COUNTY AGENDA REQUEST

Department:	Sheriff's Office	Presenter(s):	Major Bryan L. Woodie
Meeting Date:	Thursday, December 13, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of the Sheriff's Office recommendation to enter into a Mutual Assistance Agreement between the City of Peachtree City Police Department and the Office of the Sheriff of Fayette County, and authorization for the Chairman to sign the Mutual Assistance Agreement.

Background/History/Details:

The Sheriff of Fayette County and the Chief of Police for the Peachtree City Police Department have entered into a Mutual Assistance Agreement. This agreement outlines the roles and responsibilities of each entity in relation to each other during times of crises and other such periods when one entity requires the assistance of the other to continue or support operations.

A copy of the agreement is attached for the Board of Commissioners' review.

What action are you seeking from the Board of Commissioners?

Approval of the Sheriff's Office recommendation to enter into a Mutual Assistance Agreement between the City of Peachtree City Police Department and the Office of the Sheriff of Fayette County, and authorization for the Chairman to sign the Mutual Assistance Agreement.

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	Yes		

Staff Notes:

MUTUAL ASSISTANCE AGREEMENT

Between ***Peachtree City Police Department*** and the ***Fayette County Sheriff's Office.***

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.

2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

   Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20___, shall alert other jurisdictions of the need to stand-by for possible assistance.

5. The requests for assistance shall include the following:

   a. The name and position of the official making the request.

   b. The nature of the emergency or public occurrence, and location.

   c. The number of personnel requested, and whether specialized personnel are essential to the assistance.

   d. The type of equipment needed for assistance.

   e. The name and rank of the officer to which the assisting personnel shall report.

6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.

2. Assisting personnel shall be deployed as supporting units whenever possible.

3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.

4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.

7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.

11. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

    a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
    b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
    c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
    d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
    e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.

5. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

(A) At the time of this signing, the ***Peachtree City Police Department*** has at its disposal ***65*** sworn personnel, ***56*** marked patrol vehicle(s), ***18*** unmarked police vehicle(s), ***1*** SWAT Team(s), ***3*** Hostage Negotiator(s), ***1*** Prisoner transport vehicle(s), ***0*** Dive Team(s), ***0*** fixed or rotary wing aircraft, ***0*** motor boat(s), ***3*** four wheel drive all-terrain vehicle(s), ***1*** Motorcycle, ***1*** Golf Cart, ***1*** F250 Marked Truck, ***1*** Lighting Trailer, ***1*** VMS SMART Trailer, ***1*** ATV Trailer, ***1*** Emergency/Accident Response Stocked Trailer, and ***2*** Canine Officer(s).

(B) At the time of this signing, the ***Fayette County Sheriff's Office*** has at its disposal 145 sworn personnel, 88 marked patrol vehicle(s), 44 unmarked patrol vehicle(s), 1 SWAT Team(s), 9 Hostage Negotiator(s), 2 Prisoner transport vehicle(s), 0 Dive Team(s), 1 fixed or rotary winged aircraft, 1 motor boat(s), 5 four wheel drive all-terrain vehicle(s), 0 Motorcycle(s), 10 Canine Officer(s), and Other: 6 Crime Scene vehicle (s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Fayette County Sheriff's Office

By: _____
Wayne Hannah

Title: Sheriff

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

Fayette County

By: _____
Herb Frady

Title: Commission Chairman

City of Peachtree City

By: _____
Don Haddix

Title: Mayor