

# CHAPTER 6: MUTUAL AID AGREEMENT

Section

6-101 Interlocal Mutual Aid Agreement for County and Cities with Sheriff as Administrator

\*\*\*\*\*

## **Section 6-101 Interlocal Mutual Aid Agreement for County and Cities with Sheriff as Administrator**

This agreement, made and entered into individually by and between the County of Madison located in the State of Georgia, hereinafter referred to as the County, and the Cities of Carlton, Colbert, Comer, Danielsville, Hull, and Ila, all incorporated municipalities, all located in Madison County, Georgia, hereinafter referred to as the municipalities. This agreement shall become effective by and between the County and the individual municipalities on the dates signatures are applied hereto. The County of Madison and the Cities of Carlton, Colbert, Comer, Danielsville, Hull and Ila are together hereinafter referred to as the parties.

1. The Madison County Public Safety Communications/911 Center is hereby established, hereinafter referred to as the "center". The purpose of the center is to provide emergency telephone answering service to all citizens and visitors of Madison County and dispatch services for all parties herein.
2. All parties herein providing public safety services, currently or in the future, will receive dispatch services from the center.
3. All parties herein recognize that there is a possibility that an emergency call may be inadvertently directed from the center to an agency with contiguous boundaries.
4. To ensure the citizen or visitor receives the fastest possible response time, all parties herein agree, upon being so dispatched, to respond to a call even though it may mean crossing jurisdictional or responsibility boundaries.
5. Upon determination that an emergency call has been misdirected to an improper agency, the center may re-route the call for dispatch to the proper agency if it is determined by the center that redirection would not increase response time. Regardless of this determination the center will also dispatch the proper agency, if such agency is available for dispatch at the time of the emergency call.
6. No party to this agreement will charge another for rendering service in another jurisdictional area under the provisions of this agreement.
7. There will be no reimbursement for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity to officers and/or employees by one party to another arising out of performance of this agreement.
8. The county shall provide emergency call answering and dispatch services for law enforcement, fire, rescue, and emergency medical agencies 24 hours a day, 7 days a weeks, 52 weeks per year.
9. The county shall hold the title and have care, custody, and control of the equipment, furnishings, and the center. The county shall further be responsible for planning, acquiring, and maintaining the common equipment of the center.
10. The county shall be in charge of hiring, training, and disciplining of employees working on the premises of, or in conjunction with, the operation of the center.
11. The county shall be in charge of the making and promulgation of any necessary policies, rules, and regulations and their enforcement by and with the assistance of the participating parties.
12. All costs for operating and maintaining the center shall be paid by the county and purchases and contracts for the purpose of operating the center shall be in the name of the county.

13. A. The parties hereto agree to the existing communications equipment of the Cities of Comer and Danielsville is presently compatible with the center's equipment and systems. The county shall not be obligated hereunder to bear any expenses that may be necessary to maintain future compatibility of such equipment.
- B. Should any other cities that are parties to this agreement subsequently undertake to provide public safety services, such cities will provide necessary and compatible equipment for receipt of dispatch information from the center and the county shall not be obligated hereunder to bear any expenses of supplying or maintaining such equipment.
14. The agreement shall be effective between the county and the individual parties upon acceptance evidenced by the signatures of authorized representatives hereto affixed, and shall remain in effect for an indefinite period, or until such time as all parties mutually agree to terminate.
15. All gifts or grants in furtherance of the purpose of the center shall be in the name of the county and shall be used for the purpose of reducing the overall operating cost of the center.
16. All claims for federal or state aid for the operation of the center shall be made by the county.
17. Any liabilities incurred by an employee of the center as a result of the operation of the center will be paid by the county. The county shall not be liable for claims arising from acts or omissions to act by agents or employees of the cities of Carlton, Colbert, Comer, Danielsville, Hull, and Ila and those cities hereby indemnify the county from claims arising therefrom.
18. Any disputes arising between the parties hereto shall be decided by a majority vote of the Advisory Board and in the event that the controversy cannot be settled by the board, the Director of the Georgia Department of Administrative Services, Telecommunications Division shall service as arbitrator whose decision shall be binding on all parties.
19. By a unanimous vote of the Advisory Board and upon approval of same by all parities, this contract may be wholly or partially amended.
20. It is agreed by the parties hereto that the Sheriff of Madison County shall serve as Administrator of the center, employing a Director to oversee and manage the day to day operation of the center.