



Public Safety Meeting

AGENDA

October 2, 2007

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Approval - Mutual Aid Agreement](#)
2. [Approval - Sale of Seized Vehicles](#)
3. [Dedication of the Monroe Police Department Building](#)

III. ADJOURN



Public Safety Meeting

AGENDA

October 2, 2007

Item:

Approval - Mutual Aid Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Mutual Aid Agreement](#)

Post Office Box 1249 • 139 South Madison Avenue • Monroe, Georgia 30655
Telephone 770-267-4446 • Fax 770-267-4579

September 14, 2007

City of Monroe Public Safety Committee
215 North Broad Street
Monroe, GA 30655

Attachment number 1
Page 1 of 7

Dear Public Safety Committee,

This request is being submitted to the City of Monroe Public Safety Committee for approval of an agreement with the City of Monroe Fire Department and the Walton County Fire Department. The agreement that we currently operate under dates back to March 1, 1988. As the date indicates, this is very antiquated and I feel needs to be updated.

Chief Mike Moore, Walton County Fire Department, and I have discussed our situation for several months and we share the same goals and expectations for both the city and county. Both departments work well together and feel that we can improve our fire defenses, firefighter safety, and save lives and property as both departments are tasked to do. There are areas outside of the city whereby we can be on the scene before Walton County Fire and there are areas within the city that Walton County Fire can respond faster.

This agreement is primarily for structure fires and not EMS (medical) calls. On Response Assignment (See Attachment A, paragraph 2) only one (1) fire apparatus and two (2) personnel will exit the city. This will ensure adequate coverage for incidents that may occur within the city.

Both Chief Moore and I feel this agreement will be good not only for the citizens of the city and county, but also for the fire departments as we both operate under the **NATIONAL INCIDENT COMMAND SYSTEM** for emergency responders. Whether an incident is small or massive, firefighters work within an established system for which they are trained and familiar with. Both departments are on the same radio dispatch and tach channels, thus alleviating communication problems.

In addition, the city will have full use (at no cost) of the county training facility that is to be constructed near the Walton County Communications Center (9-1-1) at Whitney Road, off Highway 11. (See Attachment A, paragraph 6).



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City of Monroe Public Safety Committee
Sept. 14, 2007

The attached detailed map shows area coverage of five (5) road miles; the streets/roads are shown in **yellow**. Major structure fires for both city and county for a two (2) year period are shown with small encircled **red flames**. Note that responses are equal.

Attachment number 1
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Within the agreement, there is a termination provision whereby either party may withdraw with a thirty (30) day written notice.

In closing, we have made a concentrated effort to have a workable agreement for both departments and to keep everything as equal as possible.

Respectfully Submitted,

Chief Wayne Chancey
City of Monroe Fire Department

Attachments (2)

Automatic & Mutual Aid Assistance Agreement for Fire Department Services

Witnesseth:

This agreement is made and entered into this _____ day of _____, 2007
by and between WALTON County and the City of Monroe, which are political
subdivisions of the State of GEORGIA.

Parties hereto agree as follows:

Recitals

This agreement is made and entered into with the respect to the following facts:

- A. That the parties, WALTON County and the City of Monroe, are political subdivisions of the State of GEORGIA, and,
- B. That each party maintains and staffs a fire department for the purposes of fire suppression, protection, rescue/first responder, and prevention, and,
- C. It is the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, rescue/first responder, and prevention to the other party in the event of fire or other local emergency, and to take part in joint training exercises.

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First Response Automatic Assistance

The parties shall establish a mutually beneficial response district with certain feasible boundary limits as designated and agreed upon by the fire chief of each jurisdiction. Such limits are described in Attachment A, which is incorporated by reference and made part of this agreement. The First Response Assignment, subject to limitations in this agreement, establishes in the event of fire, rescue, or other local emergency in the response district, both parties agree to furnish such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency.

Terms and Limitations

The level of first response automatic-aid and secondary mutual aid shall be extended to a level agreed upon by the fire chiefs in each instance. The party furnishing aid shall determine the actual amount of aid extended in each instance based on the available personnel, equipment and local conditions of the furnishing jurisdiction at the time. It is expressly understood the aid actually furnished may be recalled at the sole discretion of the fire chief providing aid, if circumstances warrant. It is further agreed the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the fire chiefs of each of the parties.

