

**Board of County Commissioners
Agenda Request**

Date of Meeting: May 5, 2015

Date Submitted: April 22, 2015

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Charles Pippin, EMS Chief
Andre Walker, Fire Coordinator/Paramedic

Subject: Cooperative Equipment Loan Agreement

Statement of Issue:

This item seeks Board approval for a Cooperative Equipment Loan Agreement between the Gadsden County Fire Service and Florida Department of Agriculture and Consumer Services, Florida Forest Service.

Background:

The Florida Department of Agriculture and Consumer Service, Florida Forest Service has made available a limited number of units of firefighting equipment that can be used by other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Service Act of 1949, amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101).

Analysis:

This agreement will allow the Gadsden County Fire Service to receive firefighting equipment from the Florida Department of Agriculture and Consumer Service, Florida Forest Service for the control of timber, grass, wildland fires in and adjacent to, suburban areas. These components are essential to an effective forest fire control program.

Fiscal Impact:

None

Options:

1. Approve the Equipment Loan Agreement between the Gadsden County Fire Service and Florida Department of Agriculture and Consumer Services, Florida Forest Service.
2. Do not approve Equipment Loan Agreement between the Gadsden County Fire Service and Florida Department of Agriculture and Consumer Services, Florida Forest Service.
- . 3. Provide other direction

County Administrator's Recommendation

Option 1.

Attachment:

Cooperative Equipment Loan Agreement



Florida Department of Agriculture and Consumer Services
Florida Forest Service

COOPERATIVE EQUIPMENT LOAN AGREEMENT

This Cooperative Equipment Loan Agreement (the "Agreement") by and between

Gadsden County Board of County Commissioners, Gadsden County Fire Service

Cooperator

412 East Jefferson Street, Quincy, Florida 32352

Cooperator's Address

Hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter referred to as the SERVICE,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The SERVICE, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, it has been determined to be advantageous to the SERVICE in the proper discharge of its responsibilities as described and set forth in Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this Agreement do hereby agree as follows:

A. The SERVICE Agrees:

- (1) To make available the equipment described on the attached equipment schedule (the "Equipment") while retaining title and/or accountability, according to the terms set forth in this Agreement.

- (2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the Equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the Equipment to the SERVICE, provided that COOPERATOR shall repair any damage caused by such removal.

B. The COOPERATOR Shall:

- (1) Maintain insurance of the types and in the amounts required by the SERVICE for the Equipment and shall provide proof of such insurance upon request of a representative of the SERVICE.
- (2) Make the Equipment available for inspection upon request of a representative of the SERVICE.
- (3) Return the Equipment to the SERVICE upon termination of this Agreement.
- (4) Be responsible for State or local vehicle safety inspection requirements.
- (5) Maintain the Equipment to reasonable standards of mechanical condition and appearance acceptable to the service.
- (6) Return the Equipment to a mutually agreeable location when COOPERATOR is no longer in need of the Equipment.
- (7) Furnish any additional items needed to prepare the Equipment for structural fire service, such as hose, nozzles, pike poles, etc.
- (8) Answer calls utilizing the Equipment anywhere in the home county upon request of the SERVICE, local conditions permitting.
- (9) To the extent permitted by Florida law, indemnify and hold the Department of Agriculture and Consumer Services and the SERVICE harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this Agreement or COOPERATOR'S use of the Equipment.

C. It is MUTUALLY Agreed:

- (1) The SERVICE license plates will continue to be used on the Equipment.
- (2) The Equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the SERVICE.
- (3) The Equipment will be stored at the fire department and will be used only for fire related activities.
- (4) The Equipment will be modified only as approved by a representative of the SERVICE.
- (5) Personal use of the Equipment is prohibited, violates the law and this Agreement, and subjects violators to penalties and to immediate Equipment recall.
- (6) Both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States

shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.

D. This Agreement will be effective from the date of execution by the Director, Florida Forest Service, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

		COOPERATOR
_____	BY:	_____
WITNESS		
_____		_____
WITNESS		OFFICIAL TITLE

STATE OF FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

_____	BY:	_____	_____
WITNESS		DIRECTOR	DATE

WITNESS			

EXHIBIT A
EQUIPMENT SCHEDULE
Cooperative Equipment Loan Agreement Between
The Florida Department of Agriculture and Consumer Services,
Florida Forest Service
AND

Cooperator

Date Leased	S or F	ID Number	Property Description	Serial Number	Location	Date Deleted

SPECIAL REMARKS OR SPECIFICATIONS: This Equipment Schedule is considered to be a part of the loan agreement dated and referred to in the heading. Any changes to this Equipment Schedule must be by written request from the Cooperator, with a copy attached to this document, and the approval of the Director indicated below.

Approved: _____
Director, Florida Forest Service Date