



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: February 15, 2011
Subject: **E-911 Update**

BACKGROUND

The City of Dunwoody continues to evaluate options for the provision of enhanced 911 emergency communications services. A staff committee was formed in November 2009 to evaluate all options that would improve the E-911 services provided to the City of Dunwoody.

Staff engaged a consultant to evaluate the projected revenue that the City of Dunwoody would be entitled to if the City collected the E-911 fees in the City limits. Our extensive research projects that the City would collect between \$900,000 and \$1,200,000 in fees annually. Staff recommends using a \$900,000 revenue estimate to evaluate service options. Although we will likely exceed this figure, to be conservative, we have chosen to evaluate options using the low end of the projected range. The actual revenue estimate we have received from our consultants is \$1,005,912.

Three viable options exist for the provision of this service:

1. Dunwoody provides its own E-911 services, starting a Dunwoody 911 center.
2. Dunwoody contracts with the Chattahoochee River 9-1-1 Authority (ChatComm) for E-911 services.
3. Dunwoody negotiates with DeKalb County for an enhanced level of E-911 services.

In October 2010, staff recommended the City Council enter into an IGA with ChatComm for E-911 services. The recommendation was based on the following points:

1. ChatComm has a proven record as a quality service provider with dependable leadership.
2. The IGA with ChatComm provides for a fixed cost expense model. The City would be responsible for \$570,000 in transition and startup costs and an annual payment of \$1,200,000 for dedicated dispatch services.
3. The City would be provided with dedicated call taking and dispatch services.
4. The agreement would conclude on August 31, 2014 with the ability to terminate with six months notice with or without cause.
5. The City is a subscriber to the system and would not be responsible for technology refreshes, new equipment, or any unexpected costs.



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6. The agreement provides for a service level agreement that is enforced through monetary penalties for non-compliance with the agreement.
7. The agreement provides regular reporting, custom statistical reports, annual reports, and direct access to all call data and reporting information.
8. The partnership with ChatComm would eliminate problems with wireless calls in Dunwoody that are sent to ChatComm currently instead of to the DeKalb County 911 center.
9. The agreement includes advanced technologies and service level upgrades such as Smart 911, automatic aid between the Sandy Springs Police Department and the Dunwoody Police Department, and the ability to implement systems such as video surveillance cameras.

As discussed in October, staff carefully evaluated the option of Dunwoody operating a 911 center on its own. Because of the high costs and risks, staff recommended entering a contractual subscriber based system for the immediate future. Such an arrangement would provide firm cost controls with no escalation, while allowing the City to establish firm revenue numbers, receive a high level of service, and eliminating the responsibilities on existing staff to manage this service on a daily basis.

In November 2010, Council delayed a vote on the passage of an IGA with ChatComm to allow additional information to be gathered and provide additional time to work with DeKalb County and negotiate a new IGA that would include dedicated dispatch and a dedicated radio channel.

DeKalb County has since responded with a proposal for consideration that would enhance the level of service they are currently providing to the City. The proposal includes a cost structure that would equal the amount of money collected by the County through the E-911 fee in the City limits, but would require the City to purchase necessary equipment to effectuate some additional services such as AVL and Silent Dispatch. The negotiated IGA with DeKalb is attached to this memorandum. While this proposal does not include a number of elements included in the IGA with ChatComm, it does provide for significant improvements from our current service delivery model with the County.

Staff has also renegotiated our original agreement with ChatComm. The updated IGA includes a price reduction of \$125,000 on an annual basis through the term of the contract with no reduction in service delivery standards. The revised IGA is also attached to this memorandum.

ANALYSIS

Based on the renegotiated agreement with ChatComm, staff further analyzed the service delivery options based on the new financial picture. The charts on the following page illustrate how start up costs are a significant factor in the first year, however, in the longer term, when examining over a multiple year period, they are only part of the cost.

The charts represent two different assumptions for revenue, the first (A) at a more conservative \$900,000 and the second (B) at \$1,005,912, the level predicted by the consultant who worked with staff to conduct cash flow analysis.



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(A) Conservative Revenue Estimate Level (\$900,000 Annually)

Service Delivery Options	Year 1			Year 2		Year 3		Total (Over 3 Years)	
	Start Up Costs	Total Cost (including start up)	General Fund Needs	Cost	General Fund Needs	Costs	General Fund Needs	Estimated Cost	Estimated General Fund Needs
Dunwoody	\$350,737	\$1,655,885	\$755,885	\$1,363,224	\$463,224	\$1,401,106	\$501,106	\$4,420,215	\$1,720,215
ChatComm	\$570,000	\$1,645,000	\$745,000	\$1,075,000	\$175,000	\$1,075,000	\$175,000	\$3,795,000	\$1,095,000
DeKalb	\$135,592*	\$1,035,592	\$135,592	\$900,000	\$0	\$900,000	\$0	\$2,835,592	\$135,592

(B) Projected Revenue Estimate Level (\$1,005,912 Annually)

Service Delivery Options	Year 1			Year 2		Year 3		Total (Over 3 Years)	
	Start Up Costs	Total Cost (including start up)	General Fund Needs	Cost	General Fund Needs	Costs	General Fund Needs	Estimated Cost	Estimated General Fund Needs
Dunwoody	\$350,737	\$1,655,885	\$649,973	\$1,363,224	\$357,312	\$1,401,106	\$395,194	\$4,420,215	\$1,402,479
ChatComm	\$570,000	\$1,645,000	\$639,088	\$1,075,000	\$69,088	\$1,075,000	\$69,088	\$3,795,000	\$777,264
DeKalb	\$135,592*	\$1,141,504	\$135,592	\$1,005,912	\$0	\$1,005,912	\$0	\$3,153,328	\$135,592