Supervision

When an alarm is dispatched, the personnel of both departments will respond to the incident including officers and chief officers. When it is determined which department is receiving the aid, that departments officers shall supervise the activities of the incident. In the absence of officers, the senior firefighter shall act as the officer of the department receiving aid, the officer in charge is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until

Automatic & Mutual Aid Assistance Agreement for Fire Department Services

properly relieved by the jurisdiction receiving the aid. Personnel who are furnished will work as far as possible under their own supervisions and with their own equipment. The appropriate officers of the jurisdiction receiving the aid will give all general directions relative to the work. Monroe Fire Department officers shall be in charge of all incidents inside the City Limits of Monroe, and the Walton County Fire Department officers shall be in charge of all incidents inside unincorporated Walton County. Each department will be responsible for the cost of providing its own gasoline, diesel fuel, oil and other material as needed for the use of equipment at the scene of the emergency.

Liability

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There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency. Every employee/volunteer shall be deemed to be the employee/volunteer and agent of his regular employer, and under no circumstances shall any employee/volunteer be deemed to be an employee/volunteer or agent of any entity other than his regular employer. All damages or repairs to any equipment or apparatus shall be borne by the owner.

Compensation

No Party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement since the mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties. Each jurisdiction under this agreement shall comply with the Workers' Compensation Laws of the State of Georgia without any cost to the other participating jurisdictions and each jurisdiction shall pay its own personnel without cost to the other jurisdiction.

Injuries to Personnel

Any damage or other compensation which is required to be paid to any firefighter by reason of their injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

Release of Claims

The City shall hold harmless and indemnify County from and against all claims, damages, losses and expenses in case it shall be necessary to defend or file any action that arises out of the performance by a city employee of the services herein provided which are caused by the said employee's negligent acts or omissions. The County shall hold harmless and indemnify City from and against all claims, damages, losses and expenses in case it shall be necessary to defend or file any action that arises out of the performance of a county employee of the services herein provided which are caused by said employee's negligent acts or omissions. In the event of lawsuit, claim or any other legal action is taken against the City or County that may occur in the discharge of the duties that are not a result of a negligent act of the City or County, then the City and County mutually agree to defend their common interest by selecting a lead attorney and they will share equally in the cost of the defense of said common interest.

Third Parties

Automatic & Mutual Aid Assistance Agreement for Fire Department Services

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Term of Agreement

This agreement shall remain in force and effect until either party gives not less than thirty (30) days written notice to the other of its intent to terminate the agreement in whole or in part. There shall be no change the provisions of this agreement unless in writing and signed by both parties.

Termination

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Either party to this agreement may terminate the agreement by giving not less than thirty days written notice to the other party and upon the running of thirty days from such written notice, this agreement shall be terminated.

Administration

All notice to a party in regards to this Automatic and Mutual Assistance Agreement for fire department services must be in writing, addressed and delivered to the Mayor with respect to the City and to the Commission Chairman with respect to the County.

Application

This agreement shall constitute the entire agreement between the Parties and shall be the sole instrument for the provision of emergency fire service between the parties.

In witness whereof, we have caused this agreement to be executed on the date appearing above.

Recommended:

Wayne Chancey, Chief
Monroe Fire Department

Mike Moore, Chief
Walton County Fire Department

Approved:

Gregg Thompson, Mayor
City Monroe

Kevin W. Little, Chairman
Walton Co. Board of Commissioners

Witness:

