



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: August 28, 2023

Subject: Approval of MOU Between the City of Dunwoody and the DeKalb County School District for Automated Speed Enforcement in School Zones

ACTION

Authorize the City Manager to sign a Memorandum of Understanding between the City of Dunwoody and the DeKalb County School District on the use of Automated Speed Enforcement (ASE) in school zones.

BACKGROUND/SUMMARY

On February 24, 2020, the City of Dunwoody signed a contract with RedSpeed for the installation and implementation of our Automated Speed Enforcement cameras in our school zones.

As you know, our department receives consistent and pervasive complaints about speeding in school zones. As much as possible, speed enforcement is conducted in various school zones daily using our Crime Response Team as well as Officers from Uniform Patrol. These enforcement efforts are manpower and resource intensive. Technology provides an effective and efficient alternative.

The sole purpose of an automated speed enforcement program in our school zones is to address the constant school zone speeding problem in three school zones by using technology with the objectives of increasing student safety, changing driver behavior, and reducing speeding complaints.

A permit for automated speed enforcement must be applied for through the Georgia Department of Transportation. The applicant for the permit is the DeKalb County School District. Since 2020, the Cities of Dunwoody, Brookhaven, Chamblee, and Doraville have all worked with various members of the DeKalb



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County School District to come to an agreement on an MOU to govern the implementation of an automated speed enforcement program in our school zones.

After a recent discussion between the Chief of Police of Brookhaven and the new DeKalb County School District Superintendent, Dr. Horton, an agreement between them has been reached.

The MOU up for your consideration today mirrors that agreement. The MOU outlines each parties responsibility and provides a 10% share of the revenue generated to the DeKalb County School District to be used for law enforcement and public safety initiatives as defined under O.C.G.A. 40-14-18(m).

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to sign the Memorandum of Understanding between the City of Dunwoody and the DeKalb County School District for automated speed enforcement in school zones.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF DUNWOODY AND
DEKALB COUNTY SCHOOL DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Dunwoody, Georgia (the “City”) and the DeKalb County School District (“DeKalb Schools”).

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which a school zone automated speed enforcement (“ASE”) program will function.

3. **Term.** This MOU shall be effective upon the date when last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for ten years.

4. **Conditions.**

Responsibilities of the City:

- a. Implement the ASE program through a contract with a third-party service provider for ASE services;
- b. Be responsible for approval and issuance of all speeding citations regarding the ASE program;
- c. Be responsible for adjudication of all speeding citations through the municipal court system;
- d. Take part in a press conference designed to notify the public of the ASE program; and
- e. Work with DeKalb Schools on Public Information & Education efforts.

Responsibilities of DeKalb:

- a. Complete and sign in a timely manner all required documents to obtain DOT permits for ASE in the school zone(s);
- b. Conduct a press conference to notify the public of the upcoming ASE program to include safety information, program duration, etc.;
- c. Work with the City to distribute pamphlets, & brochures to parents regarding the program; and
- d. Issue ongoing press releases throughout the duration of the program related to its effectiveness.

5. **Responsibilities of ASE Service Provider**

The City has contracted with RedSpeed for ASE services. The City shall ensure that Red Speed shall:

- a. Assist in obtaining DOT permit(s)

- b. Be responsible for all equipment installation/deployment, maintenance and repair;
- c. Supply brochures, and pamphlets containing safety and program information;
- d. Assist in PI&E efforts throughout the program; and
- e. Provide all services as outlined in contract between RedSpeed and the City.

6. Revenue Share

DeKalb Schools shall receive ten percent (10%) of the revenue received by the City from the ASE program. Such payment to DeKalb Schools shall be paid by the City by the 15th of the month for the previous month's receivables.

All funds received by the City of Dunwoody and DeKalb County Public School System shall be used for law enforcement and public safety initiatives as defined under O.C.G.A. § 40-14-18(m).

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be DeKalb County, Georgia.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CITY OF DUNWOODY

By: _____

Name: _____

Title: _____

Date: _____

DEKALB COUNTY PUBLIC SCHOOL SYSTEM

By: _____

Name: _____

Title: _____

Date: _____



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To: Mayor and City Council
From: Richard McLeod, Director of Community Development
Date: August 28, 2023
Subject: Contract Amendment to the Municipal Services Contract for Planning and Zoning Services

ACTION

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to amend the contract with the Collaborative to reflect internal staffing changes

SUMMARY DETAILS

The contract for Planning & Zoning services has been previously amended three times. The attached fourth amendment will formalize the following changes to accommodate departmental staffing needs:

Return the Senior Planner position to 30 hours from 40 hours per week due to enrollment in graduated school. This amendment will last until December.

STAFF RECOMMENDTION

Staff recommends **APPROVAL**.

ATTACHMENTS

Contract Amendment

MULTI-YEAR CONTRACT
The Collaborative SERVICE PROVIDER CONTRACT
RFP 20-04 MUNICIPAL SERVICE PROVIDER
AMENDMENT No. 4
PLANNING AND ZONING (P&Z) STAFF MODIFICATION

The Contract is hereby amended in accordance with the Contract, Appendix D—Cost Table, paragraph three as follows:

The purpose of Amendment No. 4 is to reduce the Senior Planner position from 40 hours to 30 hours per week for the period September to December 2023.

The following cost table reflects the above labor category change.

| Position | FTE Equiv | 2021 Direct Labor | 2022 Direct Labor | 2023 Direct Labor | 2024 Direct Labor | 2025 Direct Labor | Burden Ratio | Profit Ratio | Not-To-Exceed Price |
|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|--------------|---------------------|
| P&Z/Deputy CD Director | | \$105,000 | \$107,625 | | | | 67.50% | 13.23% | \$384,282 |
| Senior Planner | 1.0 to .75 | \$75,000 | \$72,070 | \$65,598 | \$80,767 | \$82,786 | 67.50% | 13.23% | \$679,954 |
| Planner II | 1.0 | \$65,000 | \$66,625 | \$68,291 | \$69,998 | \$71,748 | 67.50% | 13.23% | \$617,493 |
| Planner I | 1.0 | \$52,000 | \$53,300 | \$54,633 | \$55,998 | \$57,398 | 67.50% | 13.23% | \$493,994 |
| Planner II (Econ Dev) | .40 | | \$21,320 | \$26,000 | \$26,650 | \$27,316 | 67.50% | 13.23% | \$183,057 |
| Planner I (Com Dev) | .36 to 0 | | \$4,805 | | | | 67.50% | 13.23% | \$8,684 |
| Planning Tech/Admin | 1.0 | \$50,000 | \$51,250 | \$52,531 | \$53,845 | \$55,191 | 67.50% | 13.23% | \$474,995 |
| Arborist (On-demand) | .30 | \$18,000 | \$18,450 | \$18,911 | \$19,384 | \$19,869 | 67.50% | 13.23% | \$170,998 |
| Code Enforcement Officer | 1.0 | | \$105,000 | \$107,625 | \$110,316 | \$113,073 | 67.50% | 13.23% | \$788,019 |
| Total | 5.5 approx | \$365,000 | \$500,445 | \$393,589 | \$416,957 | \$427,381 | | | \$3,801,477 |

All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date of Execution _____

Approved as to form:

City Attorney

Attest:

City Clerk

THE COLLABORATIVE

By: _____

Title: _____

Date of Execution: _____