

PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, April 29, 2025 1:15 PM

PUBLIC SAFETY

- **1.** Approve an Inter-Governmental Agreement between the City of Augusta, GA and The Bureau of Alcohol, Tobacco, Firearms and Explosives.
- 2. Motion to **approve** the second allocation of the additional funding request in the amount of \$80,000 from the FY 25 Juvenile Justice Incentive Grant Award.
- 3. Mr. Brian Green regarding the state of downtown.



Meeting Name

Meeting Date: April 29, 2025

Approve an Inter-Governmental Agreement between the City of Augusta, GA and

The Bureau of Alcohol, Tobacco, Firearms and Explosives

Department: Information Technology

Presenter: Mr. Reggie Horne, Interim CIO

Caption: Approve an Inter-Governmental Agreement between the City of Augusta,

GA and The Bureau of Alcohol, Tobacco, Firearms and Explosives.

Background: The Bureau of Alcohol, Tobacco, Firearms and Explosives currently utilizes

Augusta's Land Mobile Radio System (LMRS) to support their daily

operations. This allows them to operate in a reliable and secure environment. Additionally, the use of Augusta's LMRS provides interoperability to all system users. This is necessary for daily operations and emergency response.

Analysis: This Inter-Governmental Agreement is necessary to facilitate the annual

payment from the Bureau of Alcohol, Tobacco, Firearms and Explosives to

the City of Augusta.

Financial Impact: The City of Augusta will receive payment, in the amount of \$15,180.00

annually.

Alternatives: N/A

Recommendation: Approve th Inter-Governmental Agreement between the City of Augusta, GA

and The Bureau of Alcohol, Tobacco, Firearms and Explosives.

Funds are available in N/A

the following accounts:

REVIEWED AND N/A

APPROVED BY:



U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

www.atf.gov

INTER-GOVERNMENTAL AGREEMENT NUMBER #25-930-P/AMV#25AHDQ00025 BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND AUGUSTA, GEORGIA

1. PURPOSE:

This Inter—Governmental Agreement (IGA) sets forth the terms and conditions between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") for the use of the wide-area 800 MHz trunked voice radio system. The initial term of one (1) year, with automatic renewal each subsequent year for a total maximum term of five (5) years, contingent on annual funding, as outline herein.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).
- b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. §530C(a).

3. DESCRIPTION OF SERVICES:

Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") will provide the use of the wide-area 800 MHz trunked voice radio system.

4. PERIOD OF PERFORMANCE:

The initial terms of this agreement will commence on the effective date of January 1, 2025 and remain in effect until December 31, 2025.

Option Year 2:

Option Year 3:

Option Year 4:

Option Year 5:

This agreement will automatically renew based on the option year, provided the availability of annual funding for each subsequent year, and upon agreement to the new quote provided by Augusta, GA prior to the renewal date.

Augusta, GA shall provide a quote for the upcoming year to ATF, which will specify any fees and/or charges for the new renewal period.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to Augusta, GA for 25 radios at \$50.60 each for a total of \$1,265.00 monthly. The total annual cost will be in an amount not to exceed \$15,180.00.

6. BILLING PROCEDURES:

Augusta, Georgia will invoice ATF. A copy of the invoice may be submitted electronically to your ATF Point of Contact. The invoice shall clearly identify the IGA agreement number (#25-930-P/AMV#25AHDQ00025) and billing period.

Payment of funds will be from 2025-700D-OST-302035-ADM-D4A-25218. A copy of the invoice may be submitted electronically to <u>ATF-RadioBranch@atf.gov</u>.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

At the beginning of each Option Year renewal period, ATF will assign a new accounting strip and IGA document number. The new identifiers will be provided to Augusta, GA in conjunction with the annual quote and serve as the basis for proper tracking and documentation throughout the year.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 30-day written notice to the other party.

9. POINT OF CONTACTS:

Alan D. Stotler Bureau of Alcohol, Tobacco, Firearms and Explosives 5-1 Metropolitan Court Gaithersburg, MD 20878 (202) 250-3811

-3-

Gary Hewett 535 Telfair St. Bldg. 2000 Augusta, GA 30901 T: (706) 821-2525 (Office) hewett@augustaga.gov

Matthew Hetrick 535 Telfair St. Bldg. 2000 Augusta, GA 30901 T: (706) 821-4881 (Office hetrick@augustaga.gov

10. AVAILABILITY OF FUNDS:

The obligations set forth in this Agreement are subject to the availability of the necessary resources to the Parties. No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. § 1341, or other applicable laws.