* Both charts assume that if the City remains with DeKalb we would purchase Silent Dispatch and AVL equipment

RECOMMENDATION

Staff continues to recommend the City enter into an IGA with ChatComm to become a subscriber to their 911 system. The re-negotiated IGA gives the City a fair price for services rendered, expense controls, performance metrics and an opportunity to partner with a neighboring community that completes our western and northern border.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATIONS SERVICES
Between
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide 911 emergency communications services within the boundaries of Dunwoody for a period of one year beginning January 1, 2011 ; and

WHEREAS, the County and the City wish to establish the cost of 911 emergency communications services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody’ citizens, the DeKalb County Police department, the Dunwoody Police department, and the DeKalb County 911 Communications Center through use of the County’s consolidated 911 call reception and radio dispatching of requests for public safety services.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 *Chief of Police* means the DeKalb County police chief or designee.

2.2 **911 Emergency Communications Services** means the receipt of incoming calls for service through the enhanced 9-1-1 telephone system for emergency and non emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct or agency. This is considered the vital and necessary communications link between citizens and DeKalb County Police Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. This will also be considered the vital and necessary communications link between citizens through the DeKalb County Police Department and to the Dunwoody police department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800 MHz trunked radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to DeKalb County field units and the DeKalb County contracted private ambulance services dispatched through 911.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement is for one year, commencing January 1, 2011 at 0000 hours and concluding at 2400 hours on December 31, 2011. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all 911 emergency communications services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The parties agree that, as of December 1, 2010, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82) to provide 911 emergency communications services has terminated.

ARTICLE 4 COMPENSATION AND CONSIDERATION

For the 911 emergency communication services to be rendered pursuant to this Agreement the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term of this Agreement as for calls originating within the City of Dunwoody.

ARTICLE 5 PUBLIC SAFETY DIRECTOR

The County Public Safety Director, E911 Director or designee will direct and manage the daily 911 emergency communications services in the City and supervise the delivery of 911 emergency communications services contracted for in this Agreement.

ARTICLE 6 SERVICES

6.1 During the term of this agreement, the County shall provide at least the same 911 emergency communications services to the City that are provided to unincorporated DeKalb County in 2009. In any event, the County shall meet the 911 service requirements as specified by the Georgia Emergency Management Agency. Such 911 emergency communications services shall equal or exceed the 911 emergency communications services provided by the County in 2008 to the area that comprises the territorial limits of the City. The County shall provide 911 emergency communications services on a continual 24-hour per day basis, seven days a week. Concerns with performance levels will be addressed as they occur. Timely notification of performance issues can be made verbally or via written communication. Results will be delivered in a timely manner, and if necessary, further discussions can be held with the appropriate staff from the affected entity.

6.2 During the term of this agreement, the County shall provide a dedicated Radio Talk Group for the City's Police Department.

6.3 During the term of this agreement, the County shall provide a separate "Police Dispatch Position" for dispatching emergency 911 calls and radio traffic for the City of Dunwoody Police Department at the County's 911 center.

6.4 During the term of this agreement, the County shall provide dedicated dispatchers in the 911 Center for dispatching the City of Dunwoody Police Department. These dedicated dispatchers shall come from a core group of not more than 21 dispatchers as assigned by the Chief of the DeKalb County 911 Center with input from the Chief of the Dunwoody Police Department. All dispatchers assigned to this core group will complete a Dunwoody Orientation Class. This Orientation Class will be designed jointly by the Chief of the DeKalb County 911 Center and the Chief of the Dunwoody Police Department. While assigned to dispatch the City of Dunwoody Police, a dedicated dispatcher shall perform the dispatch duties related solely to the dispatch of the City's Police force and shall not perform dispatch or related duties for any other jurisdiction.

6.5 The County shall diligently pursue providing Automatic Vehicle Location capabilities in the 911 Center for the City of Dunwoody police vehicles. Any required vehicle equipment shall be provided by the City of Dunwoody.

6.6 During the term of this agreement, the County shall provide "Silent Dispatch" capabilities in the 911 Center for the City of Dunwoody Police Department. Any Required vehicle equipment shall be provided by the City of Dunwoody.

6.7 The County and the City shall jointly evaluate the desirability of implementing Smart 911 capabilities.

ARTICLE 7

EQUIPMENT

7.1 The County agrees to provide DeKalb County personnel assigned to dispatch for the City of Dunwoody Police Department, with all necessary equipment in connection with this Agreement in order to perform the agreed upon 911 emergency communications services, in accordance with DeKalb County Emergency 911 Dispatch Center policies and procedures.

7.2 The County shall provide the City with access rights to DeKalb County Computer-Aided Dispatch system for the limited purpose of collecting E-911 data, running reports, analyzing and statistical reporting based upon E-911 data. The City shall be responsible for the cost associated with establishing the physical connection to DeKalb County Computer-Aided Dispatch system, if necessary to access the system.

7.3 The City of Dunwoody shall maintain the equipment in the City's police cars and at the Dunwoody Police Department during the term of the agreement.

ARTICLE 8 EMPLOYMENT STATUS

8.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

8.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County police department.

