



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: July 8, 2019
Subject: **Approval of Second Amendment to Intergovernmental Agreement Between the City of Dunwoody, Georgia and the Chattahoochee River 911 Authority**

DESCRIPTION

The City of Dunwoody entered into an Intergovernmental Agreement with the Chattahoochee River 911 Authority on April 1, 2014, for them to provide E911 services through August 31, 2019. This five year agreement is expiring.

BACKGROUND

When the Dunwoody Police Department was formed, E911 services was provided by DeKalb County 911. On March 11, 2011, the City of Dunwoody signed an IGA with the Chattahoochee River 911 Authority, owned by the City of Sandy Springs and City of Johns Creek, to provide our E911 services.

The first amendment to this IGA was signed on April 1, 2014, for a five year term. That five year term is expiring August 31, 2019.

Staff has negotiated the second amendment to the IGA with the Chattahoochee River 911 Authority to provide E911 services for a five year term as follows:

Year 1 \$1,198,616
 \$ 100,000 One-time payment from our E911 Account

Year 2-5 Each prior year allocation with a 3% escalator applied annually

At this time, staff believes there will be sufficient funds to satisfy the financial requirements of this IGA without having to use general fund monies. The division of the cost for E911 services is based on the average of the last three years in calls for service for each City using the services of the Chattahoochee River 911 Authority with a 3% escalator added per year.

Attachment A reflects our annual cost plus the cost for the City of Johns Creek, City of Sandy Springs and the City of Brookhaven for the term of this fiver year IGA.

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6



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RECOMMENDATION

Staff recommends the City Council approve this IGA between the City of Dunwoody and the Chattahoochee River 911 Authority.

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
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Packet page:...

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DUNWOODY, GEORGIA AND
THE CHATTAHOOCHEE RIVER 911 AUTHORITY**

The Intergovernmental Agreement (“the Agreement”) entered into on April 1, 2014 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 d/b/a Chattahoochee River 9-1-1 Authority (the “Authority”), as amended by that certain First Amendment to Intergovernmental Agreement between The City of Dunwoody, Georgia and the Chattahoochee River 911 Authority, is hereby amended.

WHEREAS, the Authority has agreed to extend the Term of the Agreement to provide Dunwoody with 911 communication services to Dunwoody on a subscription basis; and

WHEREAS, this Agreement amends the cost of 911 communication services to be provided by the Authority to Dunwoody pursuant to this Agreement; 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 hereby agree to amend the Agreement as follows:

A. Within **ARTICLE 3** entitled “**TERM OF AGREEMENT**” is deleted in its entirety and replaced with the following:

- 3.1 This Agreement shall commence on March 1, 2011 and shall terminate at 2400 hours on September 1, 2024.
- 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.

B. Within **ARTICLE 4** entitled “**COMPENSATION AND CONSIDERATION**” is deleted in its entirety and replaced with the following, effective September 1, 2019:

4.1 Dunwoody shall pay the Authority annually the following amounts, payable in twelve (12) equal monthly installments:

<u>Year after September 1, 2019</u>	<u>Annual Amount</u>
1	The proportional allocation of budgeted expenditures based upon 2016-2018 average call volume (see Exhibit “A” attached). Dunwoody shall also remit \$100,000 of its E911 Fund Balance Reserves in the City’s possession to the Authority for its use.
2 – 5	Prior year allocation with 3% escalator applied annually to years 2-5 (see Exhibit “A” attached)
5 +	If not terminated per Article 3.2, to be renegotiated by the parties

The Authority will invoice Dunwoody for the monthly installment on the first (1st) day of each month for services performed during the previous month, beginning one (1) month after September 1, 2019. Dunwoody agrees to pay the monthly installment no later than fifteen (15) 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.

4.2 Should Dunwoody fail to meet its financial obligations under this Agreement, the Authority shall not withhold any 911 Emergency Communication Services from the citizens of Dunwoody as a remedy against 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 14.1 or 14.2.

- 4.3 The Authority shall not have the power to force Dunwoody to pay more than (see Exhibit "A" attached) 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.

IN WITNESS WHEREOF, the Authority and Dunwoody have caused this Second Amendment to the Agreement through their duly authorized officers on this _____ day of _____, 20__.

THE AUTHORITY

ATTEST:

Wendell Willard
Authority Chairman
(SEAL)

Toni Boyd
Authority Secretary

Approved as to Form:

Approved as to Substance:

Ray S. Smith, III
Authority Attorney

Name
Title

DUNWOODY, GEORGIA

ATTEST:

Denis Shortal
Mayor

Sharon Lowery
City Clerk (SEAL)

Approved as to Form:

Approved as to Substance:

Cecil McLendon
City Attorney

Eric Linton
City Manager



CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	7,043,728	7,429,950	7,455,869	8,105,534	7,715,216	7,877,172

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	7,043,728	7,429,950	7,455,869	8,105,534	7,715,216	7,877,172

NET CHANGE IN FUND BALANCE 0 0 0 0 0 0 0

FUND BALANCE BEGINNING OF YEAR 0 0 0 0 0 0 0

FUND BALANCE END OF YEAR 0 0 0 0 0 0 0

3-Year Call Volume

3% Annual Escalator