ASSISTANT ATTORNEY GENERAL**

\_\_\_\_\_  
**DATE**