ARTICLE 9 RECORDKEEPING AND REPORTING

9.1 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 CITY-COUNTY RELATIONS

10.1 The County shall be the sole provider of 911 emergency communications services within the City during the term of this Agreement.

10.2 The City shall be notified at least 90 days before any change is made to any technology used in or by any system or equipment that will impact the provision of E-911 Emergency Communications Services.

10.3 The City shall be provided notice at least 60 days before any request for proposal, request for quote, or any similar request is issued relating to any technology used in or by any

system or equipment that will impact the provision of E-911 Emergency Communications Services.

**ARTICLE 11
TRANSITION**

The County and City agree that at least ninety (90) days prior to termination of this Agreement, the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

**ARTICLE 12
TERMINATION AND REMEDIES**

12.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

12.2 If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

12.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

**ARTICLE 13
NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Stogner, Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-2883, Office number
404-371-2116, Facsimile number

With a copy to:

Lisa Chang, County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number

404-371-3024, Facsimile number

If to the City: Warren Hutmacher, City Manager
City of Dunwoody
41 Perimeter Center East, Ste. 250
Dunwoody, Georgia 30346
Office number: 678-382-6700
Facsimile number: 770-396-4705

With a copy to: Brian Anderson, City Attorney
41 Perimeter Center East, Ste. 250
Dunwoody, GA 30346
678-382-6700

**ARTICLE 14
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 15
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 16
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 17
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This

Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 18 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 19 INDEMNITY

19.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

19.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

#F.4.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DEKALB COUNTY, GEORGIA

Burrell Ellis
Chief Executive Officer

(SEAL)

Clerk of the DeKalb County, Georgia
Board of Commissioners of DeKalb County,
Georgia

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Lisa Chang
County Attorney

Richard Stogner
Executive Assistant

CITY OF DUNWOODY, GEORGIA

Ken Wright
Mayor

Sharon Lowery
City Clerk (SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Brian Anderson
City Attorney

Warren Hutmacher
City Manager

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
9-1-1 EMERGENCY COMMUNICATIONS SERVICES
BETWEEN DUNWOODY, GEORGIA
AND THE CHATTAHOOCHEE RIVER 911 AUTHORITY**

**THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between
Dunwoody, Georgia (“Dunwoody” or “City”) and the Joint Public Safety and Judicial
Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (the
“Authority”), this __ day of _____, 2011.**

WITNESSETH

WHEREAS, Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Ga. L. 2008, p. 3526 ; and

WHEREAS, the Georgia Constitution, Article IX, §2, ¶3 authorizes cities to provide services relating to fire and police protection; and

WHEREAS, in December of 2008, Dunwoody entered into an Intergovernmental Agreement (the “Dunwoody 911 IGA”) with DeKalb County to provide 911 Emergency Communications Services within the boundaries of Dunwoody, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by DeKalb County; and

WHEREAS, DeKalb County continues to provide 911 communications services to Dunwoody pursuant to the terms of the Dunwoody 911 IGA, which will terminate upon 180 days notice; and

WHEREAS, the City of Sandy Springs and the City of Johns Creek have created a joint public safety and judicial facility authority known as “The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia,” doing business as the Chattahoochee River 911 Authority; and

WHEREAS, the Authority operates a joint consolidated public safety answering point in its emergency communications center (the “911 Center”) on a 24-hour basis, 365 (366 during leap years) days per year, from which the 911 communication services contemplated under this Agreement will be rendered for Sandy Springs, Johns Creek, and Dunwoody; and

WHEREAS, Dunwoody desires to receive 911 communication services from the 911 Center; and

WHEREAS, this Agreement establishes the cost of 911 communication services to be provided by the Authority to Dunwoody pursuant to this Agreement; and

WHEREAS, Dunwoody desires to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of Dunwoody, Sandy Springs, and Johns Creek; and

WHEREAS, Dunwoody and the Authority have authorized the execution of this Agreement through appropriate Resolutions adopted by their governing bodies; and

NOW, THEREFORE, in consideration of the following mutual obligations, Dunwoody and the Authority agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody's citizens, the Dunwoody Police Department, other public safety agencies serving Dunwoody, and the Authority's consolidated 911 call reception and radio dispatching of requests for public safety services.

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center").

**ARTICLE 2
DEFINITIONS**

911 Emergency Communications means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring on-scene investigation by a field unit to the appropriate police precinct or agency. At the present time, the DeKalb County 800 MHz trunked radio system is the primary method of dispatching calls for service to Dunwoody field units.

Cutover Date means the point at which Dunwoody 9-1-1 calls are routed to and received and processed for dispatch by ChatComm. The targeted cutover date is September 1, 2011 at 00:00 hours.

Subscriber means that Dunwoody shall be provided the agreed-upon 911 emergency communications services, but shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement. Furthermore, the Subscriber status shall not in any way provide Dunwoody with a seat or vote on the Authority Board. The purchase of equipment as stated in 10.5 and 10.6 shall not be considered financial capital outlay or contributions.

