Baldwin County Commissioners
Regular Meeting
February 4, 2020
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, February 4, 2020, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair Henry Craig presiding.

Members:	Henry Craig Tommy French Emily C. Davis Sammy Hall John Westmoreland
Also Present:	David McRee Carlos Tobar Dawn Hudson Cindy Cunningham

Call to Order

Chair Henry Craig called the February 4, 2020 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner John Westmoreland made a motion to approve the minutes of the January 21, 2020 Regular Meeting, the January 23, 2020 Planning Session, the January 28, 2020 Called Meeting and the January 31, Called Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Amendment to Agenda

Commissioner Sammy Hall made a motion to amend the Agenda to allow a presentation on Fall Line Regional Development Authority activities by FLRDA Chair Cheryl Crumbley. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Report on Fall Line Regional Development Authority (FLRDA)

FLRDA Chair Cheryl Crumbley presented an update on Authority activities. She presented a list of current Authority Board Officers and encouraged Commissioners to attend monthly meetings of the Authority and the Annual Meet & Greet. She stated the FLRDA would like to make quarterly reports to the County Commissioners to keep them abreast of FLRDA happenings. Ms. Crumbley reported the State of Georgia retained the timber rights to the property, and timber is now being cut on the property.

Presentation by Boys & Girls Club

CEO Pamela Peek and members of the Club addressed the Board to express their appreciation for support provided by the County to the Boys & Girls Club. Commissioners were presented with a token of appreciation made by members.

GCSU License Agreement for Short Term Use of Campus Facilities

County Manager Carlos Tobar presented a three year License Agreement with Georgia College and State University for the use of the Centennial Center Pool, including Lifeguards and use of pool locker rooms/bathrooms. Mr. Tobar stated the amount is $24,000 per year for three consecutive years. The pool will be open to the general public Tuesday – Sunday from June 1, 2020 through the first day of school and on weekends until Labor Day, 2022. An entrance fee will be charged and will be determined at a later date. A County employee will be at the site to collect fees.

Ms. Diane Lucette addressed the Board regarding the need for a pool for the community and expressed her disappointment that this project has been delayed so long. Mr. Crawford Finley also addressed the Board expressing his appreciation for their work on the project and urged Commissioners to continue to move forward with a facility for the community.

Chair Henry Craig stated the County has been working to make a facility available for the citizens, especially children, of the community to learn to swim. He reported the Agreement with GCSU will afford this opportunity without waiting for a pool that the County does not currently have the resources to build. Chair Craig continued to explain that the County has a plan for a facility, and the plan will be made available to the public in the near future. He stated the County intends to have a splash pad near Walter B. Williams Recreation Center as part of the incorporated idea for the aquatic center beginning one piece at a time as money becomes available. A smaller splash pad may also be built in the Harrisburg community and other areas of the County in the future.

Commissioners continued to discuss the fact that the County facility will be built in phases as funding becomes available. The facility must be constructed as such beginning with necessary buildings to house electrical, filtration, and other operational components.

Vice Chair Tommy French made a motion to approve the GCSU License Agreement for Short Term Use of Campus Facilities as presented. Commissioner John Westmoreland seconded the motion, and it passed unanimously.

Commissioner Emily C. Davis stated she agreed to approval of the Agreement under the condition that other commissioners kept their word to the community. She also stated she disagreed with the fact that GCSU was charging $24,000 for the County to use the pool.

A copy of the Agreement is herewith attached and made an official part of the minutes at pages _____ and _____.

Little Fishing Creek Golf Course Fees

County Manager Carlos Tobar presented a schedule of daily fees for Little Fishing Creek Golf Course. He stated the fees are being increased by $1.00 are very much in line with surrounding public courses.

Commissioner Sammy Hall made a motion to approve the Little Fishing Creek Golf Course fees as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

A copy of the Fee Schedule is herewith attached and made an official part of the minutes at pages _____ and _____.

Georgia Forestry Commission - Rural Fire Defense Cooperative Lease Agreement and MOU and Firefighter Property Program Cooperative Equipment Agreement

Assistant County Manager Dawn Hudson presented the two agreements that are currently in place with the Georgia Forestry Commission and must be updated to reflect current personnel and equipment information. The agreements outline the responsibilities of each party.

Vice Chair Tommy French made a motion to approve the Rural Fire Defense Cooperative Lease Agreement and MOU and also to approve the Firefighter Property Program

Cooperative Equipment Agreement as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Agreements are herewith attached and made an official part of the minutes at pages _____ and _____.

Baldwin County and City of Milledgeville Automatic Aid Agreement

County Manager Carlos Tobar presented information on the Automatic Aid Agreement. He reported the purpose of the agreement is to establish automatic response guidelines determined by Baldwin County Fire Rescue and Milledgeville Fire Rescue. The Agreement provides for simultaneous dispatch of both agencies resulting in the delivery of a greater initial response force.

Commissioner Emily C. Davis made a motion to approve the Automatic Aid Agreement as presented and to authorize Chief Young to execute the documents. Vice Chair Tommy French seconded the motion and it passed unanimously.

A copy of the Agreement is herewith attached and made an official part of the minutes at pages _____ and _____.

District 2 Appointment to the Board of Assessors

Vice Chair Tommy French stated term of Mr. Ronald Stevenson, District 2 representative on the Board of Assessors will expire this month. He stated Mr. Stevenson has been a great asset to the Board of Assessors, and he would like to reappoint Mr. Stevenson to serve another term.

Commissioner John Westmoreland made a motion to ratify the appointment of Mr. Ronald Stevenson to serve as the District 2 representative on the Board of Assessors. Commissioner Sammy Hall seconded the motion and it passed unanimously.

SAMHSA Grant Application

Assistant County Manager Dawn Hudson presented information on the Ocmulgee ATCC Expansion Grant to expand the substance abuse treatment capacity in Adult Treatment and Family Treatment Drug Courts. The full amount of the grant is $2,000,000 for a two year period beginning July 30, 2020 through July 29, 2025. She stated there is no required match.

Superior Court Judges Burleson and Trammell presented information about the number of participants that have successfully completed the program and the need to expand in order to serve more people.

Vice Chair Tommy French made a motion to approve submission of the SAMHSA Grant application. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Old Business

Voting machines will be delivered this Friday, and Elections Superintendent and Chief Registrar will be contacting churches and various community groups to come in to learn about the new voting procedures. Commissioner Westmoreland stated a demonstration has been scheduled for Thursday at 6:00 p.m. at Victory Baptist Church.

New Business

There was no new business to come before the Board.

County Manager's Report

County Manager Carlos Tobar reported the following: January Newsletter is now out; advertisement has been published for the new Airport consultant; over 3,400 water meters have been installed and training of staff is being held; met with MGRC Executive Director Mathis to discuss regional public transportation; review of transit operations will begin in the next couple of weeks; progress report on Administration Building; law enforcement upgrades are in progress and surveying for sewer lateral for Health Department was done today.

