

**AGREEMENT FOR REIMBURSEMENT OF TREE AND/OR DEBRIS
REMOVAL**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Division," and the _____, a West Virginia volunteer or part volunteer fire department, hereinafter called "VFD,"

WITNESSETH that,

WHEREAS, the Commissioner of Highways is authorized to pay VFDs, in limited circumstances, for the actual costs incurred from the removal from Division's rights-of-way of trees and other debris; and

WHEREAS, payment by the Division to VFD is subject to the provisions outlined in West Virginia Code §17-2A-8d and Division's Policy and Procedures; and

WHEREAS, On _____, 20____, in response to a request by the Division or to address an immediate safety concern when acting as a first responder, VFD removed certain trees and/or debris from Division's State Road System located at _____; and

WHEREAS, because of the public benefit to be derived from VFD's removal of trees and debris from Division's right-of-way, Division is agreeable to reimbursing VFD's actual cost incurred for such work;

NOW, THEREFORE, in consideration of the above and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

- I. The work performed under this Agreement, hereinafter the "Project," included tree cutting, removal of cut or uncut trees, limbs and/or debris removal that the VFD or Division determined to be necessary to allow safe travel along Division's roadway.
- II. For Project, VFD secured the approvals and/or permits, if any, required by other governmental agencies, and complied with all applicable Federal, State, and local laws, rules, and regulations.
- III. Funding for Project:
 - A. VFD initially bore the cost of the Project. Once VFD submits to Division a properly completed reimbursement form that clearly identifies the actual cost incurred by VFD for Project, Division then shall reimburse VFD for the actual Project costs incurred by VFD; however, Division's maximum amount payable to VFD under the terms of this Agreement is not to exceed five thousand dollars (\$5,000.00) during any State fiscal year (July 1 through June 30).
 - B. The hourly wage rate for VFD personnel associated with Project shall be the wage rate established by the West Virginia Insurance Commissioner for the purposes of worker's compensation premiums, which rate is available at https://www.bls.gov/oes/current/oes_wv.htm#33-0000 (33-2011 occupation code).

- C. The amount to be reimbursed to VFD by Division for the work performed in this Agreement is shown on the attached reimbursement form. The amount to be reimbursed shall be paid to the VFD and not to any specific firefighter for their work performed.
- D. VFD's costs for materials and equipment associated with Project conformed with the Schedule of Equipment Rates established by the Federal Emergency Management Agency during the course of this Project.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

(signature)

By: Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

Voluntary Fire Department

(signature)

By: _____
(printed name)

Its: _____
(printed title)

(To be executed in duplicate)

Distribution:
VFD
Legal
CC
Accounts Payable



West Virginia Division of Highways Policy and Procedure:

Reimbursement Agreements Between DOH and Volunteer or Combination Fire Departments

Issued by the Commissioner of Highways

Policy No: DOH 1.5

Issue Date: 10/24/2019

Page 1 of 5

1.0 PURPOSE

The Legislature passed SB625 during the 2018 Regular Session. The bill became effective June 8, 2018. As part of that legislation, the Commissioner of the Division of Highways (herein after Division or Commissioner) is authorized to reimburse volunteer and part volunteer fire departments (hereinafter VFD) for tree and/or debris removal in limited circumstances.

The purpose of this guidance document is to establish the circumstances under which a VFD may seek reimbursement for tree and/or debris removal.

The Division will not reimburse any fire department for tree and/or debris removal if the VFD is not certified by or not in good standing with the State Fire Commission.

