

**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 Lowndes County Board of Commissioners, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Lowndes 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 reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

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 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 from the COMMISSION and provide supporting documentation for the duration of the agreement.

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 from the COOPERATOR for any federal or state excess property that is not returned 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.