Public Comment Period

There were no public comments on non-agenda items to come before the Board.

Executive Session

Commissioner John Westmoreland made a motion to adjourn into Executive Session at 6:45 p.m. to discuss potential litigation. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Regular Meeting

Commissioner Sammy Hall made a motion to reopen the Regular Meeting at 7:15 p.m. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Adjournment

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:15 p.m. Vice Chair Tommy French seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chair

Cynthia K. Cunningham
County Clerk

DocuSign Envelope ID: AAFE8313-82F7-4897-B6A0-3389FEF83D64

GEORGIA COLLEGE
GEORGIA'S PUBLIC LIBERAL ARTS UNIVERSITY
Office of Legal Affairs

Georgia College Contract Routing Form

Submitter's Name: Bert Rosenberger	**Email:** bert.rosenberger@gcsu.edu
Job Title: Director of Recreational Sports	**Telephone Number:** (478) 445-4462
Campus Box Number: Wellness & Recreation Center CBX 126	
Division of Contracting Party: Student Affairs	

Please provide ALL of the following information prior to routing:

1. Full name of other party to contract: Baldwin County
2. Description/purpose of contract: This contract is for the purpose of a three year pool rental for Baldwin
3. Type of contract: Lease/Rental
4. Effective Dates: Begins: 06-01-2020 Ends: 09-02-2022
5. Are funds being expended or collected by Georgia College? No
6. Does this contract involve the purchase of goods and services $25,000 or more? No
   (Are any funds or other financial obligations (including discounts, fees, donations, etc.) being collected or expended by Georgia College?)

Paid by GC	Paid to GC	Budget Department #

7. Will the contractor be handling any personal or confidential data of GC employees or students? No

   If Yes, please explain or attach file for explanation: (max 80 characters)

   _____

8. Does this contract involve software and/or computer access to secure data? No
9.

Submitters Supervisor	**Dean, Director or AVP**
Name:	Name: Shawn Brooks
Title:	Title: Vice President for Student Affairs
Email:	Email: shawn.brooks@gcsu.edu

10. Are there any electronic and/or verbal explanations or promises that are not included in the contract? Yes

    If Yes Please explain or attach file for explanation: (max 80 characters)

    _____

This Signature Page is an Addendum to the Contract:

This Addendum indicates that per the authorized signature below, Georgia College & State University hereby agrees to any and all provisions as stipulated within the above-referenced Contract.

For assistance with this form, please contact the Office of Legal Affairs at (478)445-2037 or legal@gcsu.edu

The Board of Regents by and on behalf of
Georgia College & State University

DocuSigned by:
Shawn Brooks (Signature) 3/5/2020 | 9:01 AM EST (Date)
CE4E457144674C8...

Shawn Brooks

VP for Student Affairs

Routing Pages
Submitter: Bert Rosenberger
Description of Contract: This contract is for the purpose of a three year pool rental for Bald

	Name	Signature / Initial	Date
1.	Cathy Stevens Admin, Legal Affairs	DS CS	3/5/2020 | 8:53 AM EST
2.	Contract Submitter		
3.	Cathy Stevens General Counsel		
4.	Shawn Brooks Vice President for Student Affairs	DocuSigned by: Shawn Brooks CE4E457144674C8...	3/5/2020 | 9:00 AM EST
5.			
6.	Admin, Student Affairs		

The Office of Legal Affairs approves the attached contract? **YES** ☒ **NO** ☐

If the above question is answered No, please provide a reason below. The Division VP will have to acknowledge this page with their initials if the answer is No:

DocuSigned by:
Cathy Stevens
0A128A05CD574F3..
Office of Legal Affairs

"Please be advised that in the absence of Legal approval the Division VP, if they so choose, can decide to accept liability and approve any contract without The Office of Legal Affairs approval".

No._____ of_____ Executed Original Counterparts.
COUNTERPART OF _____.

STATE OF GEORGIA;
COUNTY OF Baldwin:

LICENSE AGREEMENT/PERMIT
(For Short Term Use of Campus Facilities)

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made and entered into this 4th day of February, 2020, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, by and on behalf of GEORGIA COLLEGE & STATE UNIVERSITY ("the Institution"), a unit of the University System of Georgia (hereinafter called "Owner") and Baldwin County located at 121 N. Wilkinson St., Suite 314, Milledgeville, Georgia 310E (hereinafter called "Permit Holder").

WITNESSETH THAT:

WHEREAS, the Permit Holder desires to temporarily occupy and utilize Owner's certain properties and facilities as hereinafter described; and

WHEREAS, Owner is willing to grant Permit Holder a revocable license for the temporary use and occupancy of said properties and facilities on a non-exclusive basis, but only upon the promises, covenants and agreements hereinafter set forth; and

WHEREAS, unless otherwise directed by Owner, the Institution shall perform, on the Owner's behalf, Owner's obligations and covenants, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Premises and Use Involved.** The premises covered by this Agreement is the facility and ancillary spaces located on the campus of the Owner more particularly identified in the Schedule of Licensed Premises below, collectively hereinafter "Licensed Premises" or "premises" with the permitted uses and the times during which the Permit Holder shall be permitted to occupy, use and enjoy the Licensed Premises outlined on Exhibits A, B, C, D, E, F, G and H, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of Centennial Center Pool Usuage ("Event") and none other.

2. **Schedule of Licensed Premises:**

(Complete the below section thoroughly – listing all facilities, equipment, meals and services)

Owner's Initials	PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE	APPLICABLE EXHIBITS	Permit Holder's Initials
	GENERAL FACILITIES/SPACE, EQUIPMENT NEEDED, SERVICES PROVIDED, MEALS AND SNACKS PROVIDED, SNACKS AND CATERED EVENTS, SHUTTLES, DATES AND TIMES:	Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E Exhibit F Exhibit G Exhibit H	

3. **Consideration.** In consideration of Owner's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of the Rental Fees, in addition to such other charges as outlined in the Summary of Fees below, such sums to be paid to Owner prior to the first use of the Premises, unless other arrangements are agreed to in writing. All checks should be made payable to the Institution.

4. Summary of Fees: ***(List all charges for facilities, equipment, meals, and services below)***

5. **No Assignment.** The permit, use and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person or entity whatsoever.

6. **Parties' Representatives and Notice.** All notices required by this agreement shall be mailed by certified mail or hand delivered to the following representatives.