**ARTICLE 3
TERM OF AGREEMENT**

- 3.1 This Agreement shall commence on March 1, 2011 and shall terminate at 24:00 hours on August 31, 2014.
- 3.2 Following the initial term of this Agreement as defined above, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each

anniversary of the Cutover Date, either Party provides written notice of its intention not to renew this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

- 4.1 Dunwoody shall pay the Authority the sum of one million, seventy-five thousand dollars (\$1,075,000.00) annually, payable in twelve (12) equal monthly installments of eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33). The Authority will invoice Dunwoody for the monthly installment on the first (1st) day of each month for services performed during the previous month, with the first invoice for monthly installment one month after the cutover date. Dunwoody agrees to pay the monthly installment no later than fifteen days after the date of the invoice for services. In the event that services are to be rendered by the Authority for less than a full calendar month, Dunwoody shall only pay a pro-rated portion of the standard full monthly payment. For example, should services need to be rendered for fifteen (15) days of a 31-day month, Dunwoody would be responsible for paying only fifteen times the daily rate of the standard eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33) monthly installment, or forty-three thousand three hundred forty-six dollars and seventy-seven cents (\$43,346.77).
- 4.2 Should Dunwoody fail to meet its financial obligations under this Agreement, the Authority shall not withhold any 911 services from the citizens of Dunwoody as a remedy against the City of Dunwoody, unless the Authority has obtained a valid court order authorizing the cessation of services or has terminated the Agreement pursuant to the notice requirements of Section 3.2.
- 4.3 The Authority shall not have the power to force Dunwoody to pay more than one million, seventy-five thousand dollars (\$1,075,000.00) annually. Specifically, this means that Dunwoody shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement unless an enhancement is mutually-agreed upon, in writing, prior to expenditure. The purchase of equipment pursuant to 10.5 and 10.6 shall not be considered in this amount and shall not be considered to be a financial capital outlay or contribution.
- 4.4 Should Dunwoody's actual call volume exceed that of the data provided to the Authority by 10% or more and the Service Level Metrics are unable to be achieved, then the Parties agree to augment staffing levels to meet the additional demand for services. The incremental cost associated with the mutually-agreed upon staff augmentation will be added to Dunwoody's monthly installments. The data made available by Dunwoody to the Authority indicated approximately thirty-eight thousand four-hundred and twenty five (38,425) total incidents annually, or three-thousand two-hundred and two (3,202) monthly.

ARTICLE 5 SERVICES

- 5.1 The Authority shall provide Dunwoody citizens 911 services at the same Service Level Metrics provided to citizens of Sandy Springs and Johns Creek, unless there is agreement between the Parties to do otherwise. After the Cutover Date, the Authority's response to 911 calls shall meet the performance standards set forth in **Schedule A**. Those standards shall be used for determining the Authority's compliance under this Agreement, notwithstanding the adoption of more stringent standards by any other administrative or governmental entity having legal authority over such matters.
- 5.2 At the present time, DeKalb County Fire and Rescue provides all fire, rescue, and emergency medical services to Dunwoody. All calls for fire, rescue, or emergency medical services (EMS) shall be transferred to DeKalb County's PSAP for dispatch of appropriate Fire and EMS resources.
- 5.3 The Authority shall design, procure, install, configure, test, make operational, and refresh all required technology systems and equipment to support the integration and provision of the equivalent level of technology services as received by Sandy Springs and Johns Creek to Dunwoody. The Authority shall provide 24 hours a day/365 day a year support and operation of those technology systems through combinations of on-site staff, resources at other locations, and vendor support agreements. The Authority will make every effort to implement technology configurations that are highly reliable and avoid single points of failure whenever reasonably possible.
- 5.4 Beginning on the first day of the fifth month of PSAP operation, the sanctions set forth in **Schedule B** shall be employed as penalties for deficient performance by the Authority. All penalties incurred by the Authority shall be deducted from Dunwoody's next payment to the Authority pursuant to the terms of this Agreement. Dunwoody shall take into consideration unforeseen events and unpredictable service overloads before imposing any penalty. These events will be monitored and reviewed by Dunwoody and the Authority to decide if the events caused an unforeseen impact on the performance metrics.

ARTICLE 6 ANCILLARY SERVICES

- 6.1 The Authority must provide a variety of ancillary services incumbent on a large metropolitan public-safety answering point. These services will be provided to Dunwoody, at the equivalent level of services received by Sandy Springs and Johns Creek, pursuant to this Agreement and shall include, but not necessarily be limited to, technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public-safety answering point.
- 6.2 The Authority will provide, at the equivalent level of services received by Sandy Springs and Johns Creek, assistance with the collection of 9-1-1 fee on telephone service in the corporate limits of Dunwoody for Wired (Land Lines) Service Providers, Wireless Service Providers, and any other telephone provider allowed by state and/or federal law that are charging the 9-1-1 fee on telephone service.
- 6.3 Fees hereunder shall be collected directly by the City of Dunwoody.

**ARTICLE 7
RETAINED POWERS OF THE PARTIES**

- 7.1 The Authority retains all discretion in the hiring of its employees and in maintaining policies and procedures for the efficient running of the Authority.
- 7.2 Dunwoody shall retain exclusive control over Dunwoody employees, including, but not limited to, all police officers and any and all fire or rescue personnel that may be hired by Dunwoody during the term of this Agreement.

**ARTICLE 8
EMPLOYMENT STATUS**

- 8.1 The Authority shall ensure sufficient personnel are dedicated to both handling Dunwoody's call volume in order to meet the Service Level Metrics outlined in **Schedule A**, as well as providing Dunwoody with at least one dedicated police dispatch position 24 hours per day, 7 days per week.
- 8.2 All telecommunicators serving Dunwoody are and will continue to be employees of the Authority or its contractor for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievances, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers' compensation, and disciplinary functions.
- 8.3 All telecommunicators serving Dunwoody shall be subject to any and all policies and procedures developed by the Technical Advisory Council (TAC) and maintained by the Authority.
- 8.4 The Authority or its contractor shall have the right to terminate the employment—for any reason—of any employee who is serving Dunwoody, so long as the Authority continues to meet the Service Level Metrics outlined in **Schedule A**.

