RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this 11 day of March, 2015, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Lumpkin County Fire Dept., hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Lumpkin County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

W I T N E S S E T H:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and

WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

a) The loan and/or lease, to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement, of the equipment requested.

The COOPERATOR agrees:

a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned/leased equipment provided, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia
c) To make said equipment available for inspection by the COMMISSION at any time
d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan/leased from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agrees:

a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION
b) The equipment may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition;

c) When any equipment is returned to the COMMISSION upon termination of this agreement or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.
d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
e) All equipment, loaned or leased, is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned or leased equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR;
g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Workman's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR;

Operational Procedures

1. Dispatching:
   a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
   b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.
2. Communications:
   Upon arrival at the scene:
   a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
   b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
   c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
   d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.
3. Mutual Assistance:
   a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
   b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
   c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
   d) Only the COMMISSION can authorize the use of backfires.
   e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, brush and trees. COMMISSION personnel are not

trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.

4. Training:
   a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
   b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.
5. Other:
   Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil rights act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

Georgia Forestry Commission

Signature: State Forester/Director

Date: _____

_____ Fire Department

Signature: Government Entity/Title
(person legally authorized to enter into agreement for COOPERATOR)

Date: _____

Georgia Forestry Commission

Signature: Chief Forest Ranger

Date: 3/11/2015

_____ Fire Department

Signature: Fire Department Chief

Date: _____

See next page for ADDEMDUM: Must be completed and attached to this Agreement/MOU if Fire Department/COOPERATOR has vehicles, equipment and/or supplies on loan or leased from the COMMISSION

ADDEMDUM

THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND _____FIRE DEPARTMENT

GEORGIA FORESTRY COMMISSION		
AREA COVERED	The County of _____; primarily all lands within the county, private and public, county and state owned and federal lands not under specific agreement. COMMISSION resources assigned to a county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.	
RESOURCES:	**Equipment:** (List # Tractor/Plow Suppression Units, Type 6 Engine(s), Type 7 Engines(s), Other Suppression Equipment **(not radio call signs)**	**Personnel:**(List by title; example Chief Ranger, # of Ranger 1, Supplemental FF, Forester who are available for fire suppression activities this county)
	a) b) c) d) e) f) g) h) i)	a.) b.) c.) d.) e.) f.) g.) h.) i.)

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

FIRE DEPATMENT/COOPERATOR		
AREA COVERED	Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area.	
RESOURCES:	**Equipment:** (List each vehicle, pump, tank, piece of equipment, supplies, etc… **owned and/or loaned/leased by the GFC to the Fire Department**. Includes State and Federal Excess Property that appears on GFC asset property inventory—**(not Fire Fighter Property)**	**Personnel:**(# of fire department personnel, does not require personnel names)
	a.) b.) c.) d.) e.) f.) g.) h.) i.) j.)	# of Paid: # of Volunteers : # of Wildland Fire Qualified:

Use additional pages as needed to list all equipment

Lumpkin County Emergency Services

57 A Pinetree Way
Dahlonega Ga. 30533
Business (706) 864-3030 Fax (706) 867-9099 EMA (706) 864-9180

Staff Analysis

March 26, 2015

Agenda Item: Georgia Forestry Commission and Lumpkin County Memorandum of Understanding and Cooperative Lease agreement "Renewal"

Item Description: This is a renewal of the Georgia Forestry Commission Memorandum of Understanding and also the Cooperative Lease Agreement.

Facts and Historical Information: Georgia Forestry Commission and Lumpkin County have always held a Memorandum of Understanding and a separate Cooperative Lease Agreement. It is time once again to renew these two documents. In the past, these where two separate documents that were renewed every three years. Now, GFC has combined them both into one document but, it still covers the same objective and they are still renewed every three years.

Potential Courses Of Action: A. Renew the document and continue the support and backing that both Lumpkin County and Georgia Forestry Commission has always given and received from each other.

B. Do not renew the document and loose the support and backing from both agencies.

Budget Impact: If the document is renewed, there would be no budget impact. If it is not renewed, there could additional cost to our department by not having the extra support and backing.

Staff Recommendation: Renew the document and continue with support and backing of both agencies.