	OWNER'S REPRESENTATIVE:	**PERMIT HOLDER'S REPRESENTATIVE:**
Name:	Georgia College Wellness & Recreat.	Carolos F. Tobar, Baldwin County Mana.
Address:	West Campus Dr./CBX 126 Milledgeville, Georgia 31061	Baldwin Co. Board of Commissioners 121 N. Wilkinson St., Suite 314 Milledgeville, GA, 31061
Telephone:	(478) 445 - 4462	(478) 445 - 4791
Facsimile	(478) 445 - 7548	(478) 445 - 6320

7. **Indemnification.** Permit Holder indemnifies and holds harmless the Owner, the Institution and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Permit Holder shall reimburse the Funds for such monies paid out by the Funds.

8. **Insurance.** The Institution, through its risk management unit, shall assess the risk of the Event and determine the required policy and coverage limits, by selecting one of the following:

XXXX Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	*Limit*
1. Personal Injury and Advertising	$1,000,000 per Occurrence
2. Contractual	$1,000,000 per Occurrence
3. Fire Legal	$1,000,000 per Occurrence
4. General Aggregate	$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of $2,000,000 per occurrence.

_____ Permit Holder shall, at its own cost and expense, obtain and maintain a special event liability policy with a combined single limit of no less than $1,000,000.

The above policies shall cover the period of Permit Holder's occupancy and use of the Premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.

_____ Permit Holder is not required to obtain insurance.

9. **Cancellation for Force Majeure.** In the event that fire, wind storm, casualty, war or other unforeseen circumstances shall result in damage to the premises so that it is impossible or impractical for the Owner to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall be made impossible by strike, riot, or other cause not within the control of the Owner, this contract shall stand canceled and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

10. **Stipulations and Exhibits.** The stipulations, provisions, covenants, agreements, terms and conditions, contained in the following exhibits attached hereto and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties hereto:

Exhibit A General Provisions
Exhibit B Programs Serving Minors
Exhibit C Lodging Accommodations
Exhibit D Pools & Recreational Facilities
Exhibit E Food Services & Concessions
Exhibit F Parking
Exhibit G Alcoholic Beverage Policy
Exhibit H Tobacco & Smoke-Free Campus Policy

11. **Entire Agreement.** This agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than as herein set forth. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this license agreement to be signed as of the day and year first above-stated.

PERMIT HOLDER

By: Henry R Craig

Name: Henry R. Craig

Title: Chairman

Permit Holder's Federal Tax ID No.: 58-6000782.

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA COLLEGE & STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Attached Exhibits: Exhibit A (General Provisions), Exhibit B Programs Serving Minors, Exhibit C (Lodging Accommodations), Exhibit D Pools & Recreational Facilities, Exhibit E (Food Services & Concessions), Exhibit F (Parking), Exhibit G (Alcoholic Beverage Policy), Exhibit H (Tobacco & Smoke Free Policy)

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IN WITNESS WHEREOF, the parties have caused this license agreement to be signed as of the day and year first above-stated.

PERMIT HOLDER

By: _____

Name: _____

Title: _____

Permit Holder's Federal Tax ID No.: _____

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA COLLEGE & STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Attached Exhibits: Exhibit A (General Provisions), Exhibit B Programs Serving Minors, Exhibit C (Lodging Accommodations), Exhibit D Pools & Recreational Facilities, Exhibit E (Food Services & Concessions), Exhibit F (Parking), Exhibit G (Alcoholic Beverage Policy), Exhibit H (Tobacco & Smoke Free Policy)

EXHIBIT A

GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be by this Exhibit A. Lodging accommodations, if any, shall be described in and governed by Exhibit C. The Licensed Premises is provided and is accepted by Permit Holder "as is, where is, and with all faults." If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder.

2. Cancellation. If Permit Holder cancels this agreement ninety (90) days or more before the earliest reserved date, it shall forfeit any deposit paid and be liable to Owner for direct costs incurred in preparation to fulfill Owner's obligations under this Agreement. If Permit Holder cancels this Agreement less than ninety (90) days of the earlier reserved date, Permit Holder shall forfeit any deposit paid and agrees to pay said direct costs and liquidated damages for its lost business opportunity at a rate of $25.00 per day for facilities, and $10.00 per day per room for accommodations.

3. Guarantee. Permit Holder shall provide Owner with final guaranteed numbers for conference attendance, and, if applicable, for lodging and food service, no later than ten (10) working days before the earliest reserved date. Owner does not guarantee availability of facilities, food or lodging in which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.

4. Terms of Payment. A preliminary bill will be developed based on final guaranteed attendance figures provided by Permit Holder. Payment of the preliminary bill is due not later than the first day of the Event(s). After the completion of the Event(s), a final bill summarizing all fees, charges, deposits and payments will be submitted to Permit Holder. Permit Holder shall pay Owner for all unpaid charges within thirty (30) days after receipt of the final bill.

5. Failure to Pay. Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Permit Holder violates any other provision of this agreement, all remaining obligations of the Owner under this agreement shall, at the option of the Owner, cease and be terminated upon written notice to the Permit Holder. In any case, all amounts owing to the Owner hereunder which are more than sixty (60) days past due shall be subject to a service charge of one and one-half percent (1½%) per month, constituting an annual rate of simple interest of eighteen percent (18%). Permit Holder shall reimburse the Owner for all collection costs, including professional and attorney's fees and all other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the Owner shall be entitled all costs and expenses of litigation, including attorney's fees.

6. Taxes. Unless Permit Holder provides Owner with evidence of tax exempt status, Permit Holder shall be responsible for the payment of all local, state and federal taxes which may be imposed under this agreement.

7. Sale of Food. All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should concessions be requested by the Permit Holder, such request should be directed to the Institution at **Sodexo**, telephone number **(478) 445-1976** and should be booked at least two (2) weeks in advance of the date of the Event(s). Concessions will not be made available at any Event(s) unless requested by the Permit Holder. Arrangements for food services, if any, shall be as outlined in Exhibit E, which is attached hereto and incorporated herein by reference.

8. Event Staffing: Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, security staff, stage hands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event. If such staff is procured through Owner, such staff shall nevertheless be employees of the Permit Holder and not the Owner, and shall be paid by Permit Holder.

9. Promotion and Publicity. Permit Holder agrees that unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner, no information or publicity of any nature whatsoever relating to

Permit Holder's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to the Owner for approval prior to any distribution. Owner agrees that any revenues generated from radio and television shall be for the account of Permit Holder. **All such broadcasts, however, shall clearly indicate that the Owner or the Board of Regents of the University System of Georgia is not a sponsor of the event.**

10. No Use of Owner's Name. All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by the Permit Holder shall in no fashion whatsoever state or imply the support or sponsorship of the Owner, the Institution, or the State of Georgia without their express written permission. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by the Owner.

11. Signs and Business. Permit Holder shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the premises, without the Owner's prior written permission. Permit Holder shall not conduct any business activities within the premises without the Owner's prior written permission.

12. Licenses, Permits and Copyright Royalties. Permit Holder shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses and/or permits shall be presented to the Owner prior to the Event(s).

