

T E X A S
FOREST SERVICE
The Texas A&M University System

Contracts File

January 12, 2009

Tom Green Co Emergency Mgmt
Box 1751
San Angelo, Tx 76902

Case No. 2795

ROUTE TO:

Comm Pct 1 _____
Comm Pct 2 _____
Comm Pct 3 _____
Comm Pct 4 _____
Admin Serv _____

Dear Sir or Madam:

Our records indicate that in the past, the Texas Forest Service and the Tom Green Co Emergency Mgmt Agreements for Tom Green Co Emergency Mgmt surplus federal equipment for use in the suppression of natural cover and structural fires and for other emergencies which threaten the loss of life and property.

This letter serves as official notification that the attached agreement; Cooperative Agreement for Rural Community Fire Protection, Case Number 2795 replaces all previous Cooperative Agreements for Rural Community Fire Protection. The new agreement is in effect from: July 14th 2008 through July 14th 2013. New agreement covers all equipment on loan from previous agreements and still in possession by Tom Green Co Emergency Mgmt and any new equipment that will be loaned within the term of this agreement.

We look forward to a continued relationship through the administration of the Rural Community Fire Protection agreements. Please feel free to call our Capacity Building Department should you have questions regarding this transaction. Capacity Building Department contact is Kelly Scott at 936-639-8100 or kscott@tfs.tamu.edu.

Thank you.

Sincerely,



D. Joe Fox
Capacity Building Department Head

Attachment

cc: Finance and Administration

COOPERATIVE AGREEMENT
FOR
RURAL COMMUNITY FIRE PROTECTION

I. This cooperative agreement is made this 14th day of July, 2008, by and between, Tom Green Co Emergency Mgmt at San Angelo, Texas, hereinafter referred to as the COOPERATOR, and the Texas Forest Service, a Member of The Texas A&M University System and an agency of the state of Texas, hereinafter referred to as the SERVICE. This agreement concedes that prevention and suppression of natural cover fires threatening forest and range lands, human lives, structural improvements and all other rural values is of mutual concern to both parties.

- A. The COOPERATOR has requested the assistance of the SERVICE in developing wildfire protection on certain rural lands.
- B. The SERVICE has found that such cooperation is necessary to enhance the organization of fire protection on forested, non-forested watershed, and rural land in the State.

II. THE SERVICE AGREES:

- A. To make available certain fire control equipment and tools to be used in the suppression of natural cover and structural fires and for other emergencies which threaten the loss of life and property. Equipment made available to COOPERATOR will be documented on an RCFP Equipment Listing, signed by both parties. All equipment made available to COOPERATOR will be subject to terms and conditions of this agreement.
- B. To license federal excess motor equipment provided under this agreement.
- C. To provide repair parts for equipment maintenance purposes when available.
- D. To permit removal of any accessories which the COOPERATOR has added to the equipment prior to its return to the SERVICE.
- E. To provide technical assistance in operational fire planning, use of equipment, and training in fire prevention and wildland fire suppression.

III. THE COOPERATOR AGREES:

- A. To develop an operational fire plan and to cooperate fully with the SERVICE in coping with wildfire problems. Also to cooperate with other county, area and regional fire SERVICE organizations in coping with mutual fire problems.
- B. To use equipment and tools provided solely in the suppression of natural cover or structural fires or for other emergencies which threaten the loss of life or property.
- C. To have federal excess equipment in service within six months of acquisition by the COOPERATOR.
- D. To title and license non-federal excess motor equipment provided under this agreement.
- E. To secure equipment at a mutually agreeable location, to paint federal excess motor equipment and to be responsible for all additional repair, and operational costs.
- F. To provide for adequate equipment storage and maintenance and to permit annual equipment inspections by SERVICE representatives.
- G. That federal excess equipment may not be altered without prior approval of the SERVICE, and that federal excess property must be returned to the SERVICE for final disposition.

