COUNTY DEPARTMENT AGENDA REQUEST

Department:	Fayette County Water System	Presenter(s):	Tony Parrott
Meeting Date:	Thursday, August 27, 2009	Type of Request:	Consent

Wording for the Agenda:

Approval of Water Committee's recommendation for approval of a Memorandum of Understanding between Fayette County and Peachtree City for the purpose of allowing Peachtree City's Dive Team to train at Lake Horton and Lake Kedron.

Background/History/Details:

The Peachtree City Dive Team has requested the use of Lake Horton for the purpose of annual training of its Dive Team members. Training exercises will be scheduled Monday through Thursday only and only during the open park hours. Scheduling of the training will be coordinated between the Peachtree City Dive Team, Fayette County Fire and Emergency Services, Marshal's Office and the Water System. The agreement will also be for training on Lake Kedron as well.

The Board of Commissioners was briefed on this request at its August 5, 2009 Workshop. This item was tabled during the August 13, 2009 Board of Commissioners Meeting.

What action are you seeking from the Board of Commissioners?

Approval of the Memorandum of Understanding.

If this item requires funding, please describe:

Not Applicable.

Has this issue come before the Commissioners in the past?	Yes	If so, when?	Thursday, August 27, 2009
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

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

Staff Notes:

MEMORANDUM OF UNDERSTANDING
BETWEEN
FAYETTE COUNTY
AND
PEACHTREE CITY
REGARDING DIVE TEAM USE OF LAKE KEDRON AND LAKE HORTON

WHEREAS, annual training of first responders is necessary for the safety of the dive team members, members of the Fire and Emergency Services personnel and Marshal's Office;

WHEREAS, the safety and welfare of Fayette County citizens and out of county visitors that come to Lake Horton and Lake Kedron is vital; and

WHEREAS, certification is required for all dive team members annually.

I. PURPOSE

Peachtree City and Fayette County enter into this Memorandum of Understanding (MOU) to provide adequate training opportunities for Peachtree City and Fayette County first responders in the event of a search and rescue incident on Lake Horton or Lake Kedron.

II. COMMITMENTS OF THE PARTICIPATING AGENCIES

The parties agree as follows:

A. Limited training will be allowed on Lake Horton and Lake Kedron on an annual basis.

B. Training exercises will be scheduled Monday through Thursday only and only during the open park hours. To accommodate volunteer members of both agencies, two weekend training exercises annually shall be permitted at Lake Kedron.

C. Scheduling of all training will be coordinated between the Peachtree City Dive Team, Fayette County Fire and Emergency Services, Marshall's Office and Water System.

D. Equipment utilized by the dive team shall be permitted for use at both Lake Kedron and Lake Horton.

E. Training will only be for personnel that are employed or volunteering with Fayette County or Peachtree City.

F. The Antioch Creek Boat ramp will be closed to the public during training and a notice will given three weeks before training.

III. ISSUANCE OF POLICIES AND REGULATIONS

The Participating Agencies agree to work together to the extent practicable to develop policies and regulations to carry out the purposes of this MOU.

IV. MISCELLANEOUS

This MOU is strictly for internal management purposes, does not expand or alter the scope of the Participating Agencies' respective authorities, and shall not be construed to create any legal obligation on the part of either agency or any private right or cause of action for or by any person or entity.

V. PRINCIPAL CONTACTS

Each party hereby designates the following as the initial principal contacts for the parties. These contacts may be changed at the Participating Party's discretion upon written notice to the other Participating Party.

Fire Chief, Peachtree City Fire Department
Director, Fayette County Fire and Emergency Services
Chief Marshall, Fayette County
Director, Fayette County Water System

VI. TERM OF THE AGREEMENT

This MOU shall take effect on the date of the last approving signature specified in Section VII, below. The MOU may be modified upon the written agreement of the Participating Parties. The MOU may be terminated 120 days after a Participating Party provides written notice to the other Participating Party.

[SIGNATURES ON FOLLOWING PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL)

_____
Jack R. Smith, Chairman

Attest:

_____
Clerk

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

_____
Harold Logsdon, Mayor

Attest:

_____
City Clerk