13. Owner Access. Owner shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.

14. Owner's Right to Remove. The Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.

15. Damages to the Premises. Permit Holder agrees that it shall not in any way injure, damage, mar or deface the building, floor, furniture, fixtures, or equipment which are in or about the premises. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees. Clean-up following the Event(s) shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal of any trash from the floors of the premises and lobby. With prior arrangements, clean-up can be handled by the Owner's staff or concessionaires and paid for by the Permit Holder.

16. Permit Holder's Property Brought Onto Licensed Premises. All property brought onto the premises by the Permit Holder, its members, participants, and invitees, shall be at the sole risk of the Permit Holder. The Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents or employees.

17. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.

18. Parking. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges shall be made with the Owner and included on Exhibit F.

19. Compliance With USG Ethics Policy. Permit Holder shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18.1). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Permit Holder and Permit Holder's employees will be required to know and adhere to the Title IX policy.

20. Compliance With Alcohol Policy. At all times while on the premises Permit Holder shall comply with the Institution alcohol policy and shall insure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit G.

21. Compliance With No Smoking Policy. Premises are designated as a no smoking facility and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit H.

22. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Institution property, and to release the Owner and Institution from any liability in conjunction with use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit B. At any time, the Institution may request, and must be promptly provided with, copies of all pre-screening and training verification.

23. Compliance With Fire Safety Standards. In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.

24. Compliance With All Applicable Laws, Rules and Regulations. Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.

25. Assignment. Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted at the Owner's sole discretion.

26. Governing Law. This agreement shall be governed by the laws of the State of Georgia.

27. Special Rules for Appearances of Celebrity Personalities:

a. In the event that the personal appearance of a celebrity personality is contemplated for the event, no substitutions for such personalities or stars shall be made without the express written consent of Owner.

b. Radio or television broadcasts originating on or about the Licenses Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered into between the parties hereto.

c. If the planned personality defaults on the appearance, the liability of Owner shall be limited to the return of the permit fees charged, so long as the default is deemed by Owner to be not the fault of Permit Holder. In all other events, the permit fees will be forfeited to Owner.

d. If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all costs of such personnel utilization.

EXHIBIT B

Programs Serving Minors

1. Institutional Policy. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall ensure all employees and volunteers associated with the program who are reasonably anticipated to have direct contact or interaction with minor participants are appropriately screened and trained and adhere to the following requirements:

2. Duty of Care. Permit Holder shall operate such program/activity in a reasonably safe manner.

3. Forms. Permit Holder shall use all appropriate forms related the operation of the program / activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.

4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.

5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.

6. Training. Permit Holder shall provide training to all employees, volunteers and others assisting with the program/ activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.

7. Safety and Security. Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.

8. Reporting Obligations. Criminal activity should be reported immediately to the Georgia College Department of Public Safety at (478) 445-4400. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.

9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Georgia College Department of Public Safety at (478) 445-4400 and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT C

LODGING ACCOMMODATIONS

1. Accommodations. Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Permit Holder may release the reserved accommodation space without penalty up to _7_ days prior to the move-in date. Accommodations for additional participants shall be on a space-available basis only. Permit Holder shall be responsible for the applicable fees for total actual participants or for the estimated participants, whichever is greater. Permit Holder shall be responsible for any loss of or damage to any of Owner's property.

2. Check-in and Check-out. Check-in and Check-out times are as set forth in the Schedule of Licensed Premises. Early arrivals and/or late departures must be arranged with conference coordinator.

3. Assignment. In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.

4. Personal Property. Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.

5. Room Keys. Each participant may check out only his or her own room key. The charge for a lost room key is $130.00.

6. Master Keys. Permit Holder agrees that each person who receives a master key shall sign a release form pertaining to the responsibilities of having a master key and the penalties for loss of master key. The charge for a lost master key is $25,000.00.

7. Health Care. Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.

9. Right to Enter Room. Owner reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with Owner's policies.

10. Compliance with Laws, Regulations and Policies. Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws concerning health, safety and public order. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:

a. No alcohol may be consumed or brought onto Owner's property except as noted in Exhibit G.

b. No smoking or tobacco use will be permitted in any room or apartment or in Owner's buildings, except in those areas specifically approved for that purpose; see Exhibit H.

c. No firearms, weapons or ammunition (except as specifically allowed by applicable federal or state law) or fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.

d. No animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission.

e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.

f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.

g. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.

h. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.

i. No tampering with the fire system or fire fighting equipment will be permitted.

j. No removal of lounge or common area furniture into individual rooms or apartments will be permitted without permission of the Owner. Removing furniture from individual rooms is not permitted.

k. No gambling or solicitation in any form will be permitted.

l. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

EXHIBIT D

POOLS AND RECREATIONAL FACILITIES

1. Permissible Pool Activities (***Applicable to Centennial Center Outdoor Pool Only***):

   (a) Recreational Swimming. The Pool and facilities are open for recreational swimming during various hours during various times of the year. Those hours can be located at https://www.gcsu.edu/wellnessrec/aquatics.

   (b) Pool Rentals: The pool may be rented for various events and activities.
   (i) The Owner reserves the right to deny any event based on the time/date request and or the nature of the event.
   (ii) Lifeguards will be provided by the Department of Wellness and Recreation for all events at the Permit Holder's expense
   (iii) The Permit Holder shall provide an Assumption of Risk and Waiver of Liability form for each person, properly executed and releasing the Owner and the Board of Regents of the University System of Georgia. The release shall be in a form acceptable to Owner.

2. Legal Compliance. The Pool, as made available to is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.

   a. If Owner determines that a member of its institution staff must be present at the Pool during the Permit Holder's use of the Pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.

   b. Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.

3. Maintenance and Repair. Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Pool is unavailable.

4. Limitation of Owner's Liability. Owner shall not have any liability as a result of the failure of the Pool to satisfy the Permit Holder's requirements or for failure to maintain or repair the Pool or to satisfy any other obligation except as provided in Paragraph 3.

5. Pool Operations Under this License.

   5.1 Owner retains, and Permit Holder may not interfere with:

   a. Owner's access to the Pool and Facilities at all times to exercise its rights or responsibilities.

   b. Owner's right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.

   c. Owner's right to remove any person who fails to comply with this Agreement or whose removal from the Pool the Owner in good faith believes is necessary for the safe and orderly operation of the Pool.

   5.2 Permit Holder shall:

   a. Use the Pool in a safe and orderly manner.

b. Comply with Owner's regulations and directives governing the safe and orderly operation of the Pool and all rules/regulations posted at the location.

c. Conform to all governmental statutes, regulations, ordinances and directives.

d. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.

e. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted material or any trade name.

f. Not in any way damage, deface, or alter the Pool.

g. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.

h. Not fasten any article, drill holes, drive nails, or screws into the walls, floors, woodwork, or partitions; nor shall Permit Holder paint or spray paint the walls, floors, woodwork or partitions; without the consent of the Owner.