**ARTICLE 9
RECORDKEEPING AND REPORTING**

- 9.1 Except as limited by any provision of state or federal law, Dunwoody may request, review, and access data and Authority records to ensure compliance with this Agreement at no cost to Dunwoody.
- 9.2 As provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, monthly reports detailing 911 Emergency Call Answering Performance as measured through standard traffic and performance reports out of the 911 telephone switch, and Dispatchable Call Processing and Dispatching Performance as measured through the 911 telephone and computer aided dispatch systems. Monthly reports shall be provided to Dunwoody within ten (10) business days after the last day of each month.

- 9.3 Annual reports to Dunwoody detailing, at a minimum, the Authority's performance for the previous calendar year, including those metrics specified in **Schedule A**, as well as a quality assurance report shall be provided to Dunwoody, at no cost, no later than January 31st of each year.
- 9.4 Additionally, as provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, periodic reports detailing General Managerial and Operational Performance as measured through the Quality Assurance program.
- 9.5 Dunwoody owns all data, maps, and related service call information within the corporate limits of Dunwoody. This initial information and all future updates shall be provided to the Authority for the efficient and accurate dispatch of Dunwoody calls for service at no additional cost, subject to any appropriate data-sharing agreement between the Parties. Should the quality of the data and maps provided by Dunwoody delay the Authority's ability to process calls for dispatch, the Parties will consider exclusions to the sanctions detailed in **Schedule B**.
- 9.6 The Authority shall be responsible for honoring and responding to all Open Records Requests in accordance with state law and providing a copy of both the request and response to Dunwoody at no cost to the City.

ARTICLE 10 TRANSITION

- 10.1 The Authority shall provide an entirely seamless transition and integration between the 911 services being provided to Dunwoody by the DeKalb system to the services provided by the Authority's system.
- 10.2 The Authority shall be responsible for coordinating the cutover with all appropriate telecommunications companies and service providers to ensure that beginning on the Cutover Date all 911 service calls are directed to the Authority. This transition shall include testing of call locations throughout Dunwoody following the cutover.
- 10.3 The Authority shall be responsible for coordinating with DeKalb County or another mutually agreed-upon radio system for the dispatching of Dunwoody's calls for service on the DeKalb County 800 MHz trunked radio system. Dunwoody shall be financially responsible for any radio subscription fees for its mobile and portable radios.
- 10.4 Time is of the essence and the transition from Dunwoody's current service provider to the Authority shall occur on the specified Cutover Date. Failure to coordinate cutover on the specified Cutover Date shall result in financial penalties as outlined in **Schedule B**.
- 10.5 All one-time costs associated with the transition, including materials purchased in order to provide 911 communication services for the Dunwoody, should be accounted for separately and invoiced separately to Dunwoody as provided in **Schedule C**. In total this amount will not exceed \$570,000.00.
- 10.6 All materials purchased in order to provide 911 communication services for Dunwoody as provided in **Schedule C** shall become the property of Dunwoody if this Agreement has been terminated pursuant to the notice requirements of Section 3.2.

**ARTICLE 11
CITY-AUTHORITY RELATIONS**

- 11.1 The Authority shall be the primary public safety answering point and sole provider of 911 emergency communication services within Dunwoody, with the exception of fire and EMS dispatching, so long as this Agreement remains in effect.
- 11.2 The Authority shall provide critical incident notifications to designated Dunwoody officials. Prior to the cutover date, the Parties shall determine which incident types are to require critical incident notifications.
- 11.3 The Authority shall notify Dunwoody in the event of any media inquiry. The Authority shall not speak on behalf of Dunwoody.

**ARTICLE 12
DUNWOODY'S STATUS**

- 12.1 Dunwoody shall be a Subscriber to the Authority's services. As such, Dunwoody shall not, so long as it is merely a Subscriber to the Authority's services, have any voting representative(s) on the Authority's Board of Directors.
- 12.2 The Authority shall provide reasonable notice, in the same manner and timeliness provided to Sandy Springs and Johns Creek, to Dunwoody of any meeting of the Authority's Board of Directors. Dunwoody shall have the right to send a non-voting representative to the meetings of the Authority's Board of Directors.
- 12.3 Dunwoody shall participate in the meetings of the Authority's Technical Advisory Council. Dunwoody's representatives include, but are not necessarily limited to, the Chief of Police of the Dunwoody Police Department or his or her designee and Dunwoody's Information Technology Manager or his or her designee.
- 12.4 Dunwoody shall participate in the meetings of the Authority's Information Technology Committee meetings. Dunwoody's representatives include, but are not necessarily limited to, Dunwoody's Information Technology Manager or his or her designee.
- 12.5 The Chief of Police of the Dunwoody Police Department shall work with the Authority to set protocol for Dunwoody police dispatch procedures. Once initial dispatch procedures have been established, it is recognized that from time to time, Dunwoody will need to make adjustments or changes in the dispatch procedures for their field resources. The Authority shall implement any change as soon as practical but no longer than within thirty (30) days of a written request unless mutually-agreed upon significant technological or operational changes are required.

