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HANCOCK COUNTY BOARD OF COMMISSIONERS

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601 Broad Street Courthouse Square
Sparta, Georgia 31087

MAMIE D. SMITH
County Clerk
706-444-5746



November 7, 2001

Mr. Mike Gleaton, Director
Office of Coordinated Planning
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Dear Mr. Gleaton:

Transmitted herewith is an interim agreement between Hancock County, Georgia and the City of Sparta relating to the implementation of Georgia State Act 636, relating to a statewide Emergency Telephone Number 911 system plan. This is being provided to you to append to our previously submitted Service Delivery Strategy for Hancock County, Georgia. This pending agreement was referenced on page 28 of our Service Delivery Strategy – Emergency Management and Medical Services. If you need additional information, please contact Cynthia Tabb at (404) 584-0870, who will request the information from the appropriate City and/or County personnel, or from the City/County engineers.

Respectfully submitted,

A handwritten signature in cursive script that reads "Betty Hill".

Betty Hill, Chairperson

**INTERIM AGREEMENT
FOR COUNTY AND CITIES WITH SHERIFF AS ADMINISTRATOR**

THIS AGREEMENT, made and entered into this 31st day of October, 2001 by and between Hancock County, Georgia, hereinafter referred to as the "County", and the City of Sparta, an incorporated municipality, located in Hancock County Georgia, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Parties hereto are desirous of implementing Georgia State Act 636, relating to a statewide Emergency Telephone Number '9-1-1' system plan, and

WHEREAS, the Parties hereto, are desirous to interface utilization of a '9-1-1' as a number for procuring emergency services among the Parties hereto, and

WHEREAS, the Parties hereto desire to form a cooperative '9-1-1' Emergency Answering Center, for the purpose of receiving and dispatching emergency calls,

Now, therefore, in consideration of the mutual promises made and hereinafter set forth, the parties hereto agree as follows:

1. To form an association known as the Sparta/Hancock County Cooperative '9-1-1' Emergency Answering Center, hereinafter known as the Sparta/Hancock Emergency Answering Center, whose purpose is to provide emergency answering services for the parties herein, and who is referred to as the "Answering Center".
2. The Sparta/Hancock Emergency Answering Center shall provide emergency call answering services for law enforcement, fire and emergency medical agencies 24 hours a day, 7 days a week, 365 days per year.
3. As part of this interim agreement, the Sparta/Hancock Emergency Answering

Center shall initially hold title, and have care, custody and control of equipment, furnishings and the Answering Center. The County shall further be responsible for planning, acquiring and maintaining the common equipment of the Answering Center subject to paragraph 16 .

4. For purposes of this interim agreement, the County shall be in charge of hiring, training and discipline of employees working on the premises of, or in conjunction with, the operation of the Answering Center, subject to the provisions of applicable Civil Service and Merit Systems.

5. The County shall be in charge of the making and promulgation of any necessary rules and regulations and their enforcement by and with the assistance of the participating Parties.

6. The Parties herein agree to form the Sparta/Hancock County Cooperative '9-1-1' Emergency Answering Center Board of Governors. The Board of Governors shall consist of the Police Chiefs, Fire Chiefs, Sheriff and Emergency Medical Agency Directors and two additional representatives, one appointed by the City and one appointed by the County.

7. All costs for operating and maintaining the communications center shall be paid initially by the County and purchases and contracts for the purpose of operating the Answering Center shall be in name of Hancock County provided:

- a. The Answering Center cost shall consist of the following items: Answering Center, recorders, phone lines, equipment, salaries and benefits, employee training and related expenses, publicity expenses, and other expenses agreed on by a majority of the Board of Governors.

- b. The cost shall be pro rated among the Parties based on the percentage of the population of all Parties herein. Population will be based on the population records of the Secretary of State of Georgia.
 - c. The County shall maintain financial records relating to the cost of operating and maintaining the Answering Center, and said records shall be available to the Parties herein, or their representative, upon request.
 - d. Answering service payments from the City to the County shall be due the first day of each month.
 - e. that the County shall be reimbursed for all costs and expenditures by funds generated from operations of the Answering Center.
8. The period of the contract shall be for not more than 60 months, or until such time as all parties mutually agree to termination or shall terminate upon the creation of a Joint Authority as provided for in paragraph 16.
9. All gifts or grants in furtherance of the purpose of the Answering Center shall be in the name of the County and shall be used for the purpose of reducing the overall operating cost of the Answering Center.
10. All claims for Federal or State aid for the operation of the Answering Center shall be made by the County.
11. Any liabilities incurred by the Parties hereto as a result of the operation of the Answering Center will be paid initially by the County, with each of the Parties subsequently paying their pro rata shares; except, that any individual action of an employee of one of the Parties hereto, and not in furtherance of the purposes herein stated shall be borne individually by that Party.

12. Any disputes arising between the Parties hereto shall be decided by a majority vote of the Board of Governors and in the event that the controversy cannot be settled by the Board, the Director of the Department of Administrative Services, Telecommunications Division shall serve as arbitrator whose decision shall be binding on all Parties.

13. All funds, payments and disbursements on behalf of the Answering Center shall be strictly accountable by the Finance Department of Hancock County, who shall conduct an annual audit of the Answering Center. A copy of this audit shall be available to the Representatives of any Party hereto.

14. By unanimous vote of the Board of Governors, this contract may be wholly or partially amended.

15. It is agreed by the Parties hereto that the Sheriff of Hancock County shall serve as the initial Administrator of this agreement in the manner provided herein.

16. The City and the County shall form a Joint Authority pursuant to 46-5-138 within 18 months of this agreement, and all assets, contracts and obligations shall be transferred to said authority. Thereafter the said Joint Authority shall have the sole responsibility for operating the Answering Center.

APPROVED AND ADOPTED by the Board of Commissioners of Hancock County, this 2nd day of October, 2001.

Betty Hill
Chairman

Attest:

Marnie A. Smith
County Clerk

APPROVED AND ADOPTED by the City Council of Sparta, Georgia, this

9th day of October, 2001.


~~Chairman~~ Mayor

Attest:


City Clerk