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EXHIBIT E

FOOD SERVICES AND CONCESSIONS

1. Sale of Food. All food sales and/or concessions shall be operated by Georgia College's approved campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires.

2. Clean-up and Garbage Removal. Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service.

3. All food services should be booked at least two (2) weeks in advance.

EXHIBIT F

PARKING

1. Lodging Facilities. A Guest parking permit is required and can be obtained from Parking and Transportation Services. Unmarked parking spaces in designated Resident and/or Perimeter lots near the lodging facility may be utilized on a space available basis. Parking is limited to one vehicle per room, with the license plate noted on the lodging registration form. For oversize and specialty vehicles, see restrictions below. No overnight parking is permitted in a designated Guest lot; these lots are reserved for daily visits.

2. Conference Facilities, Pools and Recreation Facilities. A Guest parking permit is required and can be obtained from Parking and Transportation Services. Unmarked parking spaces in designated Resident and/or Perimeter lots may be utilized on a space available basis. For oversize and specialty vehicles, see restrictions below.

3. Oversized or Specialty Vehicles, Trailers, Campers, and Recreational, Vehicles. A Guest parking permit is required and can be obtained from Parking and Transportation Services. Any bus, oversize or specialty vehicle, trailer, camper or recreational vehicle, must be parked in a designated oversize vehicle parking area in a designated Resident and/or Perimeter lot near the lodging facility. In general, this includes any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon a vehicle parked in an adjacent space.

4. Guest Parking Permits. Any Guest parking a vehicle on campus is required to register for and display in their vehicle a valid Guest parking permit and is responsible for knowing and following university parking regulations. Guests may obtain a Guest parking permit from Parking and Transportation Services. Guest permits must be displayed on the driver's side of the dash so that the entire permit is visible.

5. Parking Violations. Violations of university parking policies may subject the vehicle owner to citation and fine. Such citations will be issued through Parking and Transportation Services or Public Safety.

6. Parking Fees. Owner reserves the right to charge parking fees for attendees at any event.

7. No Liability of Owner. Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Any charges are for the use of space only. Owner assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. Owner disclaims any and all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

8. Accessible Parking. Accessible parking spaces are subject to enforcement at all times. Guests parking in an accessible space must display a valid Guest parking permit and a valid state-issued disability placard or license plate that is registered to the holder of the university parking permit. Vehicles not displaying these items may be ticketed and/or towed. If all accessible parking spaces in a lot are taken, properly documented individuals with disabilities may park in any unmarked space in a lot of any type. Individuals should not park in other reserved parking areas, fire lanes, no parking areas, accessible space access aisles, etc.

EXHIBIT G

ALCOHOLIC BEVERAGE POLICY

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on Campus for your event.

Exceptions: The following limited exceptions to the Alcoholic Beverage Policy are permitted:

1. Sports and Recreation Facilities.

   a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on–premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.

   b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.

   c. No alcoholic beverage may be carried onto or taken from the premises by any individual.

2. Special Events and Conferences: All requests must be submitted by the Permit Holder at least three weeks prior to the event. The following rules apply:

   a. All program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.

   b. Alcohol must be served by an authorized and licensed on–premises concessionaires.

   c. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.

   d. The Permit Holder may arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor. All outside alcoholic beverage purchases must be approved by the on-premises concessionaire or food service vendor prior to delivery.

   e. Food must be available at the event at all times. Food must be present in the room(s) where alcoholic beverages are to be served.

   f. Alcoholic beverages must remain in the room(s) where served.

   g. No alcoholic beverage may be carried onto or taken from the premises by any individual.

   h. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and indemnifies and holds Owner and the Board of Regents harmless from all such damages.

   i. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

EXHIBIT H

TOBACCO AND SMOKE-FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, this policy reinforces the USG commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. "Tobacco Products" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on USG properties unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the USG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on USG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by a USG entity shall be tobacco-free. All events hosted by outside groups on behalf of the USG shall also be tobacco-free.

Exceptions for Tobacco Use

The President of each institution will define any exceptions to this policy. Exceptions to the policy will be very limited and on an as needed basis. The intent is the campus is tobacco and smoke free unless otherwise needed for educational purposes and/or the advancement of research on campus.

Enforcement

The overall enforcement and authority of this policy lies with the President of the institution, but it is also a shared community responsibility, which means all students, faculty, and staff share in the responsibility to help keep the campus tobacco-free. Signage to help inform our campus community and visitors will be placed throughout campus.

Violation of Policy

Violation of this policy may result in corrective action under the Student Code of Conduct or campus human resource policies. Visitors refusing to comply may be asked to leave campus.

Little Fishing Creek Golf Course

DAILY FEES

GREEN FEES

WEEKDAYS	$12.50 ALL DAY	$ 10.50 *TWILIGHT*
WEEKENDS	$15.50 ALL DAY	$ 13.50 TWILIGHT
HOLIDAYS	$15.50 ALL DAY	$ 13.50 TWILIGHT

CART FEES

NINE HOLES	$8.00 EACH	*Trail Fee* $7.50
EIGHTEEN HOLES	$ 12.00 EACH	

All of these prices are subject to a 7% sales tax

ANNUAL GREEN FEES

HIGH SCHOOL & UNDER	$150.00 SUMMER
	$150.00 SCHOOLYEAR
JUNIOR (20 & UNDER)	$400.00
SINGLE	$500.00
FAMILY	$500.00 1ST MEMBER
	$225.00 EA. ADDITIONAL
SENIOR	$400.00
SENIOR FAMILY	$225.00 EA. ADDITIONAL

Tee times are encouraged on Weekends and Holidays
Golf Shop phone # 478-445-0796

To be effective
March 1, 2020

Approved 2-4-2020
by Board of Commissioners

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RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this 12 day of November, 2019, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Baldwin County Fire Rescue, hereinafter referred to as "COOPERATOR."

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

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 equipment is limited to wildland fire use and the use 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 COOPEATOR 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.