**ARTICLE 13
EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the Authority as follows:

13.1.1 The Authority does not maintain sufficient personnel, as determined in Article 8, in the 911 Center for a period of longer than five (5) days.

13.1.2 The Authority's failure to meet the metrics specified in **Schedule A** for any three (3) months in a twelve (12) month period during the Term of this Agreement shall constitute a material breach of this Agreement, subjecting the Agreement to termination for cause by Dunwoody pursuant to the provisions of Article 14. Any event that constitutes an exigent circumstance will not count against that month's performance metric. For the purposes of this Agreement, an "exigent circumstance" shall constitute a natural or man-made event that creates an unanticipatable surge of 911 emergency telephone calls.

13.2 An event of default shall mean a material breach of this Agreement by Dunwoody as follows:

13.2.1 Failure of Dunwoody to pay the compensation referred to in Article 4 in a timely manner more than twice in a single calendar year.

ARTICLE 14 TERMINATION

14.1 Dunwoody and the Authority shall each have the power to terminate this Agreement for cause. Should either Party choose to terminate this Agreement under this paragraph, written notice must be provided at least thirty (30) days prior to the effective date of termination.

14.2 Dunwoody and the Authority shall each have the power to terminate this Agreement without cause upon written notice, no less than six (6) months before the effective date of the termination.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the Authority: Office of the Executive Director
 Chattahoochee River 9-1-1 Authority
 859 Mount Vernon Highway, Suite 400
 Sandy Springs, GA 30328

With a Copy to: Attorney for the Authority
 Ray S. Smith, III
 JOYCE THRASHER KAISER & LISS, LLC

Five Concourse Parkway, Suite 2350
Sandy Springs, GA 30328

With a Copy to: City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

With a Copy to: City Manager
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

With a Copy to: City Attorney
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

With a Copy to: City Attorney
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

If to Dunwoody: City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

With a Copy to: City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

**ARTICLE 16
EXTENSION OF AGREEMENT**

- 16.1 This Agreement may be extended at any time during the effective term of this Agreement by mutual consent of both parties, so long as such extension is approved by official action of Dunwoody and by official action of the Authority.
- 16.2 Pursuant to Article 3, following the initial term of this Agreement, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each anniversary of the Cutover Date, Dunwoody gives written notice of its intention not to renew this Agreement or the Agreement is terminated pursuant to Article 14.

**ARTICLE 17
NON-ASSIGNABILITY**

Neither party may assign any of the obligations or benefits of this Agreement, except as otherwise provided herein.

ARTICLE 18 ENTIRE AGREEMENT

The Parties acknowledge one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement and supersedes all prior oral or written agreements or understandings. Any representation, oral or written, not incorporated in this Agreement shall not be binding upon Dunwoody or the Authority. All parties must sign any subsequent changes in the Agreement for such subsequent changes to have binding legal effect.

ARTICLE 19 SEVERABILITY, VENUE, AND ENFORCEABILITY

- 19.1 If a court of competent jurisdiction renders any provision(s), or portion(s) of any provision(s), of this Agreement to be invalid or otherwise unenforceable, that provision or portion of a provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- 19.2 No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- 19.3 This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof.
- 19.4 Should any Party institute suit concerning this Agreement, the Parties agree that the venue shall be in the Superior Court of DeKalb County, Georgia or the Superior Court of Fulton County, Georgia.
- 19.5 The agents of the Parties have both participated in the drafting of this Agreement. As such, should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement need not apply the presumption that the terms hereof should be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

ARTICLE 20 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 21 INDEMNITY

- 20.1 To the extent allowed by law, the Authority shall indemnify and hold the City harmless from claims, demands or causes of action which may arise from activities associated with this Agreement.
- 20.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

**ARTICLE 22
AMENDMENT**

This Agreement may be modified at any time during the term of this Agreement by mutual written consent of both Parties. Any such mutual written consent must be reached through the official procedures of the Parties.

**ARTICLE 23
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and Dunwoody have executed this Agreement through their duly authorized officers on this _____ day of _____, 2011.

THE AUTHORITY

ATTEST:

John Kachmar
Authority Chairman
(SEAL)

Elizabeth Warren
Authority Secretary

Approved as to Form:

Approved as to Substance:

Ray S. Smith, III
Authority Attorney

Name
Title

DUNWOODY, GEORGIA

ATTEST:

Ken Wright
Mayor

Approved as to Form:

Brian Anderson
City Attorney

Sharon Lowery
City Clerk (SEAL)

Approved as to Substance:

Warren Hutmacher
City Manager

SCHEDULE A

SERVICE LEVEL METRICS

Service levels delivered by the Authority will be measured and evaluated in three domains:

- 911 emergency call answering performance
- Dispatchable high priority call processing performance and dispatchable call processing performance for all calls that ChatComm is responsible for triaging
- General managerial and operational performance

911 Emergency Call Answering Performance

The speed of answering 911 calls from the public is a key metric in evaluating the responsiveness and effectiveness of a Public Safety Answering Point (PSAP). The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a 911 call answer speed of ten (10) seconds or less for 90% of 911 calls received at the PSAP and thirty (30) seconds or less for 99% of those calls. The call answering time interval shall be defined as that period of time from the recorded time that a call for service is processed through the 911 ANI/ALI controller and commences the ring cycle to the time at which the call is answered and caller interrogation activities begin.

The Authority will make every possible effort to minimize the wait time for the small percentage of callers who have to wait at all, and track statistics for callers who disconnect prior to call answer.

