



City of Walthourville Mayor and Council Meeting
June 13, 2023 @ 6:00 PM
Walthourville Police Department

***Amended (06-12-2023) Agenda**
The Honorable Mayor Larry D. Baker, Presiding

The Honorable Mayor Pro Tem Sarah B. Hayes The Honorable Charlie L. Anderson, Sr.
The Honorable James Hendry The Honorable Bridgette Kelly
The Honorable Luciria L. Lovette

Luke R. Moses, City Attorney
Deputy Fire Chief, Jamal Kinney
Police Chief, Christopher Reed

- | | | |
|-------|---|------------------------------|
| I. | Meeting Called to Order: | Mayor Larry D. Baker |
| II. | Roll Call: | City Clerk |
| III. | Invocation | Appointee |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Adoption of City Council Agenda: | Councilmembers |
| VI. | Adoption of City Council Minutes: | Councilmembers |
| | • May 23, 2023- Regular Meeting Minutes | |
| VII. | Presentations: | None |
| VIII. | Public Comments: | |
| | • Ms. Alma Wells Cox | Hillary Lane and Jones Court |
| IX. | Agenda Items: | |

- 1. LCPC** **Ms. Lori Parks**
Variance Request 2023-028-W. A variance request is being submitted by T.R. Long Engineering for a subdivision on Talmadge Road to allow the project to be developed without the installation of curb and gutter and sidewalks along State Route 119 (Talmadge Road). The property is located at the intersection of Arnall Drive and Talmadge Road and is further described as LCTM Parcel 051C-009.
Recommendation: For Mayor and Council to approve/disapprove the request.

2. LCPC

Ms. Lori Parks

Business License Request. For a Lawn Care Business/Triple Threat & More.

Recommendation: For Mayor and Council to approve/disapprove a Business License Request for Rashaye and Samuel Mickel of 16 Springer Court, in the Hunters Branch Subdivision. The property is zoned R-2 (Two-Family Residential District).

3. City of Walthourville

Deputy Chief Jamal Kinney

***Liberty County Fire Services Mutual Aid Agreement.**

Recommendation: For Mayor and Council to approve/disapprove the Mutual Aid Agreement for Liberty County Fire Services and the City of Walthourville.

City Reports

Councilmembers / Department Heads

Fire Department

Councilman Charlie L. Anderson, Sr.

Economic Development

Mayor Pro Tem Sarah B. Hayes

Public Works

Councilman James Hendry

Water Department

Councilwoman Bridgette Kelly

Parks and Recreation

Councilwoman Luciria L. Lovette

Police Department

Mayor Larry D. Baker

Office of the Mayor

Mayor Larry D. Baker

X. Executive Session

Mayor Larry D. Baker

XI. Adjournment

Councilmembers

When an Executive Session is required, one will be called for the following issues:

(1) Personnel (2) Real Estate or (3) Litigation

**AGREEMENT FOR PROVIDING FIRE PROTECTION SERVICES WITHIN
THE UNINCORPORATED AREA OF LIBERTY COUNTY KNOWN
AS THE WALTHOURVILLE FIRE DISTRICT**

Dated and effective as of July 1, 2023

Between

Liberty County, Georgia,

a political subdivision of the State of Georgia,

And

The City of Walthourville

a political subdivision of the State of Georgia.

THIS AGREEMENT FOR THE PROVISION OF FIRE SERVICES is made and entered into as of the 1st day of July 2023, by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia, with its office being at 100 Liberty Street, Hinesville, Liberty County, Georgia (hereinafter referred to as the "County"), and **THE CITY of Walthourville**, hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the City is desirous of providing fire protection services to the unincorporated citizens of Liberty County; and

WHEREAS, the City is authorized to expend monies for this purpose; and

WHEREAS, the City desires to offer its services to provide the necessary manpower and equipment to ensure the safety of the citizens; and

WHEREAS, the City is willing to provide this service to the citizens of Liberty County

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the County and the City mutually agree and bind themselves as follows:

I. Replacing Prior Agreements. Any and all agreements, understandings, or contracts that may presently exist between the County and the City regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

2. Services Provided. During the term of this Agreement, the City agrees to provide fire protection and rescue services, assistance on medical calls, to include patient care, and other public assistance as needed for the benefit of the residents of the unincorporated areas of the County. The City agrees that it will at all times during the term of this

Agreement faithfully, industriously, and to the best of its ability, provide the Services described herein to the entire satisfaction of the County. Furthermore, the City agrees to provide said services following procedures set forth by GFSTC and NFPA Standards as established and pursuant to response zones and protocols as set by the County.

3. Term of Agreement: Termination.

(a) *Term.* Unless sooner terminated as set forth herein, the City shall provide the Services specified in this Agreement for a period of twelve (12) months, commencing as of the date hereof and terminating at midnight on June 30, 2024.

(b) *Termination Generally.* Notwithstanding any other provision of this Agreement to the contrary, the City may terminate this Agreement at any time during its term, for any or no reason, with or without cause, upon sixty (30) days' written notice to the County of its intent to so terminate.

(c) *Termination for Reasonable Cause.* In addition to, and not by limitation of, the rights of the City specified in subparagraph (b) herein above, this Agreement may also be terminated by the City at any time without prior notice upon a determination by the governing authority of said City that "reasonable cause" exists for such termination. "Reasonable Cause" shall be defined for the purposes of this Agreement as being:

(i) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, gross negligence, willful misconduct, or recklessness; or

(ii) Inattention to, neglect of, or any other failure to competently perform the Services described hereunder in the manner and to the extent required in this Agreement, and failure to cure or otherwise satisfactorily address the same following ten (10) days' written notice thereof.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement, but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination.