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, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them 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 of 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

_____

Signature: State Forester/Director

Date: _____

Baldwin County Fire Department

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

Date: 2-4-2020

Georgia Forestry Commission

Jason Butts

Signature: Chief Forest Ranger

Date: _____

Baldwin County Fire Department

Victor Young

Signature: Fire Department Chief

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 Baldwin County Fire Rescue FIRE DEPARTMENT

GEORGIA FORESTRY COMMISSION		
AREA COVERED	The County of Baldwin; 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 1, Supplemental FF, Forester who are available for fire suppression activities this county)*
	2016 Ford F250, Type 7 Engine, GFC# 26[illegible]	Jason Butts, Chief Ranger
	2009 Ford F550, Type 6 Engine, GFC# 1299	Hunter Johnson,Ranger 1
	2000 JD 550, Type 5 Crawler, GFC#1461	Wes Smith, Ranger 1
	2016 Cat D5K, Type 5 Crawler, GFC# 3316	Matt Davis, Forester
	2017 Cat D5K, Type 5 Crawler, GFC#3355	

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 State and Federal Excess Property 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, does not require personnel names)	
Description	**GFC Property #**	**AG # (if Federal Property)**		
1984 Sierra Truck, Quick Response	64003	0001622065	**# of Paid Personnel:**	37
Ford F-250 pickup, Quick Response	4201556			
150 Gal Tank	54508			
Davey Pump 9 Hsp	53513		**# of Volunteer Personnel:**	70
1250 Gal Tank	65690			
ISZ Fire pump	57911		**# of Wildland Fire Qualified Personnel (both paid and volunteer):**	5
1100 Gal Tank	65649			
Darley Pump	57579			

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

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FIREFIGHTER PROPERTY PROGRAM (FFP)
COOPERATIVE EQUIPMENT AGREEMENT AND PROCEDURES
GEORGIA FORESTRY COMMISSION
FIRE/EMERGENCY SERVICES ENTITY
STATE OF GEORGIA

COUNTY OF Baldwin

THIS AGREEMENT made and entered into this 29th day of January, 2020, by and between the Georgia Forestry Commission, an Agency of the State of Georgia, hereinafter referred to as the COMMISSION, and the Baldwin County Fire Rescue, hereinafter referred to as COOPERATOR.

WHEREAS, it is of vital importance to the State of Georgia to protect its forest land resources; and

WHEREAS, the COMMISSION is charged by Georgia Code, O.C.G.A. Section §12-6-5 and O.C.G.A. §12-6-89 to prevent, detect, and suppress wildfires on all State and private lands and provide emergency response operations in the event of a Governor's declared state of emergency; and

WHEREAS, the COOPERATOR is actively engaged in emergency response operations and 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 appropriate equipment is available: NOW THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION agrees:

(1) To actively search for and make available certain Demil 'A' and 'Q6' DoD-FFP property according to the terms set forth in this agreement.

(2) To provide DOD Firefighter Property (FFP) to the COOPERATOR for the **exclusive** purpose of fire suppression, fire prevention, emergency services, disaster relief, and related emergency medical service efforts of the COOPERATOR as outlined by 10 U.S.C.§2576b.

(3) Perform physical inventory of demilitarization equipment required by FFP and reconcile to property accounting records as requested by the Forest Service Property Management Officer.

The COOPERATOR Agrees:

(1) To obtain, at acquisition of said equipment, and continue in effect, for the duration of this agreement, liability insurance in the amount required by State law to cover the operation of said equipment. The COOPERATOR agrees to provide documentation of proof of liability insurance to the COMMISSION.

(2) To pay to the COMMISSION all applicable administrative fees, transportation fees and travel reimbursement cost accrued by the COMMISSION for said property/equipment within 30 days of receipt of the invoice from the COMMISSION. Administrative fees will be $100 per transaction for non-titled property and $200 per transaction for titled property. Round trip mileage will be charged based on the COMMISSION's set fees for delivery vehicle use. Travel reimbursement rates will be as per COMMISSION and State of Georgia travel policies.

(3) That equipment acquired under this agreement is for the **exclusive** use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority.

(4) To complete Form T-22B (Vehicle VIN Verification), provided by the COMMISSION, and mail the original to the Georgia Forestry Commission, 5645 Riggins Mill Road, Dry Branch, GA 31020, ATTENTION: FFP Management within 10 business days.

(5) To accept the responsibility of obtaining and bear the entire cost of vehicle liability insurance, maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the COMMISSION of all responsibility or liability in matters related to this equipment. COOPERATOR will be responsible for worker's compensation for any personal injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.

(6) To convert said equipment into a viable fire/emergency unit or usable apparatus, to meet requirements as provided by the COMMISSION and to paint equipment to ensure there are no military colors or markings on the equipment and place said equipment in operating condition within 180 days from the date of receipt of equipment. Equipment must be made available for an in-service inspection by the COMMISSION representative prior to putting it into service. If the COOPERATOR has made substantial progress toward placing the property in-service, the COMMISSION may extend this time frame an additional 30 days upon written request and approval from the COOPERATOR. Requests must be in writing and submitted to the state FFP manager 30 days prior to deadline.

(7) COOPERATOR will provide shelter adequate to protect equipment from vandalism and adverse weather.

(8) To ensure add-on water tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the maximum recommended G.V.W. or Georgia DOT requirements. (This information and other technical equipment guidance is available at the Roscommon Equipment Center's website - **www.roscommonequipmentcenter.com**)

(9) If equipment acquired through this agreement is not placed in operational condition within 180 days from the date of receipt, or after an approved 30 days' extension, this agreement will become null and void, and the return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighter Property Standard Operating Procedures and at the COOPERATOR'S expense.

(10) In the event the COMMISSION has to recover the equipment, the equipment must be returned to the COMMISSION with all original parts and accessories installed to their original location as when first delivered to the COOPERATOR. Any detachable improvements or mounted accessories made to the equipment by the COOPERAOR may be removed prior to recovery by the COMMISSION. The COOPERATOR will accept responsibility and bear the cost of the original parts and accessories which are not returned to the COMMISSION. The cost for the missing items will be based on fees established by the Department of Defense.

(11) To keep equipment operational for the intended purpose for a minimum of ONE (1) YEAR after the in-service date. The sale, gifting, change in intended use or disposal within ONE (1) YEAR following the in-service date is not allowed. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales, gifting or disposal of property after the one-year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the FFP program.

(12) To make equipment available for a compliance inspection by the COMMISSION representative ONE (1) YEAR after the in-service date.

(13) If equipment acquired through this agreement becomes inoperable and beyond repair or uneconomical to operate prior to being placed in service, a certified mechanic must inspect equipment to verify that it is inoperable and beyond repair or uneconomical to operate and a written report of the condition must be given to the COMMISSION. The return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighting Property Standard Operating Procedures at the COOPERATOR's expense. If any improvements, add-ons, mounted accessories, etc....that are detachable and made to the equipment by the COOPERAOR may be removed prior to returning to the COMMISSION.

(14) To provide access to and the right to examine all records, books, or documents relating to DOD firefighter property transferred to the COOPERATOR under 10 U.S.C. 2576b to the US Forest Service, the Department of Defense, the Office of the Inspector General, and the Comptroller General of the United States or their authorized representatives.

(15) That the proceeds from the sale of any FFP vehicle and/or other FFP equipment MUST BE EARMARKED FOR FIRE/EMERGENCY SERVICES and be used to support those functions.

