

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Rural Fire Defense Cooperative Lease Agreement and MOU

DATE: 07/01/2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 07/15/2024

PURPOSE: To gain approval from the Commission for the Rural Fire Defense Lease Agreement and MOU whereby the Georgia Forestry Commission has donated 4 Fire pumps and water tanks and will respond when requested to assist in fire suppression.

BACKGROUND / HISTORY:

- a. **The equipment has been donated to Habersham County by the GFC.**
- b. **The county has provided the chassis for the equipment to be mounted.**
- c. **Upon request of HCES, Georgia Forestry will respond with fire suppression equipment, including fire engines and tractors (bulldozers) to assist.**
- d. **This agreement has been renewed annually since at least 1996.**

FACTS AND ISSUES:

- a. **Habersham County tests and maintains the equipment.**
- b. **The trucks are stationed throughout the county at Firehouses 8, 15, and 17.**
- c. **Each truck carries 1250 gallons of water.**
- d. **GFC will dispatch 5 personnel and equipment when requested by HCES personnel**

OPTIONS:

- 1) Approve recommendation – Agree with approval of Cooperative Lease Agreement and MOU
- 2) Deny recommendation – Deny approval of Cooperative Lease Agreement and MOU
- 3) Commission defined alternative

RECOMMENDED SAMPLE MOTION:

Motion to approve Rural Fire Defense Cooperative Lease Agreement and MOU with the Georgia Forestry Commission.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____

County Manager

**Instructions for Completing
Rural Fire Defense (RFD) Agreement and Memorandum of Understanding (MOU) including Addendum
Georgia Forestry Commission (GFC) and Fire Departments in Georgia**

1. This RFD Agreement and MOU is necessary for each Fire Department that has loaned or leased equipment from the GFC.
2. Only one Agreement/MOU is needed for each Fire Department. If the County/City/Municipal Fire Department is organized with multiple “stations” under its organizational structure only one Agreement is necessary. However, if multiple Fire Departments are organized within the County/City/Municipality then a separate Agreement for each must be completed where state and federal excess property exist.
3. Firefighter Property (FFP) vehicles, equipment and/ or other apparatus should **not** be included on this Agreement. Those items are covered under a separate and different agreement.
4. All information **MUST be TYPED in the spaces** provided on the Agreement (next pages.) **Please DO NOT handwrite information.**
5. The 2024 Agreement and MOU can be found and accessed on the GFC On-line Forms Library under Protection. Any and all previous versions are NOT applicable, only use the **06/2024 Agreement and MOU. See bottom of each page to ensure the correct Agreement is being used.**
6. Once open, the form can be Saved As by the Fire Department Name. Once saved, the required information can be entered in the spaces provided.
7. Once all information is entered, the form can be printed and is ready for signatures.
8. ALL Signatures are required.
9. The Chief Ranger (or designee) for the County Unit is responsible for entering the required information within the Agreement and within the **ADDENDUM**, showing the GFC equipment that covers each County AND the vehicles, equipment and other apparatus the GFC provides to the fire department.
10. If the GFC is providing vehicles, equipment and/or other apparatus to the fire departments the **ADDENDUM** must be completed.
11. Do **NOT** use Radio Call Signs/Identifiers on the **ADDENDUM**. Need GFC #, AG #, Make, Model, Type, etc. (engine, tractor/plow, pick up, pump, ## gallon tank, etc....) For ALL Federal Excess Personal Property (FEPP) the AG# must also appear on the **ADDENDUM**. **(Remember NOT FFP)**
12. **All GFC vehicles, equipment and/or other apparatus must appear on the GFC asset property inventory.** (Not FFP) If any do not appear on asset property inventory for the County, the Chief Ranger should initiate required steps within the A-41 system to get them added as soon as possible.
13. Once ALL signatures are obtained at the County level, the completed form should be sent to the appropriate GFC Region Office/Manager which provides management oversight for the County Unit.
14. Region management should review to ensure the Agreement and MOU are completed accurately and ALL signatures are included.
15. Region Managers should collect all Agreements and MOU's for their assigned County Units and submit them to **Bo Chesser, Associate Chief of Forest Protection, collectively and all at one time for the Region. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
16. In the cases where Counties require multiple reviews and approval steps/processes that may or will delay submission of the completed Agreement and MOU, notify Bo Chesser.
17. The deadline to submit the completed Agreements and MOU's to Forest Protection is **Friday September 6th, 2024. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
18. Forest Protection will provide all completed Agreements and MOU's to the GFC Director's Office for signature.
19. Once all signatures are obtained, the Agreement and MOU will be posted on the GFC Intranet <https://intranet.gfc.state.ga.us/RDFireProgram/>.
20. The Agreement and MOU can be printed from there and a copy provided to the Fire Department.
21. In the cases where a specific County requires a copy with original signatures, please make a note and attach it to the Agreement and MOU when submitting to the Forest Protection Department. An original signature copy will be returned to the County Unit to be delivered to the appropriate local official.

