



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: Kimberly Greer, Assistant to the City Manager
Date: September 12, 2011
Subject: **Fire and Emergency Medical Service Dispatch IGA**

ITEM DESCRIPTION

Staff recommends entering into an Intergovernmental Agreement (IGA) with DeKalb County for the dispatch of fire and emergency medical services.

BACKGROUND

Under the City's current IGA with DeKalb County, which will terminate in October 2011, DeKalb County dispatches all police, fire, and emergency medical service calls on behalf of the City of Dunwoody. In March, the City Council authorized the Mayor to enter into an Agreement with ChatComm for the provision of enhanced 911 communication services, to include call-taking and police dispatching, following a six month transition period.

As part of the transition process, staff has been working with DeKalb County to negotiate a new IGA to provide for the continued dispatch of fire and emergency medical services calls. Additionally, the staff has facilitated meetings between DeKalb County and ChatComm to establish Standard Operating Procedures (SOPs) for the transference of those calls.

Under the negotiated IGA, the only costs City would be responsible for are those necessary to provide for the transference of fire and emergency medical service calls from ChatComm to DeKalb County.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to enter into an Intergovernmental Agreement with DeKalb County for fire and emergency medical services dispatch.

August 18, 2011

INTERGOVERNMENTAL AGREEMENT
Between
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA
For DISPATCH of FIRE, EMERGENCY MEDICAL and
ANIMAL SERVICES and ENFORCEMENT CALLS
WITHIN THE CITY LIMITS of
DUNWOODY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”) on ____ day of ____, 2011.

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

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

WHEREAS, pursuant to the terms of SB 82, City residents do not pay a special services tax to the County to defray the County’s costs associated with this Intergovernmental Agreement;

WHEREAS, the City has notified the County that it no longer intends to utilize the County’s 911 Emergency Communication Department (hereinafter referred to as “DeKalb 911”) for 911 Emergency Communications Services, and instead intends to contract with another Emergency Communications Provider to provide 911 Emergency Communications Services to City residents;

WHEREAS, the County no longer provides police services to City residents, but will continue to provide fire services, emergency medical services and animal services to City residents (hereinafter collectively referred to as “Fire/EMS/AS&E Services);

WHEREAS, the City’s Emergency Communications Provider will transfer 911 calls from City residents for Fire/EMS/AS&E Services to DeKalb 911 for dispatch and handling and the County incurs costs when providing this dispatch and subsequent handling;

WHEREAS, the City and the County desire to enter into this Intergovernmental Agreement to describe the technical upgrades, interfaces and the parties’ responsibilities, duties and payments so that 911 calls for Fire/EMS/AS&E Services are transferred in an orderly, secure, efficient and timely manner to the County for dispatch and handling; 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.

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 describe the technical upgrades, interfaces, equipment, responsibilities, duties, and costs so that 911 calls for Fire/EMS/AS&E Services are transferred in an orderly, secure, efficient and timely manner to the DeKalb 911 for dispatch and handling.

ARTICLE 2 DEFINITIONS

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

2.1 911 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 by the City or the County. 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, agency or department. This is considered the vital and necessary communications link between residents of the City, the County Fire Department, the County's Emergency Medical Service department or provider and the Animal Services and Enforcement Division. These services are also considered the vital and necessary communications link between citizens of the County and the City through consolidated, Enhanced 911 call reception and radio dispatching of requests for services. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to the City and the County field units and the County emergency medical services provider dispatched through 911.

2.2 City's Emergency Communications Provider means the Emergency Communications Department or contractor designated or retained by the City to receive and dispatch 911 calls from City residents to the City's Police Department or to DeKalb 911 for dispatch and handling by the County's Fire Department, Emergency Medical Services department or provider and the Animal Services and Enforcement Division.

2.3 DeKalb 911 means the County Emergency Communications Department that accepts and dispatches 911 calls for the unincorporated areas of the County and some of the municipalities located in the County.

2.4 Fire/EMS/AS&E Service(s) means the service(s) provided to City residents as a result of a resident's 911 call, by the County's Fire Department, Emergency Medical Services department or provider and the Animal Services and Enforcement Division.

August 18, 2011

2.5 *Transferred Call* means a 911 call originating within the City's boundaries that requires the dispatch and response of fire suppression apparatus, emergency medical service providers, animal services and enforcement units, or some other non-emergency response such as water and sewer trucks, sanitation, etc.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement begins at 0000 hours on October 3, 2011 and concludes 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 forty nine (49) years and ninety (90) days, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 SERVICES

During the term of this Agreement, the County shall provide at least the same 911 emergency dispatch for Fire/EMS/AS&E Services to the City that are provided to unincorporated DeKalb County for Fire/EMS/AS&E Services in 2011. During the term of this Agreement, the City shall provide at least the same 911 Emergency Communications Services to the County that are provided to unincorporated DeKalb County for 911 Emergency Communications Services in 2011. In any event, the City and the County shall meet the 911 service requirements for the 911 Emergency Communications Services as specified by the Georgia Emergency Management Agency. The designated services to be performed by each party to this Agreement shall be provided 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.