(16) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural 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. To comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

(17) The COOPERATOR certifies that a drug-free workplace will be provided for COOPERATOR's employees and that it will secure from any sub-contractors hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (COOPERATOR's name) certifies to the Sub-Grantee that a drug-free workplace will be provided to sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of O.C.G.A. code section 50-24-3.

(18) The COOPERATOR hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq.

(19) The COOPERATOR certifies, to the best of their knowledge and belief, that equipment acquired under this agreement was not acquired because of the COOPERATORS actions to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress. COOPERATOR further agrees that it will not expend funds from the proceeds of the sale of equipment acquired under this agreement to pay any person for Lobbying Activities. That if such action has occurred that the COOPERATOR will complete and submit Standard Form –LLL, "Disclosure of Lobbying Activities," in accordance with instructions.

(20) The COOPERATOR hereby certifies that this Agreement does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et, Seq relating to Conflicts of Interest.

(21) To respond to fires within the County or make said equipment, adequately manned, available for suppression of fires within the County whenever necessary.

(22) The COOPERATOR shall adhere to U.S. Export Control Regulations including the Export Administration Regulations (EAR) (15CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The COOPERATOR cannot transfer or sell the property to a non-U.S. Citizen or export outside of the U.S. Information on the EAR and ITAR can be found at: https://www/bos/dpc/gpv/index.php and https://www.pmddtc.state.gov/index.html

It is Mutually Agreed That:

(1) The COMMISSION will transfer ownership of said equipment to the COOPERATOR. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the COOPERATOR under the terms of this agreement only after vehicles and/or other titled equipment have been in operational service for ONE (1) YEAR.

The COOPERATOR which puts Firefighter Program property into use will accept ownership of equipment. Titles will only be transferred to a Fire/Emergency Services entity that is publicly funded by state, county or local governments in the State of Georgia. Title must be in the entity's name and cannot have an individual's name on the title. The COOPERATOR is responsible for the cost of Title transfer fees.

(2) The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is" without any warranties of any kind, either expressed or implied.

(3) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional Program requirements can be found by accessing the USDA Forest Service FFP SOP at www.fs.fed.gov/fire/partners/fepp .

(4) This Agreement shall be effective upon execution by the parties hereto and be renewed by both parties when there is a Fire Chief, EMA Director change, a change of State Forester or every five (5) years.

(5) COOPERATOR will operate within this program at the discretion of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges may be terminated from program until arrangements are implemented to comply with guidelines or for one year from violation date. Either party may terminate this agreement by providing written notice 30 days prior to termination date. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice. Any property that has been transferred as the result of this agreement will be returned at the expense of the COOPERATOR.

(6) This Agreement supersedes all prior Agreements related to the FFP program.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COOPERATOR
County/City Manager:
By: Carlos Tobar County Manager 2-4-2020
Signature & Title of Authorized Representative
Carlos Tobar
Printed Name of Authorized Representative
478-445-4791
Telephone Number

Fire Chief/Emergency Management Agency (EMA) Director
By: Victor Young Fire Chief Date: 2-4-2020
Signature & Title of Authorized Representative
VICTOR YOUNG
Print Name of Authorized Representative
478 445 3405
Telephone Number

GEORGIA FORESTRY COMMISSION
Chief Ranger:
By: _____ Date: _____
Signature & Title of Authorized Representative

_____
Printed Name of Authorized Representative

FIRE SERVICE

AUTOMATIC AID AGREEMENT

BETWEEN

BALDWIN COUNTY, GEORGIA

BALDWIN COUNTY FIRE RESCUE

AND

THE CITY OF MILLEDGEVILLE

MILLEDGEVILLE FIRE RESCUE

OPERATIONAL GUIDELINES AND PROCEDURES

Purpose: The purpose of this agreement is to establish automatic response guidelines determined by Baldwin County, Georgia, ("County") Baldwin County Fire Rescue (BCFR) and the City of Milledgeville ('City") Milledgeville Fire Rescue to be in the best interest of public safety and the mutual benefit of both communities. The *Automatic Aid* districts outlined in this document identify perceived target hazards in each jurisdiction for which the benefits of an enhanced initial response have been identified. This agreement provides for the simultaneous dispatch of both agencies, resulting in the delivery of a greater initial response force to these target hazards within a shorter period of time. An *Automatic Aid* will also improve the ISO grading of an area where apparatus and manpower provided do not meet ISO standards for full credit and where satisfactory coverage of a district is not provided due to excessive response distances for fire department apparatus. (See Appendix A)

Term: This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional year unless any party provides written notice of an intention not to renew within 90 days of the expiration date. This *Automatic Aid* agreement shall cover twenty four hours a day and every day contained in a year.

Training: The Training Officer from the "County" and the "City" shall be responsible for developing an ongoing training program to implement and insure the success of the *Automatic Aid* agreement.

Communication: Dispatch is centralized and located at Baldwin County 911 center. Also common radio language shall be adopted in the form of plain talk. If either agency, due to commitments within their jurisdiction is unable to respond, this information is to be immediately reported to the communications center.

Command: Fire ground command shall be determined by the district in which the incident occurs. The first arriving company shall establish command and transfer as needed to satisfy jurisdictional authority. In the event of two responding units not being needed, (i.e. the call can be handled by the one on the scene) the O.I.C. on scene shall cancel the second due unit. Incident reporting shall be filled out by "County" and "City" units per their respective requirements.

Cost: Neither the "County" or The "City" shall be required to reimburse any other party for the cost of providing the services. Each party shall pay its own costs for responding to incidents included in the *Automatic Aid* agreement.

The foregoing Fire Service Automatic Aid Agreement is hereby executed by the Chief of Baldwin County Fire Rescue and the Chief of Milledgeville Fire Rescue, having been authorized by the governing bodies of Baldwin County, and the City of Milledgeville, and shall take effect upon its execution.

BALDWIN COUNTY, GA

CHAIRMAN BOARD OF COMMISSIONERS

Henry R. Craig

DATE: 2-28-2020

CITY OF MILLEDGEVILLE

MAYOR

Mayor Mary Parham-Copelan

DATE: 2/28/2020

BALDWIN COUNTY, GA

BALDWIN COUNTY FIRE RESCUE

Chief Victor Young

DATE: 2-28-2020

CITY OF MILLEDGEVILLE

MILLEDGEVILLE FIRE RESCUE

Chief William T. Collier, Jr.

DATE: 2-28-2020

ATTEST:

APPENDIX A

Revision to the Fire Suppression Rating Schedule (FSRS)

SECTION 500 – FIRE DEPARTMENT

SECTION 507 – AUTOMATIC AID

Section 500 - Fire Department

Section 507 - Automatic Aid:

- This Section was added to clarify that Automatic Aid is a consideration throughout the Fire Department evaluation rather than, as under the current schedule, addressed separately under each section. In addition, a description of the requirements for application of Automatic Aid was included.
- The calculation of an Automatic Aid factor has been changed to increase the maximum credit allowable.