11. GOVERNING LAW:

The terms and provisions in this Agreement shall be construed under the laws of the United States, in conjunction with any state laws that do not conflict.

12. INDEMNIFICATION:

Both ATF and Augusta, Georgia shall assume the responsibility and liability for the acts and omissions and representation made by its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death. In the case of the ATF, liability shall be determined pursuant to the Federal Tort Claim Act, 28 U.S.C. § 1346.

-4-

13. ACCEPTANCE:	
AUGUSTA, GEORGIA	
NAME	
TITLE	
SIGNATURE	Date:
CLERK OF COMMISSION	
NAME	
TITLE	
SIGNATURE	Date:

-5-

BUREAU OF ATF

	Date:
JAMES HUFF	
BUREAU PROCUREMENT CHIEF	
RUREAU OF ALCOHOL TORACCO FIREARMS AND EXPLOSIVES	

Addendum Regarding Indemnification and Insurance Language

The parties acknowledge that Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 6301, prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. The Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) is a component of the U.S. Department of Justice, and as such, it is a self-insured entity supported by the U.S.

Government. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346, et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury, or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.



Public Safety Committee Meeting

Meeting Date: 4/8/25

FY 25 JUVENILE JUSTICE INCENTIVE GRANT ADDITIONAL FUNDING REQUEST

Department: Juvenile Court

Presenter: Paige Ford

Caption: Motion to approve the second allocation of the additional funding request in

the amount of \$80,000 from the FY 25 Juvenile Justice Incentive Grant

Award.

Background: Awarded \$80,000 in additional funding from CJCC.

Analysis: N/A

Financial Impact: The request for additional funding has added \$80,000 to our initial grant

award.

N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in 220022664

the following accounts:

REVIEWED AND

APPROVED BY:

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal

Project No. Project Title

User: VF15860 - Victoria Ford

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

				The second secon	
		EQUEST FOR ADDITION			
		JCC through the Juvenile Ju			
		address the needs of youth inue services to the youth. I			
Justice. This request v	will allow to com	inue services to the youth. I	NO LOCAL MIATCH REC	YUIKED. NO EEO DEF	1. KEQUIKED.
Start Date: 03/03/2025		End Date: 06/30/2025	ς .		
	02/17/2025	Department: 022	Juvenile Court	Cash Match?	N
Total Budgeted Amount:	289,395.00	Total Funding Agency:	289,395.00	Total Cash Match:	0.00
			207,373.00		
	: GM0012	Criminal Justice Coord Co			
Sponsor Type	-	State	-		
Purpose	2	Serve Comm Juvenile Cts		: GM0012 Criminal Jus	stice Coord Co
Trans. III	Mome	Cont	acts	Phone	
Type ID	Name	77 7		Phone	110.1
I GMI0)28 Victoria	Ford		(706)823-	4424
	poolutor	~9	a se desputação	11 /-	, /
Mr.	77	Appro	ovals	11. 11	1.
Type	FLYTHE	Date 02/17/2025	Dept. Signature:	IM ALL	KD. I
FA J.	. FLA IRE	02/1//2023	Grant Coordinator	- Signature	athur
			Grant Coordinator	Mde	2/18/2025
1.) I have reviewed the Gra	nt application an	d enclosed materials and:			7,7
o Find the grant/award to	be feasible to the	e needs of Augusta Richmon	d County		
			•		
O Deny the request					
dalle			2/18/2025		
Finance Director		ī	Date	•	
a) Them and and the C					
		and enclosed materials and:			
Approve the Departme	ht Agency to mo	we forward with the applicat	tion		
	700				
O Dony the request	(N)				
			2/21/25		
Administrator				•	
- FORTHING ROLL		1	Date		
This form will also he	nsed to provide	e the external auditors with	information on all coon	te for compliance and	
		ed by the State and Federal		or tot combinance and	

Current Date: 02/17/2025

Current Time: 09:27:04



Public Safety Committee Meeting

April 29, 2025

State of downtown

Department: N/A

Presenter: N/A

Caption: Mr. Brian Green regarding the state of downtown.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Lena Bonner

From:

Brian Green <bri> sriangreen2009@gmail.com>

Sent:

Thursday, April 24, 2025 4:12 AM

To:

Lena Bonner; Natasha L. McFarley

Subject:

[EXTERNAL] Request to appear before the Public Safety Committee

Hello Ms Bonner,

I am requesting to appear before the Public Safety committee this coming Tuesday. My subject matter will be:

The state of downtown

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]