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the _____, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of _____ 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.

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:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan 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 cost estimate of labor, supplies and material necessary to assemble and construct fire suppression apparatus, if applicable to this agreement and equipment requested, within the capabilities of the COMMISSION.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, 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 accept the responsibility of all maintenance, repair, and operation of the equipment and vehicle while in COOPERATOR'S possession at no cost to the COMMISSION nor to the State of Georgia.
- c) To shelter and protect vehicles and equipment from inclement weather, salt air, insects and rodents, vandalism and theft.
- d) To make said equipment available for inspection by the COMMISSION at any time.
- e) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement and always maintain valid proof of insurance inside of vehicle and ready for inspection.
- f) To maintain Fire Department Certificate of Compliance in accordance with the Rules and Regulations of the State of Georgia Rule 205-1-2 & Title 25 Chapter 3 Article 2 and in the event of loss of compliance during this agreement, will immediately notify the COMMISSION and return equipment.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement of replacement cost from the COOPERATOR for any federal or state excess property that is not returned to the COMMISSION for proper disposal.

- 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 loaned and leased equipment and vehicles are limited to wildland fire use and the use is in the public's best interest under unusual or emergency conditions. Other uses of loaned 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 listed on the ADDENDUM 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 Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.
- i) The COOPERATOR agrees to notify the COMMISSION within 24 hours for any loss of vehicle or equipment through theft or accident, all insurance payouts and/or restitution payments for losses or damages of loaned or reimbursed equipment or vehicle will be made payable to the COMMISSION.

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, forestlands, brush and trees. COMMISSION personnel are not trained, nor do they possess personal protective equipment 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 for 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

_____ Fire Department

 Signature: State Forester/Director

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

Date: _____

Date: _____

Georgia Forestry Commission

_____ Fire Department

 Signature: Chief Forest Ranger

 Signature: Fire Department Chief

Date: _____

Date: _____

See next page(s) for ADDENDUM to this Agreement.

ADDENDUM

**TO 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). Provide Make, Model, Year and GFC#)	Wildland Fire Suppression Positions: (List by title; (example: Chief Ranger, # of Ranger I, Supplemental FF, Forester who are available for fire suppression activities this county)

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 DEPARTMENT/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.		
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc.... owned and/or loaned by the GFC to the Fire Department . Includes <u>State and Federal Excess Property</u> that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.		Personnel: (Total number of fire department personnel, <u>does not require personnel names</u>)
Description	GFC Property #	AG # (if Federal Property)	
			# of Paid Personnel:
			# of Volunteer Personnel:
			# of Wildland Fire Qualified Personnel (both paid and volunteer):

Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

ADDENDUM (Continued)
**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
 _____ FIRE DEPARTMENT**

Description	GFC Property #	AG# (if Federal Property)