Julian Jackson, Clerk
City of Monroe

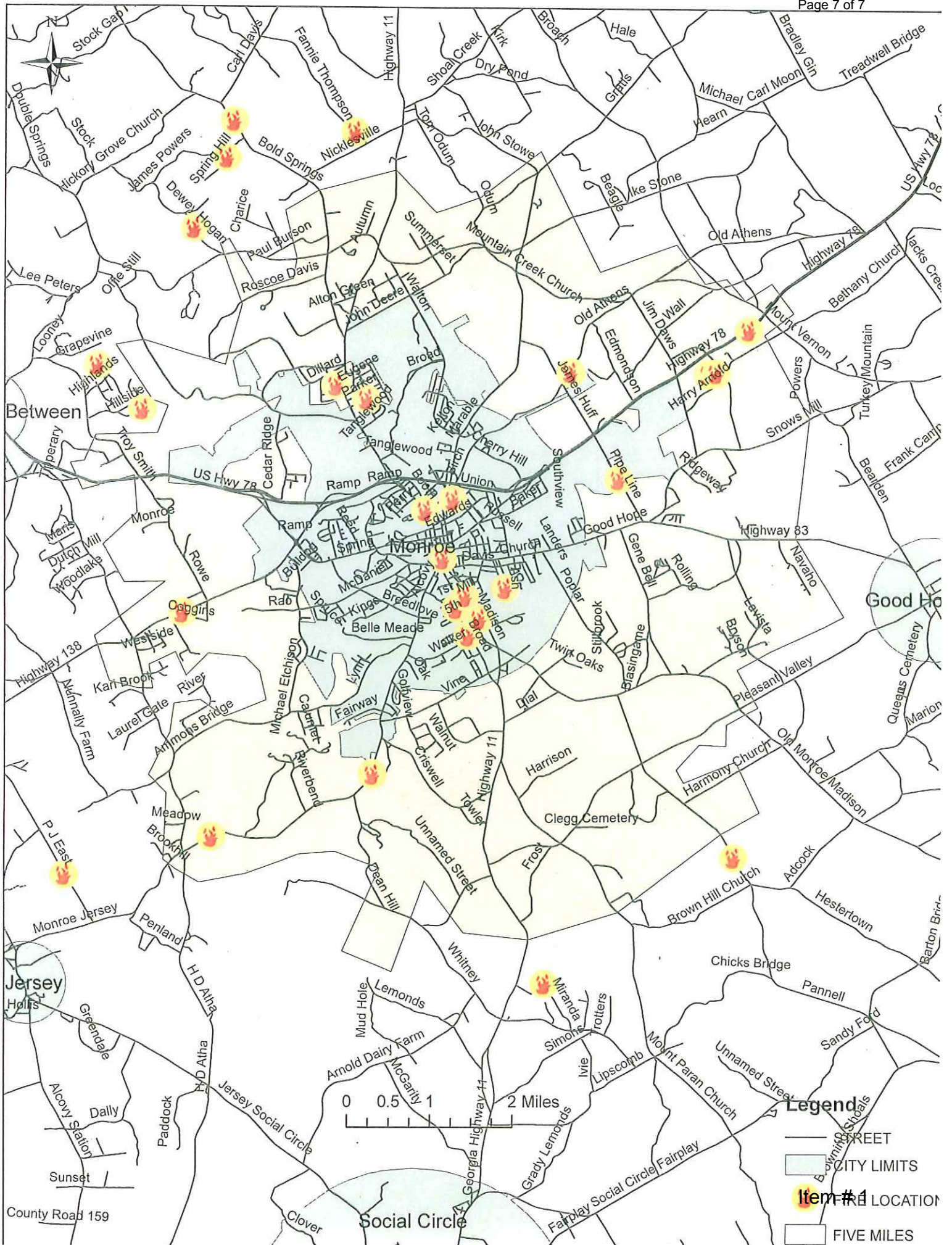
Leta Talbird, Clerk
Walton County

Russell Preston, City Attorney

Kirby Atkinson, County Attorney

Attachment A

1. The mutually beneficial response district is designated and agreed upon by the fire chief of each jurisdiction as that area within 5 road miles of the City of Monroe Fire Station located at 139 South Madison Avenue.
2. The First Response Assignment, subject to limitations in this agreement, establishes in the event of fire, rescue or other local emergency in the response district that requires a first alarm assignment, both parties agree to furnish an engine and/or aerial company and at least two personnel. Walton County ^{Attachment number 1} ~~will~~ _{Page 6 of 7} send first alarm 1 District truck with two people and Ladder 14 with one person.
3. The First Response Assignment, subject to limitations in this agreement, establishes in the event of fire, rescue or other local emergency in the response district that requires a single unit assignment, both parties agree to dispatch the closest unit to the alarm from either fire department.
4. The departments will participate in joint training exercises on a quarterly basis each year in order to insure basic standardization of operations and philosophy.
5. This agreement is primarily for structure fires only and not E.M.S related calls unless either party is already engaged on another call out of their immediate area. In this event the City of Monroe or Walton County Fire Department agrees to respond to E.M.S. related calls.
6. The City of Monroe will also have full use of and be part of the Training facility that will be built in Walton County on Whitney Rd.





Public Safety Meeting

AGENDA

October 2, 2007

Item:

Approval - Sale of Seized Vehicles

Department:

Police

Additional Information:

Vehicle information attached.

Financial Impact:

The sale of these two vehicles would provide additional revenue for the city.

Budgeted Item:**Recommendation / Request:**

That the vehicles be approved for sale.

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Attachments / click to download

 [Vehicle Information](#)

- 1992 Gray Toyota Half-Ton Pick-Up Truck
 - VIN#: JT4VN13D4N5100317
- 1999 Black Ford SHO Taurus
 - VIN#: 1FAFP54N8XA151445



Public Safety Meeting

AGENDA

October 2, 2007

Item:

Dedication of the Monroe Police Department Building

Department:

Police

Additional Information:

Request that Mayor and Council recognize the actions and sacrifice of Michael Etchison Sr. by dedicating the Monroe Police Department headquarters as the Michael Etchison Sr. Law Enforcement Center.

Financial Impact:

None

Budgeted Item:**Recommendation / Request:**

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