COUNTY DEPARTMENT AGENDA REQUEST

Department:	Fayette County Water System	Presenter(s):	Tony Parrott
Meeting Date:	August 5, 2009	Type of Request:	New Business

Wording for the Agenda:

Discussion of a request that Peachtree City's Dive Team be allowed 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 the 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 Water Committee and related departments have reviewed this request in detail.

What action are you seeking from the Board of Commissioners?

If the Board of Commissioners concurs with the request, this item will be placed on the Board's Consent Agenda for the August 13 meeting for approval.

If this item requires funding, please describe:

Not Applicable.

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

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

MEMORANDUM OF UNDERSTANDING
BETWEEN
FAYETTE COUNTY
AND
PEACHTREE CITY

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.

A. Annual training of first responders is necessary for the safety of the dive team members, members of the Fire and Emergency Services personnel and Marshall's Office.
B. The safety and welfare of Fayette County citizens and out of county visitors that come to Lake Horton and Lake Kedron is vital:
C. Certification is required for all dive team members annually.

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 which are dawn to dusk.

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

D. No jet skis are allowed as part of the training exercise.

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

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

VII. SIGNATORIES

Chairman, Fayette County Board of Commissioners

Mayor, Peachtree City