

**CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA MEMORANDUM**

SUBJECT: Approval of Cooperative Lease Agreement for Rural Fire Defense with Georgia Forestry.

DEPARTMENT: Public Safety

AUTHORIZED BY: Steve Howard – 510-0464 **CONTACT:** Fire Marshall Chris Goebel – 576-3911

MOTIONS/RECOMMENDATIONS:

Approve the Cooperative Lease Agreement for Rural Fire Defense with Georgia Forestry.

Deny the Cooperative Lease Agreement for Rural Fire Defense with Georgia Forestry.

Table this item.

BACKGROUND:

This agreement between Fire Rescue and the GA Forestry Commission involves the leasing of three apparatus to Fire Rescue listed in attached addendum as items 2, 3, & 4. This lease will not involve GFC being reimbursed monetarily and will include two Brush Trucks currently in service and one truck in possession of CCFR but not in service.

STAFF RECOMMENDATIONS:

Staff recommends approval of this item.

ATTACHMENTS:

1. Copy of Cooperative Lease Agreement & attached addendum.

**COOPERATIVE LEASE AGREEMENT
FOR RURAL FIRE DEFENSE**

STATE OF GEORGIA
COUNTY OF CAMDEN

THIS AGREEMENT, made and entered into this 16th day of April, 2009, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the CAMDEN COUNTY FIRE RESCUE, hereinafter referred to as "COOPERATOR."

WITNESSETH:

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:

- A. The COMMISSION agrees to the loan and/or lease to the COOPERATOR of the equipment described in the attached addendum and this agreement to be used in accordance with the following terms.
- B. The COOPERATOR agrees:
 1. To reimburse the COMMISSION in the amount of \$000.
 2. or cost involved in the construction, rigging and conversion of leased equipment provided, which sum shall not be refundable to the COOPERATOR. Leased equipment is indicated on the addendum with an asterisk. (*)
 3. To operate said equipment at no cost to the State
 4. To make said equipment available for inspection by the COMMISSION at any time
- C. The PARTIES mutually agrees:
 1. Title to all the equipment (*) listed on the addendum shall remain in the State
 2. The equipment may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition;
 3. 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.
 4. Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
 5. All equipment, leased or loaned, is limited to wildland fire use and the use of water in the public 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. (See Item 10)
- 6. 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;
- 7. Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to man 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;
- 8. The COMMISSION agrees to reimburse the COOPERATOR for reasonable expenses to include lodging, meals, and subsistence incurred by the COOPERATOR related to regular attendance of the Rural Fire Defense Advisory Counsel meetings and Wildland fire training sessions.
- 9. 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.
- 10. Government entity shall maintain either liability insurance or self-insured status covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.
- 11. This agreement shall be effective from the date first appearing on Page One and shall continue in force from year to year, not to exceed fifty (50) years, unless terminated by either party by thirty (30) days written notice to the other. Up-dating and re-signing will not alter or extend the initial lease agreement date.

Both parties agree under the provisions of Section 601 of the Civil Rights Act of 1964, 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.

 COOPERATOR, Mayor or County
 Commission Chairperson

 DIRECTOR
 GEORGIA FORESTRY COMMISSION

 TITLE

Addendum to Cooperative Lease Agreement

 Georgia Forestry Commission Annual RFD Inspection Monday, March 30, 2009 														
Back to RFD Annual Inspection Main Menu														
View/Edit RFD Equipment Data for Camden County														
Row	Inspection Date	County	Department	Truck Ownership	Truck GFC #	Truck DMV Tag	Tank GFC #	Pump GFC #	Contact Person	Contact Phone	Mailing Address	Equipment	Status	Comments
1	7/8/2008	Camden	Kingsland Fire Rescue	GFC	1802	GV75380	53286	53177	Morris Peoples	912-729-8270	515 E. King Dr. Kingsland GA 31548	Mobile Water Supply	In Service	
2	7/8/2008	Camden	Hornettes Bluff	GFC	50440	GV29224	50717	51051	Dennis Outley	912-729-3911	125 N Gross Rd. Kingsland GA 31548	Fire Knocker	In Service	
3	7/8/2008	Camden	woodbine	GFC	50446	GV29223	50736	50125	Dennis Gailey	912-729-3911	125 North Gross Rd. Kingsland GA 31548	Fire Knocker	In Service	
4	7/8/2008	Camden	woodbine	GFC	63720				Dennis Gailey	912-729-3911	125 North Gross Rd Kingsland GA 31569	Fire Knocker	Out of service	Needs Tank and to be Painted.

Summary of RFD Equipment Data for Camden County				
	In Service	To be turned in	Out of service	Total
Class A Pumper	0	0	0	0
Mobile Water Supply	1	0	0	1
Quick Response	0	0	0	0
Fire Knocker	2	0	1	3
Rescue	0	0	0	0
Other	0	0	0	0
Total	3	0	1	4