

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, U.S. ARMY GARRISON (USAG)
FORT GORDON, GEORGIA
AND
AUGUSTA, GEORGIA
AGREEMENT NUMBER IM W6CBAA-22273-466MOA

SUBJECT: Memorandum of Agreement (MOA) between the USAG Fort Gordon, Georgia and Augusta, Georgia for Mutual Aid for Fire Services

1. BACKGROUND: This MOA Mutual Aid Agreement (MOA) is entered into by, between, USAG Fort Gordon, Georgia, a federal military installation (hereinafter "USAGFG") and Augusta, Georgia, a political subdivision of the State of Georgia.

2. AUTHORITIES:

2.1. The Parties desire to enter into this agreement for mutual aid pursuant to Section 1856a, Title 42, United States Code, 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 IX, Section II, Paragraph 3.

2.2. DoDI 4000.19 (Support Agreements) 16 December 2020.

3. PURPOSE: To provide a cooperative and coordinated agreement that creates a systematic approach to expedite local mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the USAGFG and Augusta when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. Mutual Aid Assistances.

4.1.1. The generally available level of mutual aid shall be as agreed upon by USAGFG and Augusta. 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.

4.1.2. Aid furnished may be recalled at the discretion of the USAGFG Fire Chief or the Augusta Fire Chief or by a designee of the furnishing party.

4.1.3. 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 USAGFG and Augusta.

4.2. Supervision.

4.2.1. The parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each party shall each designate and dispatch a Chief Officer. The Chief Officer of the furnishing party shall coordinate resources and shall report to the Chief Officer of the receiving party.

4.2.2. When the furnishing party's Chief Officer arrives before the receiving party's Chief Officer, the furnishing party's officer shall coordinate and give general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the receiving party.

4.2.3. Personnel from the furnishing party will work under their own supervisors and with their own equipment except as provided in paragraph 4.1.1 above.

4.2.4. The appropriate officers of the receiving party will give direction regarding work to the Chief Officer of the furnishing party except as provided in paragraph 4.2.1 above.

4.2.5. Each party agrees that it will be responsible to provide any backup coverage necessary for its own operations.

4.3. Liability.

4.3.1. The provisions of this agreement shall not be construed as creating a duty or any liability on the part of the Parties to respond to an incident within the jurisdiction of the receiving party. The Fire Chief of the furnishing party shall have the sole discretion to determine if such aid shall be furnished to the receiving party.

4.3.2. There shall be no liability imposed on any party or its personnel for failure to respond pursuant to this agreement.

4.3.3. No employee, volunteer or agent 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.

4.3.4. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus, if applicable.

4.3.5. Any damage or other compensation which is required to be paid to any employee, volunteer, or agent by reason of an injury occurring while providing services pursuant to this agreement shall be the sole responsibility of the party employing that employee, volunteer, or agent.

4.3.6. The Parties hereby waive all claims for compensation for any loss,

damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

4.4. Consideration and Compensation.

4.4.1. No party is required to pay any compensation to the other party for services rendered pursuant to this agreement.

4.4.2. The mutual advantage and protection afforded by this agreement is adequate consideration to both Parties.

4.4.3. Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

4.4.4. Each party shall pay its own personnel and expenses without cost to the other party except as provided in this agreement.

4.5. Standby of Equipment.

4.5.1. Each party agrees and acknowledges that it will be the responsibility of each party to provide the back-up coverage necessary for its own department.

4.5.2. If 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 within that area.

5. PERSONNEL: Each party agrees to release the other party from any and all liability, claims, judgments, costs, or demands for damage to its own property or for personal injury to any 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. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. USAGFG:

6.1.1.1. Primary POC: Fire Chief Darryl Stewart, (706) 791-1201, darryl.r.stewart.civ@army.mil.

6.1.1.2. Alternate POC: Deputy Fire Chief James Montoya, (706) 791-1203, james.a.montoya2.civ@army.mil.

6.1.2. Augusta:

6.1.2.1. Primary POC: Fire Chief/EMA Director Antonio Burden, (706) 821-4320, ABurden@augustaga.gov.

6.1.2.2. Alternate POC: Deputy Chief of Operations Keith Lively, (706) 821-2906 KLively@augustaga.gov.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed:

6.2.1. USAGFG: Ms. Kelly Daniels, kelly.daniels14.civ@army.mil, Management Analyst, GRMO, 307 Chamberlain Avenue, Building 33720, Room 367, Fort Gordon, GA 30905.

6.2.2. Augusta: Fire Chief/EMA Director Antonio Burden, ABurden@augustaga.gov, 3117 Deans Bridge Road, Augusta, GA 30906.

6.3. FUNDING: The Parties agree that they will not seek reimbursement for normal immediate response operating costs from the party requesting mutual aid assistance. For extended operations and planned events, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other Party for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

6.4. REVIEW OF AGREEMENT: This MOA will be reviewed on or around the anniversary of its effective date in its entirety and modified as required by existing conditions.

6.5. MODIFICATION OF AGREEMENT: This MOA may not be modified, amended, or waived except by a written document signed by the Parties.

6.6. NON-ENDORSEMENT: In accordance with the Joint Ethics Regulation, USAGFG is prohibited from endorsing or implying that it will endorse any non-Federal entity, event, product, service, or enterprise. This MOA does not imply endorsement by any agency within the Department of Defense, the United States Army, the United States Government or USAG.

7. IMPLEMENTATION / TERMINATION OF AGREEMENT: This MOA shall be effective upon the signature of officials of the installation. This agreement shall remain in effect for 5 years with joint review annually. This MOA constitutes the entire agreement between the Parties.

EVANS.REGINALD.
KEITH.1234604488

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REGINALD K. EVANS
Colonel, SC
Commanding

GARNETT JOHNSON
Mayor
Augusta, Georgia

STEWART.DARRYL.
L.R.1068465989

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DARRYL STEWART
Fire Chief
Directorate of Emergency Services

ANTONIO BURDEN
Fire Chief/EMA Director
Augusta, Georgia

LENA J. BONNER
Clerk of Commission
Augusta, Georgia

Mid-Point Review Due Date: _____
Mid-Point Review Completed By: _____