

**TITLE III:**

**ADMINISTRATION**

**Chapter 32**

**Police and Fire  
Department**

## **CHAPTER 32: POLICE AND FIRE DEPARTMENT**

### Section

- 32.01 County Police Department
- 32.02 Police & Fire Department
- 32.03 Mutual aid and automatic fire alarm agreement

### **§ 32.01 COUNTY POLICE DEPARTMENT**

- (A) It is so resolved that there be established a Pike County Police Department to consist of such number of qualified personnel as the Board of Commissioners of Pike County may, from time to time, deem necessary to appoint.
  - (B) County Police appointed by this Board shall serve at the pleasure of the Board, shall post a good and solvent bond as set forth in Ga. Code, § 36-8-3, shall be governed by such rules and regulations as shall from time to time be promulgated by this Board and shall be paid from the County Treasury in such amounts as this Board shall set from time to time.
- (Res. passed 8-14-85)

### **§ 32.02 POLICE AND FIRE DEPARTMENT**

- (A) Fire Prevention, Fire Fighting and Related Services.  
Pike County shall provide fire prevention, firefighting and other fire/emergency related services within the geographical boundaries of Pike County, Georgia, including within the various municipalities within Pike County as may be authorized by law and/or agreement. The services may include fire prevention, EMA, EMS, firefighting services and operations as such may be deemed necessary and reasonable including services by contract or in cooperation with any municipality located within Pike County or in cooperation with any other fire protection entity or emergency service provider.
- (B) State Compliance of Minimum Standards.  
Pike County shall adhere to the minimum requirements for such a fire department as set forth by the State in OCGA §25-3-20 et seq. As of the date of the adoption of this ordinance, Pike County has received and maintained certifications of state compliance for all of the various Pike County Fire Stations (Stations 1,2,3,5,6,7, and 8).
- (C) Provision of Fire Prevention, Fire Fighting and other Fire/Emergency Related Services to Municipalities or Other Areas and/or Providers.  
Pike County previously entered into intergovernmental agreements with the municipalities of Zebulon, Concord and Molena for the provision of fire prevention and firefighting services by the Pike County Fire Department within the respective boundaries of each municipality. Pike County hereby expresses its intent to ratify the existing intergovernmental agreements between Pike County and the cities of Zebulon, Concord and Molena by the adoption of this ordinance. Accordingly, the Pike County Fire Department shall continue to provide fire prevention and firefighting services as defined in Paragraph (A) of this section within the geographical boundaries of the City of Zebulon, the City of Concord and the City of Molena as well as within the unincorporated areas of Pike County, Georgia. In addition, the Pike County Fire Department may provide fire prevention, firefighting and other fire/emergency related services to any other area(s) as may be authorized by law and/or by agreement.

- (D) Fire Department Policies, Procedures, Rules and/or Regulations.  
The Pike County Board of Commissioners authorize the adoption of policies, procedures, rules and/or regulations by the Pike County Fire Department related to the provisions of fire prevention, firefighting and other fire/emergency related services as set defined herein subject the review of such policies, procedures, rules and/or regulations by the Board of Commissioners and County Manager.
  - (E) Oversight of Fire Department by County Manager.  
As with any other County department, the County Manager shall have oversight of the Pike County Fire Department, including but not limited to financial, budgetary and personnel related issues.
  - (F) Repealer.  
All ordinances or parts of this ordinance in conflict with this ordinance are hereby repealed.
  - (G) Severability.  
The sections, paragraphs, sentences, clauses and phrases in this ordinance are severable. Should any section, paragraph, sentence, clause, phrase of this ordinance be rendered invalid by any court of law, the remaining sections, paragraphs, sentences, clauses or phrases shall not be affected but shall continue in effect until amended or repealed by action of the governing authority of Pike County, Georgia.
  - (H) Effective Date.  
This ordinance shall go into effect upon the second reading and adoption by the Pike County Board of Commissioners.
- (Res. 7-93, passed 8-11-93)(Amend. Ord. Passed 12-29-10)

**§ 32.03 MUTUAL AID AND AUTOMATIC FIRE ALARM AGREEMENT**

- (A) The rendering of assistance under terms of this agreement shall be automatic upon request of either party to the other, by voice/tone dispatch, verbal, radio or other request.
- (B) In the event of an emergency where mutual aid is needed, the Department requesting mutual aid will inform the assisting department as to what equipment and personnel is needed. The assisting department will respond in good faith, taking into account available equipment and personnel and emergency circumstances, if any, in the responding party's home area.
- (C) In the event of a situation involving a major disaster, multiple fire scenes or a fire scene taxing the resources of both Departments, equipment and personnel from both Departments can be temporarily deployed in either area to maximize coverage in both areas.
- (D) There shall be no liability imposed on either party or its personnel for failure to respond when dispatched.
- (E) All services performed by any party hereto shall be rendered without reimbursement unless previously specifically authorized by the parties to this contract.
- (F) Any injury to any person incurred while that person is responding to a dispatch or call pursuant to this agreement shall be the sole responsibility of the Department providing insurance coverage to that person, to the extent that there is any departmental liability or responsibility for said injury. Any damages to any equipment shall be borne by the Department to which the equipment belongs or is assigned.

- (G) The ranking officer of the Department of the area of alarm shall assume command of the scene. All mutual companies and personnel responding to the scene shall contact incident command upon arrival and be assigned to their duties.
- (H) The chiefs and training officers of both Departments will plan training necessary to ensure familiarization and competency with both Department's equipment. Such training, if feasible, will take place at least quarterly at a site which is mutually selected. In addition, the Departments shall cooperate on pre-fire planning, hydrant surveys and other mutually-beneficial training and special projects as agreed by the Department Chiefs and training officers.
- (I) Plans and procedures for effectively implementing this agreement will be maintained at each Department's headquarters.
- (J) This agreement shall become binding and effective upon the date hereof and shall remain in full force and effect unless and until canceled by mutual agreement of both parties hereto or by written notice by one party to the other, giving 30 days' notice of said cancellation.

(Res. passed 11-2-99)