This performance metric will be measured through standard traffic and performance reports out of the 911 telephone switch and reported on a monthly basis to Dunwoody.

Dispatchable Call Processing and Dispatching Performance

Once a 911 call is answered, the time interval from call answer to an incident being available for dispatch to field personnel is the second key metric in evaluating the responsiveness and effectiveness of a PSAP. These incidents are referred to as dispatchable calls. Other 911 calls do not result in a unique incident that is dispatched to field units but instead add further information to existing incidents or are unrelated to incident activity. The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a call processing time of sixty (60) seconds or less for 90% of the dispatchable high priority calls and ninety (90) seconds or less for 95% of those calls. Additionally, the initial staffing model was designed to allow a call processing time of ninety (90) seconds or less for 90% of all calls. ChatComm shall be held to these standards only for those calls that it is responsible for triaging.

The call processing time will only be measured for calls that result in dispatched incidents. The time interval measured shall be defined as that period of time from the call being answered to the time that the computer aided dispatch (CAD) incident entry process is sufficiently complete that the incident is queued for dispatch. The Authority shall continue to transfer all fire and emergency medical services calls to DeKalb County 911 for the dispatch of appropriate resources.

This performance metric will be measured through performance reports out of the 911 telephone and computer aided dispatch systems and reported on a monthly basis to Dunwoody.

In instances where the performance metric for dispatchable call processing and dispatching performance in the Agreement between the Authority and Dunwoody differs from that contained in the Agreement between the Authority and its contractor, the shorter call processing times for high priority calls or all calls shall be enforceable for the purposes of this Agreement.

General Managerial and Operational Performance

Both Parties have an interest in developing a number of additional performance metrics to evaluate the effectiveness of the PSAP operation. A Continuous Quality Improvement Program is a key element of providing continuing assessment of PSAP operations so that performance expectations are met on a consistent basis. The Authority will work with Dunwoody during implementation to define a Quality Assurance program for the PSAP that meets the combined needs and interests of the Authority and Dunwoody. This program will identify both hard and soft metrics for such things as:

- Responsiveness to Requests from the Field
- Complete and Accurate Documentation
- Access to Management Performance Reports and System Data
- Responsiveness to Operational Needs and Stakeholder Public Safety Agencies

Following the commencement of live operations, the Authority will incorporate Dunwoody calls for service into the agreed-upon and established Quality Assurance program and provide periodic reports as outlined in that program.

SCHEDULE B

PENALTY PROVISIONS

Failure to meet the following Service Level Metrics identified in **Schedule A** shall result in financial penalties levied against the Authority:

- 911 Emergency Call Answering Performance – 90% of 911 calls answered within ten (10) seconds
- Dispatchable Call Processing and Dispatching Performance – 90% of dispatchable high priority calls ready for dispatch within sixty (60) seconds and 90% of all dispatchable calls ready for dispatch within ninety (90) seconds for those calls that ChatComm is responsible for triaging.

The intent of the financial penalty calculation mechanism is to reinforce the importance of the Service Level Metrics with a financial penalty. Failure to meet either one of these Service Level Metrics by a value 10% lower than the target performance results in a reduction of Dunwoody's monthly payment by 10%. Therefore, if both the Metrics were not met by this margin in a given month, Dunwoody's monthly payment would be lowered by 20%.

If the Metrics are missed by other percentage increments, the mathematical relationship to establish the penalty would be 0.1% of the monthly payment for each 0.1% that the Authority falls below the established 90% Metric. The table on the following page provides a visualization of this penalty provision applied against Dunwoody's monthly payment.

