



PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 27, 2024

1:05 PM

PUBLIC SAFETY

- 1.** Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Columbia County, Georgia and to authorize the mayor to execute the appropriate documents.
- 2.** Motion to approve the minutes of the Public Safety Committee held on June 11, 2024.



ITEM COVERSHEET

Public Safety Committee

Meeting Date: August 27, 20024

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Columbia County, Georgia and to authorize the mayor to execute the appropriate documents.
Background:	This agreement provides for assistance when disasters occur to the magnitude which would necessitate the combined effort of both agencies to mitigate said disaster(s) and is applicable to all areas within the boundary of Columbia County, GA as well as all areas within Augusta, Georgia.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Columbia County, Georgia and to authorize the mayor to execute the appropriate documents.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

AUGUSTA, GEORGIA, AND COLUMBIA COUNTY, GEORGIA,**MUTUAL AID AGREEMENT**

This AGREEMENT (the "Agreement"), made as of 2nd day of July, 2024, (the "Effective Date") by and between **AUGUSTA GEORGIA**, the consolidated government of Richmond County, and the City of Augusta and a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "AUGUSTA") and **COLUMBIA COUNTY GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Columbia County"). Augusta and Columbia County are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS Augusta and Columbia County have certain contiguous boundaries; and

WHEREAS Augusta and Columbia County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, and emergency medical assistance and response to other local emergencies; and

WHEREAS Augusta and Columbia County have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue, and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency and that the Parties take part in joint training exercises, and

WHEREAS, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article X, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. **MUTUAL AID.**

- A. The generally available level of mutual aid shall be as agreed upon by the Fire Chief of Augusta (the "Augusta Fire Chief") and the Columbia County Fire Rescue Chief (the "Columbia County Fire Chief"). The Party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- B. Aid actually furnished may be recalled at the discretion of the Augusta Fire Chief or the Columbia County Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.
- C. The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Augusta Fire Chief and the Columbia County Fire Chief.

AUGUSTA, GEORGIA, AND COLUMBIA COUNTY, GEORGIA,**MUTUAL AID AGREEMENT****2. SUPERVISION.**

- A. The Parties shall create an agreed upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate the resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- B. When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- C. Personnel from the Furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph (a) above.
- D. The appropriate officers of the receiving Party will give directions regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- E. Each Party agrees that it will be responsible for providing any backup coverage necessary for its own operations.
- F. The Receiving Party will be responsible for providing gasoline, diesel fuel, oil, and other material as needed for the use of equipment at the scene of the incident or the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

3. LIABILITY.

- A. The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- B. There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- C. No employee or volunteer of a Party shall be deemed to be an employee, volunteer, or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- D. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- E. Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this

AUGUSTA, GEORGIA, AND COLUMBIA COUNTY, GEORGIA,**MUTUAL AID AGREEMENT**

Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

4. CONSIDERATION AND COMPENSATION.

- A. No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- B. The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- C. Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- D. Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 3(e) of this Agreement

5. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement.

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third- party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

8. STANDBY OF EQUIPMENT - MUTUAL AID.

- A. Each Party agrees and acknowledges that it will be the responsibility of each Party to provide back-up coverage necessary for its own operation.
- B. In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

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MUTUAL AID AGREEMENT

9. ENTIRE AGREEMENT.

- A. This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.
- B. This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

10. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

11. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

Augusta Georgia

By: _____

GARNETT JOHNSON, Mayor
Augusta, Georgia

Attest: _____

LENA BONNER, City Clerk
Augusta Board of Commissioners

Columbia, County Georgia

Signed by:
By: Douglas R. Duncan, Jr.
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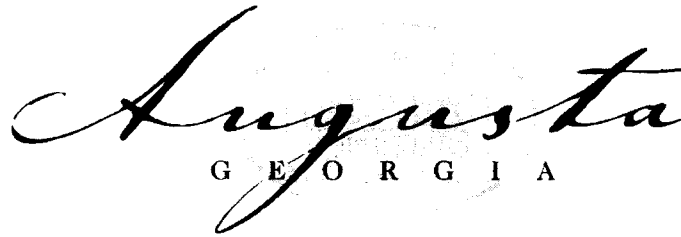
DOUGLAS R. DUNCAN, JR., Chairman
Columbia County Board of Commissioners

Signed by:
Attest: Patrice R. Crawley
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PATRICE CRAWLEY, County Clerk 07/02/2024
Columbia County Board of Commissioners

**Public Safety Committee****August 27, 2024****Minutes**

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Safety Committee held on June 11, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, June 11, 2024
1:10 PM

PUBLIC SAFETY

PRESENT

Mayor Garnett Johnson
Commissioner Catherine Smith-McKnight
Commissioner Bobby Williams
Commissioner Brandon Garrett

ABSENT

Commissioner Alvin Mason

1. Update from the Administrator/staff regarding the proposal from Best Friends Animal Society.
(Referred from May 22 Commission meeting)

Motion to approve the recommendation from Best Friends Animal Society and their offer of helping our animal shelter as was previously presented.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Smith-McKnight, Garrett

Voting Nay: Williams

Motion fails 2-1.

2. Motion to approve the Augusta-Richmond County (FY25) Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

3. Motion to approve amendment of the subsidy agreement (per diem rate) to house state inmates with the Georgia Department of Corrections.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

4. Motion to approve acceptance of the CACJ FY25 Family Treatment and Juvenile Drug Court Operating Grant in the amount of \$135,537 with a \$23,918 match amount.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

5. Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

6. Motion to approve the minutes of the Public Safety Committee held on May 28, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.