



# Camden County, GA

200 East 4th Street,  
Courthouse Square  
P.O. Box 99  
Woodbine, Georgia 31569

## Master

Item Number: 5

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**Type:** Regular Agenda

**In Control:** Board of County  
Commissions

**Agenda Date:** June 15, 2010

**Title:**

Cooperative Agreement between Georgia Forestry Commission and Camden County Board of County Commissioners. **(Presented by Chief Dennis Gailey)**

**Attachments**

Copy of Cooperative Agreement between Georgia Forestry Commission and Camden County Board of County Commissioners.

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**Title**

Cooperative Agreement between Georgia Forestry Commission and Camden County Board of County Commissioners.

**Motions**

Approve this item as presented by staff.

Other action the Board deems necessary.

**Background**

The Cooperative Agreement between Georgia Forestry Commission (GFC) and Camden County Board of County Commissioners is the County's Forest Fire Protection Agreement for Fiscal Year 2011. Governor Perdue recently signed House Bill 1055, or the "Fee Bill", into legislation. The Georgia Forestry Commission's (GFC) Board of Commissioners approved a measure to increase the forestland assessment from 4 cents to 10 cents per acre of privately held forest lands throughout the state. This is the first time the GFC's forestland assessment for wildfire protection has been adjusted since 1967.

This is a budgeted item and funding is available in FY 2011 Budget.

**Staff Recommendation**

Staff recommends approval of this item as presented.



P.O. Box 99  
Macon, GA 31201-0099  
P: (478) 751-3463  
F: (478) 751-3465

An Equal Opportunity  
Employer and Service Provider



Sonny Perdue  
Governor

Robert D. Farns  
Director

**Board of Commissioners:**

Wesley Langdale, Chairman  
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Fred Warnell  
Richmond Hill

Chuck Williams  
Watkinsville

H. G. Yeomans  
Swainsboro

May 24, 2010

Camden County Commissioners  
P O Box 99  
Woodbine, GA 31569

Dear Sir or Madam:

Governor Perdue recently signed House Bill 1055, or the "Fee Bill," into legislation. As such, the Georgia Forestry Commission's (GFC) Board of Commissioners approved a measure to increase the forestland assessment from 4 ¢ to 10¢ per acre of privately held forest lands throughout the state. Your county's revised forest fire protection agreement and fiscal year 2011 invoice accompany this letter.

GFC understands the economic burden this increase may place on your county. We ask that you remember, however, that this is the first time the GFC's forestland assessment for wildfire protection has been adjusted since 1967. Because the cost of providing wildfire protection services to Georgia counties has risen substantially since that time, I trust you will agree that the minimal cost incurred to receive this critical service continues to provide an astounding return on your investment.

I welcome any questions you may have about this pending change. I can be reached at (478) 751-3463 or [dgary@gfc.state.ga.us](mailto:dgary@gfc.state.ga.us). I appreciate your continued support of the Georgia Forestry Commission, and we look forward to serving you in 2011.

Sincerely,

Dan Gary  
Administrative Director



Payments by Check or Money Order should be remitted to:  
**GEORGIA FORESTRY COMMISSION**  
 P. O. Box 100287  
 Atlanta, GA 30384-0287  
 706-935-3162 Fax: 706-272-2944  
 FEI No. 58-6002019

**INVOICE NO.**  
**2011-020**

Please include Invoice Number on Check or Money Order.

**INVOICE**

**CUSTOMER**

Name Camden County Commissioners  
 Attention \_\_\_\_\_  
 Address: P O Box 99  
 City Woodbine  
 State GA Zip: 31569

Date: May 24, 2010  
 Phone: \_\_\_\_\_

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Ten cents per acre - Fire Protection FY 2011 July 2010 Thru June 2011		\$25,851
	08020		
		Sub Total	\$25,851
		Taxes GA	%
		Shipping & Handling	-
		<b>BALANCE DUE</b>	<b>\$25,851</b>

Payment Instructions  
 ACH  
 Bank Name - Suntrust  
 Routing Number - 061000104  
 Account Number - 0003600706026

If you have any questions or problems concerning this invoice, please call:  
 KENNETH A. ROSS, (478) 751-3469  
 kaross@gfc.state.ga.us

**THANK YOU FOR YOUR SUPPORT!**

COOPERATIVE AGREEMENT  
BETWEEN  
GEORGIA FORESTRY COMMISSION  
AND  
COUNTY COMMISSIONERS OF

\_\_\_\_\_ CAMDEN \_\_\_\_\_ COUNTY

THIS AGREEMENT hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the GEORGIA FORESTRY COMMISSION of the State of Georgia, by and through its Director acting as its agent, hereinafter referred to as "COMMISSION", and CAMDEN COUNTY, under the provisions of the "Forest Fire Protection Act", approved February 23, 1949 (Ga. L. 1949, p. 937), as amended, particularly by an Act approved February 7, 1950 (Ga. L. 1950, p. 101), and Act approved March 3, 1955 (Ga. L. 1955, p. 309) and House Bill No. 1055 enacted by the 2010 session of the General Assembly of Georgia approved by the Governor.

