COUNTY AGENDA REQUEST

Department:	Administration	Presenter(s):	County Administrator Steve Rapson
Meeting Date:	Thursday, June 27, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of the County Administrator's recommendation to enter into a Memorandum of Understanding between Fayette County and the City of Fayetteville for the Co-Location of Fayette County Ambulance at Fayetteville Fire Station 91.

Background/History/Details:

Fayette County has occupied Station 4 at 175 Johnson Avenue since the late 1970s. This station housed both Fire and EMS apparatus serving the unincorporated county for fire protection and EMS services for both unincorporated Fayette County and the City of Fayetteville. Through automatic and mutual aid agreements, and the opening of Station 10, the fire resources housed at Station 4 have been relocated. Currently, the station houses two medic units, a manpower squad, and the county Battalion Chief.

This co-location agreement will move one medic into the City of Fayetteville station and maintain EMS coverage to the downtown and north portion of the city. The second unit will be moved to County Station 11 on Flat Creek Trail. This assignment will better serve the western portion of the city and the unincorporated portion of the county to the west. The manpower unit will be moved to Station 10 on Seay Road, and this move will decrease the response time to the southern portion of the county. The Battalion Chief will be based out of Station 11 also. Cost savings with this move will be recognized with the elimination of utility costs for Station 4, balanced with a slight increase to costs for Stations 10 and 11.

This agreement is for one year, beginning July 1, 2013, and shall be renewed an additional one (1) year term on each subsequent July 1, unless either party provides notice of its desire to cancel the agreement.

What action are you seeking from the Board of Commissioners?

Approval of the County Administrator's recommendation to enter into a Memorandum of Understanding between Fayette County and the City of Fayetteville for the Co-Location of Fayette County Ambulance at Fayetteville Fire Station 91.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

This is an example of intergovernmental cooperation between Fayette County and the City of Fayetteville for the betterment of their citizens.

MEMORANDUM OF UNDERSTANDING
By and Between
FAYETTE COUNTY
and
THE CITY OF FAYETTEVILLE
For
CO-LOCATION OF FAYETTE COUNTY AMBULANCE AT
FAYETTEVILLE FIRE STATION 91

The parties to this Memorandum of Understanding (MOU) are interested in serving the needs of the citizens of Fayette County and Fayetteville by providing prompt and efficient emergency service through the co-location of a Fayette County ambulance at Fayetteville Fire Station 91. By signing this MOU, both parties agree to the following:

1. The City of Fayetteville (the "City") shall permit Fayette County (the "County") to co-locate one (1) of its ambulances and any personnel necessary for the operation of said ambulance at the City's Fire Station 91 located at 95 Johnson Avenue, Fayetteville, Georgia 30214.

2. In addition, the City shall also provide the following to County personnel co-located at Fire Station 91:

    a. Bunk space for each County employee co-located at Fire Station 91, with any beds and lockers to be supplied by the County;
    b. Access to a washer/dryer;
    c. Adequate space for the storage of oxygen cylinders;
    d. Adequate space for the storage of hanging turnout gear;
    e. Access to a decon sink;
    f. Access to a base radio;
    g. Office space for a computer and printer, as well as access to Internet service for the purpose of interfacing with the County's network;
    h. Space for a storage cabinet containing medical/office supply items, with said cabinet to be provided by the County;
    i. Access to shared kitchen, bathroom and day room facilities; and
    j. Access to AC shore line power for the ambulance; and
    k. Heated bay space for the one (1) County ambulance/medic unit to be co-located at Fire Station 91.

3. The County personnel co-located at Fire Station 91, as well as their supervisors, shall have 24-hour access to the building.

4. Should a conflict arise between City personnel and County personnel co-located at Fire Station 91, the City's Battalion Chief shall contact the County's Battalion Chief to commence the resolution process. In the event a resolution is not reached, the Battalion Chiefs shall follow the Chain of Command within their

respective departments until such time as the City Manager and/or County Manager is/are engaged for resolution.

5. Any injury to any County personnel co-located at Fire Station 91 that occurs on City property shall be covered by the County's Worker's Compensation policy.

6. County personnel co-located at Fire Station 91 shall be bound by all rules of the County and the County's Department of Fire and Emergency Services while so co-located. Any differences between County rules and City rules shall be mediated between the Battalion Chiefs as described in paragraph 4 above.

7. During the co-location, the County shall bear all costs associated with County personnel conducting County business, i.e. computer internet access, fuel, supplies etc. The City shall not charge the County any housing costs such as utilities or rent. Co-located County personnel using station/kitchen staple items shall be expected to contribute within the normal framework of the house dues system in place at Fire Station 91.

8. Co-located County personnel shall assist with a share of the routine house duties according to the system currently in place at Fire Station 91.

9. Co-located County personnel may attend City training sessions as scheduled and approved by the City and by County supervisors.

10. On-duty co-located County personnel shall be permitted to park their personal vehicles at Fire Station 91 at no cost.

11. The term of this MOU shall be for one (1) year effective July 1, 2013. This MOU shall be renewed for an additional one (1) year term on each subsequent July 1, unless either party provides notice of its desire to cancel the MOU at least thirty (30) days prior to the conclusion of the current term. In addition, either party may cancel this MOU at any time and for any reason upon giving at least thirty (30) days notice, unless it is deemed by the City and County Managers that immediate cancellation is warranted.

12. To the extent permitted by law, the City shall indemnify, defend and save free and harmless the County, its officers, agents, employees and representatives from and against all claims, demands, losses, actions or causes of actions, including those related to injury to persons or property (hereinafter "Asserted Claims"), which have, are, or may be asserted, prosecuted or established against them or any of them, of whatsoever kind or nature, arising out of or attributable to, or in any manner connected with the co-location of the County's ambulance and personnel at Fire Station 91. This indemnification provision is effective only for those Asserted Claims which are the result of the actions of the City or its officers, agents, employees and/or representatives, or of the failure of the City or its officers, agents, employees and/or representatives to take action when action

reasonably should have been taken. Any Asserted Claims arising out of the negligent conduct of the County or its officers, agents, employees and/or representatives are not covered under this indemnification provision.

13. To the extent permitted by law, the County shall indemnify, defend and save free and harmless the City, its officers, agents, employees and representatives from and against all claims, demands, losses, actions or causes of actions, including those related to injury to persons or property (hereinafter "Asserted Claims"), which have, are, or may be asserted, prosecuted or established against them or any of them, of whatsoever kind or nature, arising out of or attributable to, or in any manner connected with the co-location of the County's ambulance and personnel at Fire Station 91. This indemnification provision is effective only for those Asserted Claims which are the result of the actions of the County or its officers, agents, employees and/or representatives, or of the failure of the County or its officers, agents, employees and/or representatives to take action when action reasonably should have been taken. Any Asserted Claims arising out of the negligent conduct of the City or its officers, agents, employees and/or representatives are not covered under this indemnification provision.

14. This MOU constitutes the entire agreement between the parties as to all matters contained herein. All subsequent changes in this MOU must be in writing and signed by both parties.

In witness hereof, the parties hereto acting through their duly authorized agents have caused this MOU to be signed.

FAYETTE COUNTY

_____ Date: _____

Steve Brown
Chairman

Notary: _____ Date: _____

(SEAL)

Approved as to form:

_____
Fayette County Attorney

THE CITY OF FAYETTEVILLE

_____ Date: _____

Greg Clifton
Mayor

Notary: _____ Date: _____

(SEAL)

Approved as to form:

_____
Fayetteville Attorney