Section 510 - Engine Companies:

- The determination of additional needed engine company locations has been eliminated.
- Weighting has been decreased from 10 points to 6 points to reflect a shift in emphasis from the number of apparatus and the equipment carried, to the placement of those apparatus (performance-based standards).

Section 511 - Number of Existing Engine Companies

Minimum pump capacity has been increased from 250 gpm to 750 gpm for at least one in-service pumper in accordance with the applicable NFPA standard.

Section 512 - Equipment on Existing Engine Companies:

This Section has been revised as follows:

- Pump capacity and hose capacity minimums for individual pumper credit have been revised to bring the requirements closer to those specified by the applicable NFPA standard while retaining the relationship with the hydrant distance required by the FSRS.
- The equipment tables have been re-formulated, to reflect only equipment that is outlined in the current edition of NFPA 1901.
- The equipment tables have been moved to Appendix A.

Section 523 - Credit for Reserve Pumpers

The analysis for reserve pumpers has been changed to credit actual reserve apparatus, in the same manner that is applied to in-service apparatus.

Section 540 - Ladder/Service Companies:

- The determination of additional needed ladder/service company locations has been eliminated.
- Weighting has been decreased from 5 points to 3 points to reflect a shift in emphasis from the number of apparatus and the equipment carried, to the placement of those apparatus (performance-based standards).

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APPENDIX B

AUTOMATIC AID RESPONSE

AUTOMATIC AID RESPONSE

I. COOPERS

A. Shall provide automatic aid for Hardwick

1. To Colony Farm Road SW off of Gordon Hwy
2. To The Wilkinson County line on 441 South
3. Hwy. 49 East to Forest Hill Road and west to Pettigrew Road

B. Automatic Aid for West Baldwin

1. Pettigrew Road West on Hwy 49 to Jones County Line
2. From Pettigrew Road & Hwy 49 to Hwy 22

II. CENTRAL STATE HOSPITAL (CSH)

A. Shall provide automatic aid to Hardwick

1. From Swint Avenue, Irwinton Road to 441 South Bypass to Fall line Freeway
2. Irwinton Road to Allen Memorial Dr. to 441 West Bypass

B. Automatic Aid for East Baldwin

1. Fall Line Freeway to the Hwy 24 Washington County line
2. Highway 22/24 split to the Hwy 24 Washington County line
3. All of Stembridge Road, Kings Road/Stembridge Road split
4. Logan's Bluff (Ladder 9 respond with T19 only)

C. Automatic for Milledgeville Fire Rescue

1. All of Milledgeville area on Vinson Highway
2. Milledgeville area on the S. Elbert Street to Underwood/Pumping Station Road
3. Moore Street /Lewis Court SE.
4. All property on CSH grounds

III. CARRS

A. Shall provide automatic aid to East Baldwin to:

1. Highway 24 back to Hwy 22 E Hancock County Line
2. Lake Laurel Road/Blacksprings Road back to Hwy 22 to Hwy 22 E Hancock County line

IV. EAST

A. Shall provide automatic aid for Carrs to entire district with Hancock County Eastlake Fire Department back up.

Note: Due to the fire district being isolated by the Oconee River, automatic Aid to Milledgeville Fire Rescue shall only occur on major alarms as third (3rd) due station.

V. Hardwick

A. Shall provide automatic aid for Coopers to:

1. Gordon Hwy to Wilkinson County Line
2. Mt. Pleasant Church Road to Wilkinson County Line
3. Pancreas Road to CC Camp (South) to JF Hall to Zeppellin Road SW to Wilkinson County Line
4. Pancreas Road/McCullar Weaver Road to Hwy 49

B. For Central State Hospital (CSH)

1. East of Swint Avenue including all Streets to Vinson Hwy, and roads off of Youngblood Road area
2. Vinson Hwy to the Wilkinson County Line.

C. For West Baldwin to:

1. Horace Veal Rd. To Hwy 22 to Law Enforcement Center
2. Hwy 49 to Roberson-Johnson Rd NW

D. For Milledgeville Fire Rescue

1. Lakeside Drive (southward) and around Georgia College
2. All of Milledgeville territory on Hwy 49/22 and West Bypass 441
3. West End (off Glynn Street)/Boddie Projects (off Jefferson Street)
4. All area on South Wayne/ Cararaker Ave to N Elbert Street
5. All area around GMC, Riverbend Apartments, back to all areas to Lakeside Drive (Southward)

VI: Milledgeville Fire Rescue shall provide automatic aid for the Baldwin Co. Fire Rescue as follows:

A. Hardwick Fire Rescue:

1. Hwy 49 to Felton Drive SW back to the Hardwick area
2. All of Hardwick territory south of Effingham Road SW to Allen Memorial Drive back to Hwy 49.
3. Hwy 22 West to Triumph Aerostructures.
4. Roberson Mill Road--Garrett way area
5. Hallandale Drive and Meriwether Circle Area

B. North Baldwin Fire Rescue

1. N Jefferson Street north to Bass Boat House area and Sinclair Dam Road area
2. Log Cabin Road to 441 North/N Columbia
3. Airport Road and area surrounding airport
4. 441 N to city limits

C. East Baldwin Fire Rescue

1. Hwy 22 East to 22/24 split

2. Lake Laurel Road to Georgia College property

3. Kings Road to Stembridge Road Intersection

VII. MERIWETHER Fire Rescue

A. Shall provide automatic aid for West Baldwin to:

1. Old Monticello Road NW to Hwy 22 West
2. Nelson Road NW to Hwy 22 West to Jones County Line
3. Hwy 212 to Meeks Road NW

B. For North Baldwin to:

1. Meriwether Road to 441 N to Putnam County Line
2. Corral Road Area

VIII. North Baldwin Fire Rescue:

A. Shall provide automatic aid for Meriwether:

1. Hwy 212 @ Meriwether Road NW to Putnam County Line
2. Including all roads coming off Hwy 212 N to Putnam County Line

B. For Milledgeville Fire Rescue:

1. Hwy 441/ Columbia Street South to Lakeside Drive
2. Jefferson Street South to Lakeside Drive
3. All territory off of Sinclair Dam Road, Ivey Weaver and Barrows Ferry Rd

IX. West Baldwin Fire Rescue:

A. Shall provide automatic aid for Coopers:

1. Pancras Road/McCullar Weaver Road intersection to Union Hill Church Road to Jones County Line

2. Hwy 49/ Pettigrew Road to Jones County Line.

B. For Meriweather:

1. To cover Hwy 212 SW boundaries of the Meriwether District