Continued on next page

Penalty Calculation Table					
10% of Dunwoody Payment	\$8,958.33	\$107,500.00	10% of Dunwoody Payment	\$8,958.33	\$107,500.00
	Monthly	Annual		Monthly	Annual
9-1-1 Emergency Call Answering Standard 90% or Better			Dispatchable Call Processing Standard 90% or Better		
89.9%	\$89.58	\$1,075.00	89.9%	\$89.58	\$1,075.00
89.8%	\$179.17	\$2,150.00	89.8%	\$179.17	\$2,150.00
89.7%	\$268.75	\$3,225.00	89.7%	\$268.75	\$3,225.00
89.6%	\$358.33	\$4,300.00	89.6%	\$358.33	\$4,300.00
89.5%	\$447.92	\$5,375.00	89.5%	\$447.92	\$5,375.00
89.4%	\$537.50	\$6,450.00	89.4%	\$537.50	\$6,450.00
89.3%	\$627.08	\$7,525.00	89.3%	\$627.08	\$7,525.00
89.2%	\$716.67	\$8,600.00	89.2%	\$716.67	\$8,600.00
89.1%	\$806.25	\$9,675.00	89.1%	\$806.25	\$9,675.00
89.0%	\$895.83	\$10,750.00	89.0%	\$895.83	\$10,750.00
88.9%	\$985.42	\$11,825.00	88.9%	\$985.42	\$11,825.00
88.8%	\$1,075.00	\$12,900.00	88.8%	\$1,075.00	\$12,900.00
88.7%	\$1,164.58	\$13,975.00	88.7%	\$1,164.58	\$13,975.00
88.6%	\$1,254.17	\$15,050.00	88.6%	\$1,254.17	\$15,050.00
88.5%	\$1,343.75	\$16,125.00	88.5%	\$1,343.75	\$16,125.00
88.4%	\$1,433.33	\$17,200.00	88.4%	\$1,433.33	\$17,200.00
88.3%	\$1,522.92	\$18,275.00	88.3%	\$1,522.92	\$18,275.00
88.2%	\$1,612.50	\$19,350.00	88.2%	\$1,612.50	\$19,350.00
88.1%	\$1,702.08	\$20,425.00	88.1%	\$1,702.08	\$20,425.00
88.0%	\$1,791.67	\$21,500.00	88.0%	\$1,791.67	\$21,500.00
87.9%	\$1,881.25	\$22,575.00	87.9%	\$1,881.25	\$22,575.00
87.8%	\$1,970.83	\$23,650.00	87.8%	\$1,970.83	\$23,650.00
87.7%	\$2,060.42	\$24,725.00	87.7%	\$2,060.42	\$24,725.00
87.6%	\$2,150.00	\$25,800.00	87.6%	\$2,150.00	\$25,800.00
87.5%	\$2,239.58	\$26,875.00	87.5%	\$2,239.58	\$26,875.00
87.4%	\$2,329.17	\$27,950.00	87.4%	\$2,329.17	\$27,950.00
87.3%	\$2,418.75	\$29,025.00	87.3%	\$2,418.75	\$29,025.00
87.2%	\$2,508.33	\$30,100.00	87.2%	\$2,508.33	\$30,100.00
87.1%	\$2,597.92	\$31,175.00	87.1%	\$2,597.92	\$31,175.00
87.0%	\$2,687.50	\$32,250.00	87.0%	\$2,687.50	\$32,250.00
86.9%	\$2,777.08	\$33,325.00	86.9%	\$2,777.08	\$33,325.00
86.8%	\$2,866.67	\$34,400.00	86.8%	\$2,866.67	\$34,400.00
86.7%	\$2,956.25	\$35,475.00	86.7%	\$2,956.25	\$35,475.00
86.6%	\$3,045.83	\$36,550.00	86.6%	\$3,045.83	\$36,550.00
86.5%	\$3,135.42	\$37,625.00	86.5%	\$3,135.42	\$37,625.00
86.4%	\$3,225.00	\$38,700.00	86.4%	\$3,225.00	\$38,700.00
86.3%	\$3,314.58	\$39,775.00	86.3%	\$3,314.58	\$39,775.00
86.2%	\$3,404.17	\$40,850.00	86.2%	\$3,404.17	\$40,850.00
86.1%	\$3,493.75	\$41,925.00	86.1%	\$3,493.75	\$41,925.00

SCHEDULE C**START UP AND TRANSITION COSTS**

In order to provide for the transition, startup, and operations of 911 communication services for Dunwoody, certain materials and labor will be required. As outlined in Section 10.5 of the Agreement, these should be accounted for separately and invoiced separately to Dunwoody.

The following list of materials is anticipated to be purchased for startup and operation. For any specific piece listed below, if item is unavailable, the closest equivalent item shall be purchased and Dunwoody shall be notified of the replacement.

- One (1) additional 9-1-1 trunk
- One (1) data point to point T1 between ChatComm & Dunwoody
- Two (2) CISCO 2911 routers & fxs cards
- One (1) Maxima II dispatch chair (solid arm rest)
- One (1) EMD Medical Priority full license
- Six (6) data cables (patch panel in half wall by new position, other end terminated in server room)
- Two (2) 20AMP electric circuits, TL plugs
- Two (2) extended demark cables (1-911 & 1- Data cabling)
- One (1) calltaker position furniture, LED lighting, equipment access doors, fans
- Two (2) Plantronics P10 connectors
- Six (6) Plantronics H91N headsets
- Five (5) Plantronics H81N headsets
- One (1) Dell PowerEdge 200 (Query server), Windows server 2008
- Two (2) Dell T3400 workstations (Admin & CAD), Windows 7
- Five (5) Dell 2007FP 20 inch flat screen monitors
- Three (3) Dell AX510 flat bar speakers
- Five (5) DVI-D 2 meter extension cables
- Six (6) USB 2 meter extension cables
- Three (3) Audio 6 ft extension cables
- Three (3) Motorola consolettes (1 – primary, 2 – backup)
- Two (2) Motorola MC3000 telephone remote desktop units
- Positron –
 - One (1) 911 trunk card
 - Two (2) administrative telephone lines to be added
 - One (1) calltaker workstation
 - Positron Gateway Shelf
 - Positron CAMA Interface Module
 - Backroom Position Access License
 - PBX Access License - Per Workstation
 - Power 911 Client Access License
 - Power 911 Add On Recorder for Radio
 - Power 911 Server Access License
 - Positron Admin Interface Module (AIM)
 - VIPER enabling Kit
 - Power MIS License

- Radio/Telephone interface card
- Satellite Box with Phone Jack & Volume Control
- IWS Workstation Computer (Elite8000)
- IWS Workstation software
- CAD (Sungard)
 - One (1) CAD console license
 - One (1) CAD Map display license
 - One (1) LAN client license for message switch
 - One (1) CAD AVL client license
 - One (1) CAD Resource Monitor display
 - Upgrade to message switch from 200 to 250 licenses
 - Thirty five (35) digital dispatch upgrade licenses for Mobiles
 - One (1) MCT client – Digital Dispatch
 - Thirty six (36) MCT Mapping clients
 - Thirty six (36) MCT AVL
 - Thirty six (36) Trimble AVL GPS receiver bundled packages