2.0 DEFINITIONS

As determined by the State Fire Marshal and the Division:

- 2.1 A **"Volunteer Fire Department"** is a department which provides fire protection services to a specific geographical area under the authority having jurisdiction. The "authority having jurisdiction" may be a private corporation, company, public corporation, or municipal, county, or state level of government. A VFD is one in which the members donate their time without compensation.
- 2.2 A **"Combination Fire Department or a Part Volunteer Fire Department"** is a department where one or more of the firefighters receive compensation for working as a firefighter on a full-time, "per call", or an hourly basis. In addition to paid firefighters, the department also employs volunteer members.
- 2.3 **"Division"** means the West Virginia Division of Highways, which is an agency within the West Virginia Department of Transportation.
- 2.4 **"Fiscal year"** means the 12-month period, beginning July 1, and ending on June 30, used by the state for the purposes of accounting for, collecting and disbursing funds.
- 2.5 **Tree and/or debris removal"** means clearing the tree and/or debris that are obstructing the state highway due to a flood, other natural disaster, or similar event.

It does not mean clearing a state highway of debris or obstructions that are the result of a traffic accident.

3.0 REGISTRATION OF VOLUNTEER FIRE DEPARTMENT WITH OASIS

- 3.1 All VFDs must register in the OASIS system prior to submitting an invoice for tree and debris removal. The VFD may create an account in the OASIS system by going to www.wvoasis.gov, selecting "VSS", and following the prompts to create an account.
- 3.2 The Division is prohibited by law from paying an invoice from a VFD that is not properly registered in the OASIS system.

4.0 REIMBURSEMENT AGREEMENTS

The Division Commissioner may enter into a reimbursement agreement with VFDs if the following conditions are met:

- 4.1 The VFD is a registered vendor with the Division of Purchasing;
- 4.2 The VFD is certified and in good standing with the State Fire Marshal;
- 4.3 The VFD complies with all applicable environment laws and rules;
- 4.4 The VFD complies with all applicable safety requirements;
- 4.5 The VFD agrees to maintain liability insurance and workers compensation insurance in the appropriate amounts as required by law;
- 4.6 The VFD agrees to present evidence of said insurance (e.g., a Declarations "Dec" Page, Accord 25, etc.) at any time upon the request of Division;
- 4.7 The amount to be reimbursed shall be paid to the VFD and not to any specific firefighter for their work performed.

5.0 REQUIREMENTS FOR DEBRIS REMOVAL

- 5.1 The VFD notifies the Division of a tree or debris impeding normal traffic flow.
 - A. The Division's Traffic Management Center (TMC) will be the contact point for the Division. TMC can be contacted at (304) 558-3028;
 - B. The TMC is responsible for verifying the location/route of the removal and contacting the appropriate duty officer;
 - C. The Duty officer will determine if the VFD or the Division will remove the tree and/or debris and direct the TMC in what action should be taken.

- 5.2 The Division is responsible for the final disposal of the tree or debris and will not reimburse the fire department should it decide to dispose of the tree and/or debris on its own.
- 5.3 Under no circumstance may the removed tree and/or debris be placed where it will obstruct traffic; a ditch within the right-of-way; property access/driveway; or any river, stream or creek.
- 5.4 A VFD may be reimbursed for tree and/or debris removal without prior request of the Division if:
- A. The VFD is a first responder and the tree and/or debris must be removed to allow the public to safely travel upon the road; and
 - B. The VFD requests approval for the removal as soon as possible, no later than twenty-four (24) hours, after the event and enters into an agreement with the Division that complies in all respects, except for being requested by Highways, to clear the state highway.
- 5.5 Division shall have no financial responsibility or obligation for any cost incurred for any work performed by:
- 1. The VFD during a State of Emergency;
 - 2. The VFD without prior authorization by the Division or without VFD notification to Division within twenty-four (24) hours after performance of work by VFD if:
 - a. The VFD is a first responder and the tree and/or debris must be removed to allow the public to safely travel the roadway;
 - b. The VFD was unable to contact the Division while VFD was at the scene and the VFD was not notified of the obstruction when VFD was called out to the scene;
 - 3. Any contractor or other entity on behalf of the VFD was used; and/or
 - 4. VFD or other entity hauled or transported debris from the scene.
- 5.6 To the fullest extent permitted by law, VFD shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of VFD, resulting directly, indirectly or otherwise by (a) the actions or omissions of VFD, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of VFD, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement.
- 5.7 The Division will reimburse a VFD only for the actual costs incurred in removing the tree and/or debris. This reimbursement does not include costs associated with responding to the event that caused the tree or debris to be on a state highway.

