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**Memorandum of Understanding
Between
Gwinnett County Department of Water Resources
And
Gwinnet County Fire Department**

This Memorandum of Understanding (MOU) is entered into between Gwinnett County Department of Water Resources (DWR) and Gwinnett County Department of Fire and Emergency Services (DOF). Its purpose is to form a common approach and a basis for establishing an efficient working relationship between the two parties. The document is evolutionary in nature and therefore subject to change and amendment as working practices and agreements develop between the two parties.

I. Purpose

DOF requires fire hydrants be in working order to maintain the ability to effectively respond to fire emergencies and maintain an acceptable ISO rating. To insure hydrants are functional, they must be inspected and maintained on a regular basis. It is the opinion of DOF that it is not feasible for them to perform the hydrant inspections with their staff due to the number of calls and the safety risk to fire personnel. DWR also does not have sufficient staff to regularly inspect the hydrants but does maintain the hydrants when required. The purpose of this MOU is to come to agreement and clearly delineate the roles of DWR and DOF in hydrant inspection and maintenance.

II. Agreement

Based on the need to be prepared for fire emergencies, DOF will provide funds to assist in maintaining, repairing and inspecting the fire hydrants. DWR will be responsible for insuring regular and adequate inspection and maintenance of the fire hydrants. By signature of the authorized representatives set forth below, both agencies hereby acknowledge and agree to comply with the following provisions.

III. Roles and Responsibilities of DWR

- 1) DWR shall maintain records of all inspections. These will be made available to DOF at their request.
- 2) DWR has agreed to inspect and test fire hydrants; this shall be in accordance with the following procedure. DWR will at regular intervals, not exceeding 72 months, test and inspect fire hydrants (pending funds from DOF for 2009 about 8,000 hydrants for \$150,000.00) within Gwinnett County's public right-of-way.

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3) For all hydrant defects found by DOF or by members of the public, DWR will be notified as soon as is reasonably practicable. The DOF will be advised where any defect renders the hydrant inoperable. Notification of defects should be reported to DWR dispatch by phone or e-mail. 678-376-7000 or dwr_dispatch@gwinnettcountry.com

4) Upon receipt of an order from the above, DWR will complete the necessary repairs endeavoring to meet the following times.

- i Dangerous/ priority work requiring immediate attention – (24 hours)
Industrial, commercial or high density residential development with a limited numbers of hydrants as determined by DOF staff.
- ii Urgent work requiring quick attention – (2 days)
Low density residential and rural areas where hydrant spacing does not meet county guidelines as determined by DOF staff.
- iii Routine work– (10 days)

5) If either DWR or the DOF discovers a fire hydrant without water, they shall inform the other party as soon as reasonably practicable. In either case, DWR will investigate and report back to DOF within 7 days. Hydrants found defective will have the bonnet painted black. The bonnet shall remain black until the hydrant is operable.

6) DWR will give the DOF a 30 day written notice of any changes to its pricing schedule.

7) There may be conditions, such as drought, where flow testing will not be done as part of the inspection process. If these should occur, DWR will notify DOF and keep adequate records of testing methodology.

8) DWR will obtain the services of an outside contractor to inspect/evaluate the county owned hydrants. They will identify maintenance issues as well as operation status. These services will be contracted on a five year agreement. Cost for service should be agreed upon at the time of the contract award. Maintenance cost for in-house services will be tracked and documented. DWR will submit a detailed bill for these services to DOF annually.

IV. Roles and Responsibilities of DOF

1) DOF shall be responsible for the entire cost of inspections of all accepted hydrants.

2) DWR will make repairs, and be responsible for replacement of fire hydrants.

3) By January 31st, DOF will determine the frequency to inspect hydrants based on the ISO rating desired each year. This will allow DWR to determine cost implications and a new funds agreement .

V. Termination

This MOU may be terminated by either party upon written notice delivered to the other party at least 45 days prior to the intended date of termination. If termination occurs, DOF and DWR representatives must come to a new agreement for fire hydrant inspection and maintenance within 60 days.

VI. Total funds allocated

Total funds allocated to DWR from DOF will be agreed to as an amendment to this MOU by March 31st each year for budgeting for the next fiscal year.

VII. Effective Date and Term

This MOU shall become effective upon the date of the last signature and shall remain in effect unless terminated.

VIII. Amendments

This MOU may be amended during the term of the MOU. Such amendments shall be in writing and shall become effective upon signature of all parties.

IX. Periodic Reviews

On an annual basis in the month of March, the parties shall jointly evaluate the progress in the implementation of this MOU and shall revise the MOU as appropriate.

X. Agreement

On behalf of our respected organizations, the undersigned are authorized to enter into this MOU and agree to the terms

Gwinnett County Fire Department



Steve Rolader
Fire Chief

4/30/09
Date

Gwinnett County Department of Recourses



Tyler Richards
Deputy Director

5/2/09
Date