ARTICLE 5 EQUIPMENT

5.1 The City's Emergency Communications Provider and the City agree to provide to the County the most efficient and secure call transfer capabilities that current technology will allow. This includes, but is not limited to "Cad-to-Cad" interface and one-button transfer.

5.2 The City agrees that in its contract with the City's Emergency Communications Provider, it will include a provision whereby the City's Emergency Communications Provider agrees that all call transfers will be accompanied by a voice call to DeKalb 911 to verify that the call was successfully transferred and is being worked by the County.

5.3 The City and County agree that the person transferring a 911 call will continue to monitor that call until assurances are made that all necessary equipment has been dispatched to adequately handle the call.

5.4 All costs for interfaces and equipment necessary to provide transfer of Fire/EMS/AS&E Service calls from the City to the County shall be borne by the City.

5.5 On or before _____, the City shall ensure that the proper interface has been procured, paid for, and installed on the County's E911 system to enable the City's Emergency Communications Provider to transfer Fire/EMS/AS&E Service calls to DeKalb 911.

ARTICLE 6 CITY-COUNTY RELATIONS, EMPLOYEE STATUS, RECORDKEEPING

6.1 The City's Police Chief shall notify the County at least 90 days before any change is made to any technology used in or by any system or equipment that will impact the transfer of 911 calls to the County.

6.2 The County's Public Safety/911 Director shall notify the City at least 90 days before any change is made to any County's technology used in or by any system or equipment that will impact the transfer of 911 calls to the City.

6.3 All County employees providing services pursuant to this Agreement are and will continue to remain County employees. County employees shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All City employees providing services pursuant to this Agreement are and will continue to remain City employees. City employees shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits.

6.4 If services required or associated with this Agreement are performed by persons or entities contracting with the City or the County, including but not limited to the City's Emergency Communications Provider, and the County's EMS Provider, (hereinafter collectively referred to as "Contractor"), the City and County agree that the Contractor, its officers, agents, servants, employees and any subcontractors shall not be entitled to any City or County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by the Contractor shall be by employees of Contractor and subject to supervision by the Contractor and not as officers or employees of the County or City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits and other similar administrative procedures applicable to services rendered by the Contractor shall be those of the Contractor, not the County or the City.

August 18, 2011

6.5 The City and the County shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

ARTICLE 7 TRANSITION

The City and County 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 8 TERMINATION AND REMEDIES

8.1 The City or County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the other party.

8.2 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.

8.3 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.

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

ARTICLE 9 NOTICES

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to the County:

Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-3691, Office number
404-371-2116, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number
404-371-3024, Facsimile number

If to the City:

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:

City Attorney
41 Perimeter Center East, Ste. 250
Dunwoody, GA 30346
678-382-6700

The parties agree to give each other non-binding facsimile notice and all notices sent to the addresses listed above shall be binding unless said address is changed in writing. Future changes in address shall be effective upon written notice being given by the City Manager to the County's Executive Assistant or by the County's Executive Assistant to the City Manager via certified first class U.S. mail, return receipt requested.

ARTICLE 10 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's Governing Authority.

ARTICLE 11 NON-ASSIGNABILITY

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

August 18, 2011

**ARTICLE 12
ENTIRE 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 13
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 14
BINDING EFFECT**

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

**ARTICLE 15
INDEMNITY**

15.1 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 elected officials, officers, employees, or agents (hereinafter collectively referred to as "County Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County Employees 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 performance of any action or service required by this Agreement the City, its elected officials, 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 elected officials, officers, employees, or agents (hereinafter collectively referred to as "City Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its elected officials, 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 performance of any action or service required by this Agreement by County Employees. 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.

15.2 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.

15.3 Nothing herein shall be construed as creating any individual or personal liability on the part of any County or City Employees, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

15.4 In the event, the City requires its Emergency Communications Provider to obtain insurance, with the City named as an insured party, then the City agrees to require its Emergency Communications Provider to include the County as an additional insured on any such policy. In the event, the City requires its Emergency Communications Provider to indemnify the City in any way; the City agrees to require its Emergency Communications Provider to provide the same level of indemnity to the County.

ARTICLE 16 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 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

August 18, 2011

DEKALB COUNTY, GEORGIA

W. Burrell Ellis, Jr.
Chief Executive Officer

Barbara Sanders, CCC
Clerk of the DeKalb County, Georgia
Board of Commissioners of DeKalb
County, Georgia

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Viviane H. Ernstes
Chief Assistant County Attorney

Richard Stogner
Executive Assistant

CITY OF DUNWOODY, GEORGIA

Ken Wright
Mayor

Sharon Lowery
City Clerk (SEAL)

APPROVED AS TO FORM:

Brian Anderson
City Attorney