- 5.8 Division will not reimburse a VFD for services contracted out by the VFD, nor shall VFD contract or subcontract the tree and/or debris removal.
- 5.9 The VFD's performance of work along Division's roadway shall not mean that VFD shall have any jurisdiction over any Division roadway, nor shall VFD have any responsibility or financial obligation for maintenance, upkeep or repair of any Division roadway.
- 5.10 If any provision or portion of this Procedure shall be held invalid or unenforceable, such provision or portion shall be deemed severed from this Agreement to the minimum extent possible, and the remainder of this Procedure shall remain in full force and effect. If any provision or portion of this Procedure is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

6.0 REQUIRED DOCUMENTATION AND AUDITING REQUIREMENTS

- 6.1 In addition to entering into an agreement with the Division, the VFD must submit a detailed reimbursement form for the removal services, including without limitation, the following:
 - A. The date and time the Division requested the VFD to clear the highway, or if the removal was completed without prior request of the Division, the date and time the VFD responded to the scene;
 - B. The date the Division was notified;
 - C. The location of the debris by state highway designation (road name, route number, etc.);
 - D. The number of fire department personnel responding;
 - E. The amount of time the removal took, excluding any activity other than tree or debris removal;
 - F. Any equipment or material used in the removal;
 - G. Any other information requested by the Division and
 - H. A completed reimbursement agreement form along with its attached reimbursement request form must be submitted in order for the VFD to be paid.
- 6.2 In no event may the Division reimburse a VFD more than a total amount of \$5,000 in any fiscal year for tree or debris removal.
- 6.3 All reimbursement forms are subject to random audit by the Division.

7.0 FEE SCHEDULE

- 7.1 The hourly wage rate for VFD personnel associated with Project shall be the wage rate established by the West Virginia Insurance Commissioner for the purposes of worker's compensation premiums, which rate is available at https://www.bls.gov/oes/current/oes_wv.htm#33-0000 (33-2011 occupation code).
- 7.2 The Division will authorize payment for equipment used in tree or debris removal in accordance with FEMA'S SCHEDULE OF EQUIPMENT RATES in effect on the date the fire department is authorized to conduct tree or debris removal. www.fema.gov/schedule-equipment-rates.

Date of this request: _____

Organization Information

Org Name _____

Address _____

City _____

Zip Code _____

Phone _____

email _____

Fire Chief _____

Fire Department:

Is a Volunteer Fire Department Yes No

Is a Combination Fire Department Yes No

Is registered with WV Division of Purchasing Yes No

Is certified and in good standing with the State Fire Marshal Yes No

Has current workers' compensation insurance Yes No

Has current liability insurance coverage Yes No

Authorized Representative of Fire Department

Signature

Printed Name and Title

Tree or Debris Removal activity information	
Location of trees/debris removed (DOH route(s); distance from intersection; nearest cultural landmark)	
<hr/> <hr/>	
DOH requested VFD remove trees/debris, prior to removal <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, Date of DOH request	<hr/>
If yes, Time of DOH request	<hr/>
If yes, Name of DOH employee authorizing VFD	<hr/>
If no, Date VFD responded to incident	<hr/>
If no, Time VFD responded to incident	<hr/>
Date of executed agreement between DOH and VFD	
<hr/>	
Number of VFD responders at scene	
<hr/>	
Amount of time tree/debris removal took VFD, excluding any other activity	
<hr/>	
Expenses Incurred by VFD for ONLY tree/debris removal (refer to FEMA guidelines)	Amount
Equipment used (identify each)	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
Material used (identify)	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
Total	\$0.00