- H. To maintain current liability and property damage insurance for each piece of equipment loaned; to assume full liability for injury to the operator or others injured by said equipment and for damages resulting from movement or use; and to hold the SERVICE free and harmless from any and all claims, damages, costs and charges whatsoever.
 - I. To have all motor vehicles inspected annually by an approved vehicle inspection station, and to submit a copy of the certificate of inspection to the SERVICE.
 - J. To provide systematic training to members in fire prevention and suppression, safety and first aid.
 - K. To ensure that the Federal and State property bar code labels are not defaced or removed and the USDA Forest Service "fire use only" decal is not defaced or removed from the vehicle.
 - L. Report to the SERVICE if any Federal Excess Personal Property ("FEPP") is lost, stolen, damaged or missing within five business days of the occurrence and provide police reports and other documentation as required to substantiate the claim.
 - M. Recipients of FEPP will provide access to and the right to examine all records, books, papers, or documents relating to this property to the SERVICE, the USDA Forest Service, and the Comptroller General of the United States or their authorized representatives.
 - N. Title to the equipment under the Federal Excess Personal Property program shall remain with the USDA Forest Service.
 - O. When FEPP on loan to a COOPERATOR is lost, damaged, or stolen, the SERVICE will determine whether there was negligence or gross negligence on the part of a legitimate operator or custodian. Incidents of negligence or gross negligence will be resolved in accordance with the USDA Forest Service FEPP Desk Guide Chapter 20.
 - P. The SERVICE shall have the right to recall said equipment at any time and substitute therefore different equipment of similar specifications and/or when the vehicle is not being maintained and/or operated in such a manner as to be of mutual advantage.
- IV. Violation of listed stipulations could result in termination of this cooperative agreement and further participation in and use of available funds in the Rural Fire Protection Program.
- V. This agreement is not assignable.
- VI. The terms of this agreement shall be governed by the laws of the state of Texas.
- VII. This is the entire agreement and any subsequent amendments shall be in writing and signed by both parties.
- VIII. This agreement supersedes and replaces all previous verbal and written agreements.
- IX. This agreement covers all equipment still in possession by the COOPERATOR that was loaned on previous verbal or written agreements.

X. The primary points of contact for each party shall be as follows:

COOPERATOR

Tom Green Co Emergency Mgmt
Box 1751
San Angelo, Tx 76902

SERVICE

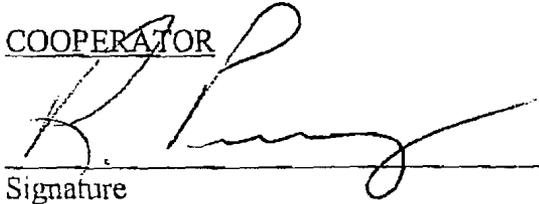
Texas Forest Service
PO Box 310
Lufkin, Tx 75901

Contracting parties agree to notify the other of any changes in the above. Any notices regarding contract violations or termination shall be made in writing to the points of contact.

XI. In witness whereof, the parties hereto have executed this agreement for a five year term, effective 14th day of July, 2008, through 14th day of July, 2013.

Approvals

COOPERATOR



Signature

City of San Angelo/Tom Green County
Emergency Management Coordinator

Title (Please Print)

1-22-09

Date

SERVICE

Signature

Interim Director

Title

Date

Signature

Chief Fire Operations

Title

Date

F E P P
RCFP EQUIPMENT LISTING

Cooperator TOM GREEN CO EMERGENCY MGMT located at SAN ANGELO, Texas 76902 (Zip).

Contact Person: _____ Title: _____

Address: BOX 1751 Phone No.: 3256574230

County: TOM GREEN

EQUIPMENT DESCRIPTION: FEPP # 7814 / AG0001611920

1. Truck: Type: _____ Model: _____ Year: _____
Motor or Serial No.: _____ License No.: _____
Cab: _____ Chassis: _____

2. Trailer: Type: TRAVEL TRAILER Model: ROCKWOOD Year: 2001
Serial No.: 99055 License No.: 997-414

TOM GREEN CO EMERGENCY MGMT
COOPERATOR

TEXAS FOREST SERVICE, a Member of
The Texas A&M University System

By: _____

By: _____

Title: _____

Title: Capacity Building Department Head

Date: _____

Date: _____