



COOPERATIVE AGREEMENT

between

KANSAS STATE UNIVERSITY

KANSAS FOREST SERVICE

and

_____ RURAL FIRE DISTRICT/FIRE DEPARTMENT

_____ FDID # _____ COUNTY; _____ CITY.

THIS COOPERATIVE AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN THE rural fire district/fire department, HEREINAFTER REFERRED TO AS THE RURAL FIRE DISTRICT, and Kansas Forest Service, Kansas State University, HEREINAFTER REFERRED TO AS KANSAS FOREST SERVICE, under the authority of the Federal Property and Administration Services Act of 1949 and the Cooperative Forestry Assistance Act of 1978 authorizing use of property by Kansas Forest Service or its loan to Rural Fire Districts.

WITNESSETH:

WHEREAS, the Rural Fire District meets the requirements and wishes to cooperate with Kansas Forest Service in the prevention and protection of rural community and wildland fire in the furtherance of objectives in the Rural Fire Protection Program, and;

WHEREAS, Kansas Forest Service desires to cooperate with the Rural Fire District in the prevention and control of wildfires on non-federal rural lands and in rural communities with a population of less than 10,000 which require specialized fire protection equipment.

NOW THEREFORE, in consideration of the above, the parties hereto mutually agree as follows:

THE RURAL FIRE DISTRICT SHALL:

1. Develop, maintain and have the responsibility for the proper functioning of the cooperative fire protection system including the establishment of an organization for the prevention, detection and control of rural community and wildland fires, and to procure and maintain firefighting equipment.
2. Submit a fire report following each rural fire incident controlled to the State Fire Marshal Department on the Kansas Uniform Fire Incident Reporting System (K-FIRS).
3. Render a satisfactory accounting, annually, of all expenditures pertaining to fire protection.
4. Develop and carry out an active educational program which will create an awareness in the district of the need for preventing rural fires.

5. Assume responsibility and accountability for all loaned Federal Excess Property assigned to the district as well as insurance required by state law and all liabilities connected with the use of the property. Insure safe operation of program equipment and report any accidents resulting in injury, death or damage to Federal Excess Property to Kansas Forest Service within 6 working days.
6. Assure loaned Federal Excess Property be used only for rural community and wildland fire protection purposes or for those emergencies which may threaten the loss of life or property.
7. Prohibit the personal use of Federal Excess Personal Property which violates the law and this Agreement making loaned equipment subject to recall from the Rural Fire District and violator subject to penalties.
8. Convert Federal Excess vehicles into fire control units and paint within **180 days**. Serial numbers shall remain intact and legible on all vehicles. The vehicle shall be identified with the name of the Rural Fire District. Two Kansas Forest Service logo decals shall be provided to be placed at prominent locations on the equipment. The Federal Excess Property number and label shall remain visibly placed on all property.
9. Furnish adequate security and housing facilities for all Federal Excess Property loaned to the Rural Fire District. Make all loaned excess property available for periodic inventory and inspection by Kansas Forest Service personnel.
10. Prohibit selling, cannibalizing, trading, transferring, exchanging, donating or otherwise disposing of, in whole or in part, any Federal Excess Property without written approval of Kansas Forest Service and the USDA Forest Service. All equipment shall be disposed of only through Kansas Forest Service.

*** FAILURE TO ADHERE TO THE ABOVE STATED REQUIREMENTS MAY RESULT IN REPOSSESSION OF EQUIPMENT BY THE KANSAS FOREST SERVICE AND LOSS OF ELIGIBILITY FOR COST SHARE AND FIRE PREVENTION PROGRAMS.***

THE KANSAS FOREST SERVICE SHALL:

1. Render guidance and assistance for the proper functioning of the cooperative fire protection system on rural lands.
2. Provide assistance in the development of an educational program for preventing rural fires.
3. Provide technical assistance to the Rural Fire District in such fields of activity as training firefighters in the techniques of detecting and suppressing rural fires, the general execution of the district fire plan and all other assistance programs.
4. Assist the Rural Fire District in the acquisition of Federal Excess Personal Property to be used in the Rural Fire Protection Program.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. This agreement shall be effective upon execution by the parties hereto and continue in force, subject to any amendments which may be made hereof by mutual agreement of the parties; and it is expressly understood that this agreement or any modifications hereof may be terminated by either party upon 60 days written notice to the other.
2. The Rural Fire District shall hold harmless, indemnify, save and defend the Kansas Forest Service and the USDA Forest Service from and against any and all losses, damages, costs, injuries or claims, including claims for negligence, to persons or property including its employees, agents, servants or authorized personnel involving, arising out of or resulting from the Rural Fire District's use, possession, custody and control of the property provided or assistance furnished pursuant to this agreement.

ASSURANCES:

The Rural Fire District further assures and certifies with the Cooperative Agreement that:

It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Rural Fire District by the USDA Forest Service, this assurance shall obligate the Rural Fire District, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance shall obligate the Rural Fire District for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Rural Fire District for the period during which the Federal financial assistance is extended to it by the USDA Forest Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal financial assistance extended after the date hereof to the Rural Fire District by the Forest Service, U.S. Department of Agriculture on account of:

Agreement with the State of Kansas under Section 7 of the Cooperative Forestry Assistance Act, January 13, 1978, (H.R. 11777) which relates to Rural Fire Prevention and Control.

