# COUNTY AGENDA REQUEST

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| Department: | Water System | Presenter(s): | Tony Parrott |
| Meeting Date: | Wednesday, September 7, 2011 | Type of Request: | Consent |

Wording for the Agenda:

Approval of the Water Committee's recommendation to terminate the Memorandum of Understanding, between Fayette County and Peachtree City, that permits the city's Dive Team to train at Lake Kedron and Lake Horton.

Background/History/Details:

On August 27, 2009, the Fayette County Board of Commissioners entered into a Memorandum of Understanding with the City of Peachtree City allowing the city's Dive Team to train at Lake Kedron and Lake Horton.

In March 2011, the City of Peachtree City disbanded its Fire Department's Dive Team.

Due to the city's action, the Water Committee recommends that Fayette County terminates the Memorandum of Understanding between the two jurisdictions.

What action are you seeking from the Board of Commissioners?

Approval of the Water Committee's recommendation to terminate the Memorandum of Understanding, between Fayette County and Peachtree City, that permits the city's Dive Team to train at Lake Kedron and Lake Horton.

If this item requires funding, please describe:

Not Applicable.

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|---|---|---|---|
| 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 |

## STAFF USE ONLY

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

Staff Notes:

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Home

# PTC sacks dive team

- City
- Peachtree City

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Friday, March 11, 2011 - 2:00pm
Submitted by Jane Mulford

Due to a lack of funding, the Peachtree City Fire Department will be disbanding its dive team.

The department will still have the capability to provide safety for events such as the Peachtree City Triathlon and the annual dragon boat races, but they will not be able to recover anyone who goes below the surface of the water, officials said.

The city also will lose the capability of searching underwater for evidence and other items. So in such situations the city will have to summon a dive team from a neighboring jurisdiction, which will cost time but most likely not money.

The city was facing a $18,262 shortfall this year to meet new requirements and to overcome budget cuts that delayed necessary equipment upgrades, fire officials said. Also looming next year is an estimated cost of $41,000 for a required communications device that allows for communications between underwater and land-based personnel.

While there were some concerns about eliminating the dive team as the city is about to gain another drinking water reservoir in Lake McIntosh, the cost was seen as too high by a majority of council.

A vote that denied a staff request to take the funds out of the city's reserves was approved on a 3-2 vote. In favor of cutting the funds were council members Eric Imker, Kim Learnard and Vanessa Fleisch.

Voting against were Mayor Don Haddix and councilman Doug Sturbaum.

Fire Chief Ed Elsworth said if the city decided to bring back the dive team after a period of time, it would cost upwards of $100,000 to accomplish

8/8/2011

**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 Marshall'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, 2 weekend training exercises annually shall be permitted at Lake Kedron and Lake Horton.

C. Scheduling of all joint training will be coordinated between the Peachtree City Dive Team, Fayette County Fire and Emergency Services, Marshall's Office and Water System. Training on Lake Kedron involving only the Peachtree City Dive Team will be coordinated with the Marshall's Office through the County's 911 center; additional notifications of other County agencies will be established by SOP with the 911 center staff.

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. Upon its completion, Lake McIntosh shall be included under the terms of this agreement as specified for Lake Kedron.

## 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]**

(SEAL)

**FAYETTE COUNTY, GEORGIA**

Jack R. Smith, Chairman

Attest:

Floyd L. Jones
Clerk

**CITY OF PEACHTREE CITY, GEORGIA**

(SEAL)

Harold Logsdon, Mayor

Attest:

Deputy City Clerk