4. Compensation. In consideration of the satisfactory performance of the City's obligations in full under this Agreement, the County agrees to pay the City a stipend of \$175.00 per call pursuant to approved call criteria as set by Liberty County Fire Services. Payments shall be submitted quarterly basis by submitting calls for review by Liberty County Fire. . Payment requests shall be accompanied by appropriate reports indicative of calls dispatched and answered during the preceding calendar quarter.

5. Representations of Service Provider. In order to induce the County to enter into this Agreement and provide the funds described herein, the City represents and warrants to the County as follows:

(a) Organization and Power. The City is a municipal corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and has all requisite power and authority to own its asset, to transact the business in which it is now engaged or proposed to be engaged, and to enter into and perform its obligations under this Agreement.

(b) Authority. The City has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid obligations of the City, legally binding upon it and enforceable in accordance with its terms. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of *this* Agreement.

(c) No Material Litigation. There is no action, suit or proceeding pending or threatened against or affecting the City before any court, arbitral body, governmental department, commission, board or other federal, state, county, or municipal instrumentality, agency or authority which might, in any one case or in the aggregate, materially or adversely affect the ability of the City to fully and satisfactorily discharge its obligations under this Agreement.

(d) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate any agreement, contract, undertaking, instrument, or other agreement to which the County is party or which purports to be binding upon the City. The City is not in default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement, contract, instrument, or other document to which it is a party. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of the City's Articles of Incorporation, Bylaws, Partnership Agreement, Articles of Organization, Operating Agreement, or other similar corporate document(s) (as the case may be).

(e) Information. All representations, warranties and other information heretofore or hereafter furnished by the City to the County is or will be true and correct as of the date such information was furnished.

6. No Liability of City: Indemnity.

(a) *No Liability of County.* The Service Provider will be entirely and solely responsible and liable for all acts and omissions of the Service Provider and its agents, employees and contractors while engaged in the performance of the Services contracted for hereunder, and the City shall in no event be liable for any injury or damage to person or property resulting from any such Services.

(b) *Indemnification.* The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of the County specifically provided for herein, the City agrees to fully protect, defend, indemnify and save the County and its officials, representatives, agents, and employees harmless against and from any and all liabilities, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, arising out of any negligent act or omission of City or its agents, employees, representatives, or contractors; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected.

7. Insurance and Other Bonds. At all times during the term of this Agreement, the City shall, at its sole cost and expense, maintain in effect the following bonds and policies of

insurance in form, substance, insurer, and amount (where not expressly stated herein) reasonably satisfactory to the County: (i) general comprehensive liability insurance in amounts of not less than one million (\$1,000,000.00) dollars per occurrence; (ii) worker's compensation insurance as required by law; (iii) motor vehicle liability and property damage insurance if not provided by the policies referenced in subpart (i) hereinabove. The City will promptly pay or cause to be paid the premiums on all such insurance on or before the due date thereof, and the City shall provide to the County evidence of such bonds and policies of insurance with paid receipts or such other proof of payment as may reasonably be required. The fact that the City is either required to furnish and maintain liability insurance or that the City shall furnish and maintain the liability insurance as provided in this paragraph does not relieve the City of its obligation to indemnify and save the County harmless from and against those claims and damages set forth in Paragraph 8 hereof.

8. Non-Transferability. This is a personal agreement between the parties hereto, and the City's rights and/or obligations under this Agreement may not be sold, transferred, assigned, pledged, or hypothecated in any manner without the prior written approval of the County.

9. Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

10. Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. Waiver. No failure by the County to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the County may not waive any of its rights, except by a written instrument executed by the County. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations, or understandings between them, whether written or oral, with respect to said subject matters. The City further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by the City, and the City acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

13. Neutral Construction. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall

be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision.

14. Governing Law: Venue. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF GEORGIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA. THE COUNTY AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, AND THE COUNTY AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

16. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement in favor of the County, or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the County and the expiration of this Agreement.

[Signatures Appear on Following Page]

[Agreement Pursuant to O.C.G.A. § 15-21-101(b)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year shown above, and same shall be considered binding upon both parties.

CITY of Walthourville, GEORGIA

(OFFICIAL SEAL)

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

Signed, sealed, and delivered in
The presence of as to City:

Witness

Notary Public

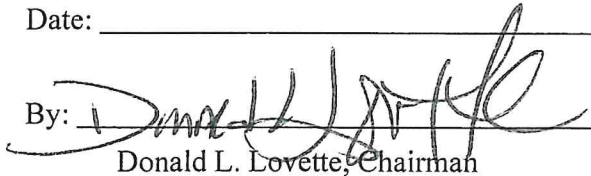
My Commission Expires: _____

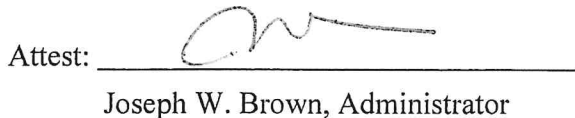
(NOTARY SEAL)



LIBERTY COUNTY BOARD OF COMMISSIONERS

Date: _____


By: 
Donald L. Lovette, Chairman

Attest: 
Joseph W. Brown, Administrator

the presence of as to County:



Witness



Notary Public

My Commission Expires: 6-9-2025
(NOTARY SEAL)



Maria A Tart
NOTARY PUBLIC
Liberty County, Georgia
My Commission Expires
June 9, 2025