W I T N E S S E T H :

WHEREAS, CAMDEN COUNTY has petitioned COMMISSION for financial and technical aid in establishing and maintaining a forestry program,

NOW THEREFORE, for and in consideration of the mutual benefits and advantages to be derived from such a cooperative agreement, and in cooperation with and supplemental to the COMMISSION and its forestry program, the sufficiency of which is hereby knowledgeed, the parties hereto agree:

1. THE COUNTY COMMISSIONERS AGREE:

- a. That COMMISSION may exercise direct supervision over such forestry program;
- b. To deposit with COMMISSION to be spent as herein provided, a sum in dollars equal to the number of commercial private forest acres embraced and comprised within said County (the number of forest acres in each County to be based upon the most recent United States Forest Service forest survey for Georgia), multiplied by ten cents (.10), as the County's share of the cooperative cost of the forestry program for the fiscal year, said amount to be paid in advance as follows (indicate one):  
monthly \_\_\_\_\_ quarterly \_\_\_\_\_ semi-annually \_\_\_\_\_ annually \_\_\_\_\_  
and said payment to be made by the tenth day of the period covered as above indicated;
- c. That Unit Forestry personnel shall be employed and dismissed by the COMMISSION as it may deem advisable;
- d. To cooperate with COMMISSION in general educational work;
- e. That the District Manager shall be responsible directly to the COMMISSION for all activities within the organization;
- f. That any additional monies that may be needed by a County for extra service above that granted for basic service to similar areas and like conditions will be provided by said County without obligation from the State; and

2. THE COMMISSION AGREES:

- a. To keep necessary records, etc., so that an examination of the forestry program can be made at any time;
- b. To operate the forestry program as effectively and efficiently as possible within the confines of the budget; and
- c. To do general forestry educational work within the area covered by this agreement.

3. THE PARTIES MUTUALLY AGREE:

- a. That the COMMISSION is hereby designated as the owner of all property, improvements and equipment purchased under this cooperative agreement, and should this agreement be terminated, as hereinafter provided, by either or both of the parties hereto, title to all improvement and equipment so purchased shall rest with the COMMISSION;
- b. That if, at any time, this agreement is terminated by either party for any reason, all unexpended County funds shall be refunded to said County, after all outstanding obligations have been paid;
- c. That should the County at any time fail to make payments promptly, the COMMISSION reserves the right to refuse to continue the operation of the unit forestry program;
- d. That all work covered by this agreement shall be under the direction and supervision of the COMMISSION, subject to the provisions of this agreement and the laws of the State and Federal Government now or hereafter enacted relative to forestry;

e. That should adjoining units need assistance in controlling a large forest fire or large number of fires, assistance will be given on request to said County by COMMISSION or its designated agent, provided equipment and manpower are not needed on an active fire or fires within its own unit;

f. That this agreement shall be subject to all the provisions of the Act of the General Assembly of Georgia referred to as the "Regional Forest Fire Protection Compact" (Ga. L. 1953, Nov. - Dec. Sess., p. 49; Ga. Code Ann., Ch. 43-9), more particularly but not limited to the provisions therein made of the cooperative temporary lending of facilities and equipment by participating units and States; and

g. That this agreement shall be subject to all provisions and conditions which may be made in the future by law, and no vested rights shall be acquired by any party hereto as against any such change made by law.

THIS AGREEMENT becomes binding on the date it is signed by both parties hereto and shall continue in force and effect until terminated by either or both parties upon sixty (60) days written notice by one to the other.

THE PROVISIONS contained within this agreement shall not be implemented until July 1, 2010, being the date upon which H. B. No. 1055, enacted by the 2010 Session of the General Assembly of Georgia and approved by the Governor on May 12, 2010 becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date written opposite each signature.

BOARD OF COMMISSIONERS,  
CAMDEN COUNTY, GEORGIA

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN

GEORGIA FORESTRY COMMISSION,

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DIRECTOR