

CAMDEN COUNTY BOARD OF COMMISSIONERS  
WEDNESDAY, AUGUST 30, 2000, 12:00 P.M.  
WOODBINE, GEORGIA

A Called Meeting of the Camden County Board of Commissioners was held on Wednesday, August 30, 2000, at 12:00 p.m. in the Commissioners' Meeting Room at the Courthouse in Woodbine, Georgia.

Present: Chairman Robert G. Becker; Vice Chairman James H. Foddrell; Commissioner Kenneth G. Hase; County Administrator Barrett T. King; County Attorney O. Brent Green; and Assistant County Administrator Nancy C. Weisensee.

Chairman Becker called the meeting to order at 12:00 p.m.

All Commissioners present signed the Waiver of Notice of Called Meeting.

Nancy Weisensee delivered the invocation.

Chairman Becker led the Pledge of Allegiance.

The Roll Call indicated all present except for Commissioner Herrin and Commissioner Dawson.

**1. Adoption of agenda:**

Motion by Commissioner Foddrell, seconded by Commissioner Hase, and voted unanimously to adopt the agenda.

**2. Mutual Aid Fire Fighting Assistance Agreement with the City of St. Marys:**

Motion by Commissioner Foddrell, seconded by Commissioner Hase, and voted unanimously to approve the Mutual Aid Fire Fighting Assistance Agreement with the City of St. Marys and authorize the Chairman to sign.

RESOLUTION APPROVING  
CITY-COUNTY MUTUAL AID FIRE  
FIGHTING ASSISTANCE AGREEMENT

WHEREAS, Camden County, Georgia, and the City of St. Marys, Georgia, each maintain equipment and personnel for the suppression of fires within their respective jurisdictions; and

WHEREAS, the Camden County Board of Commissioners and the Mayor and Council for the City of St. Marys desire to augment the fire and emergency services available to the residents of their respective jurisdictions; and

WHEREAS, the laws of the State of Georgia provide for and authorize the creation of an intergovernmental agreement between local governments such as Camden County and the City of St. Marys with regard to the providing of essential governmental services; and

WHEREAS, the Camden County Board of Commissioners has determined that in order to protect, enhance, and further the health, welfare, and safety of the residents of Camden County, it is advantageous to enter into a mutual aid fire fighting assistance agreement with the City of St. Marys.

NOW THEREFORE BE IT RESOLVED by the Camden County Board of Commissioners that the Mutual Aid Fire Fighting Assistance Agreement between the City of St. Marys and the Camden County Board of Commissioners, a copy of which is attached hereto, labeled Exhibit "A", and by such reference made a part hereof, is hereby ratified and approved and the Chairman and Assistant County Administrator are hereby authorized and directed to execute the same on behalf of Camden County.

SO RESOLVED this 30<sup>th</sup> day of August, 2000.

EXHIBIT "A"  
MUTUAL AID FIRE FIGHTING  
ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of August, 2000, by and between the City of St. Marys, Georgia, a municipal corporation, and Camden County, Georgia.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires within its own areas; and

WHEREAS, the parties hereto desire to augment the fire protection available in their respective areas; and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire emergency is deemed feasible; and

WHEREAS, it is the policy of the City of St. Marys and Camden County to conclude such agreements wherever practicable; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms,

NOW THEREFORE IT IS AGREED THAT:

-1-

Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement, or by the senior officer of such fire department actually present at a fire, to request fire fighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call.
- b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent, with instructions as to their mission.

-2-

The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting service if assistance cannot be rendered.

-3-

It is hereby expressly acknowledged and agreed between the parties that neither this agreement nor its terms shall be construed or applied so as to create or impose any "first response" duty or responsibility with regard to fires or emergencies within each others' respective jurisdictions.

-4-

The loss, injury or damage to personnel or equipment in the rendition of mutual aid assistance pursuant to the terms of this agreement shall be born and imposed as if such loss, injury or damage occurred in the home jurisdiction of the personnel or equipment.

-5-

No liability shall be imposed on either party to this agreement, their personnel or governmental entity for failure to respond for the purpose of extinguishing or controlling any

fire or other immediate response emergency. This immunity is not exclusive of other similar immunities granted by statute or common law.

-6-

The parties hereto waive all claims against every other party for compensation for any loss, damage, injury, or death occurring in consequence of the performance of this agreement.

-7-

All services performed under this agreement shall be rendered without reimbursement of either party of parties.

-8-

The senior officer of the fire department of the requesting service shall assume full charge of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

-9-

The various officers and personnel of the fire departments of the parties to this agreement are to participate in bi-annual training multi-company drills occurring one during the day and one at night. Both departments will alternate hosting the training.

-10-

Assistance under this agreement may be requested or authorized by either of the following officials:

FOR THE GOVERNMENT

Chairman of County Commission  
County Commission  
County Administrator  
Fire Rescue Director (Chief)  
Assistant Fire Chief  
Fire Captain

FOR THE CITY OF ST. MARYS

Mayor  
City Council  
City Manager  
Fire Chief  
Assistant Fire Chief  
Fire Captain

-11-

This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party with sixty (60) days notice of said cancellation. This agreement shall be subject to review for continuation every three years on the anniversary of the signing

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**3. Adjournment:**

Motion by Commissioner Hase, seconded by Commissioner Foddrell, and voted unanimously to adjourn the meeting. (12:05 p.m.)

Chairman Becker announced that County offices will close at noon on Friday, September 1, 2000, to allow for employees to attend funeral services for Officer Carlton "Dan" Jenkins. County offices will reopen on Tuesday, September 5, 2000.

Respectfully submitted,

Robert G. Becker  
Chairman

Nancy C. Weisensee  
Assistant County Administrator