

### **Fulton County Board of Commissioners**

# **Agenda Item Summary**

**BOC Meeting Date** 7/19/2017

Requesting Agency

**Commission Districts Affected** All Districts

**Emergency Communications 911** 

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Request approval of an Intergovernmental Agreement between Fulton County and the Fulton County School Board, for the provision of 9-1-1 Emergency Communications Services, effective October 1, 2017 through December 31, 2017 with four (4) renewal options commencing on January 1 of each successive year, in the amount of \$258,844.00 annually. This amount is an increase to Fulton County for services provided.

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? (If yes, note strategic priority area below)

Yes

All People are safe

## Is this a purchasing item?

## Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Request approval to enter into an Intergovernmental Agreement (IGA) with the Fulton County School Board for the provision of 9-1-1 Emergency Communications Services to provide the vital and necessary communications link between Fulton County School Police and the Fulton County Department of Emergency Services 911 through the use of the County's consolidated emergency and non-emergency call reception and radio dispatching of requests for police, medical, fire, and other public safety services, and initiation of the appropriate response action. It is desirable to enter into an agreement to provide Dispatch services within the boundaries of Fulton County Schools through December 31, 2021. The IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the Fulton County School Board. Inter-Governmental agreements exist for this service with the cities of Chattahoochee Hills, Fairburn, Palmetto, Union City, and the Chattahoochee River National Recreation Area.

The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three (3) 8-hour shifts each day from which the services contemplated under this intergovernmental will be rendered.

The County is entitled to impose an annual subsidy for dispatch services of \$258,844.00. The annual subsidy received from the Fulton County School Board is revenue in support of the cost associated with providing service as outlined in the Intergovernmental Agreement.

| Agency Director Approval                             |                    | County Manager's |
|--|--------------------|------------------|
| Typed Name and Title Joseph Barasoain, E911 Director | Phone 404-612-7904 | Approval         |
| Signature  | Date May 24, 2017  |                  |

Revised 03/12/09 (Previous versions are obsolete)

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The Board of Commissioners, at the meeting on September 19, 2012 (Item #12-0775) approved the provision of 9-1-1 Emergency Communications Services with Fulton County School Board.

**Contract & Compliance Information** 

(Provide Contractor and Subcontractor details.)

Click here to enter text.

| Agency Director Approval                             |                    | County Manager's |
|--|--------------------|------------------|
| Typed Name and Title Joseph Barasoain, E911 Director | Phone 404-612-7904 | Approval         |
| Signature  | Date May 24, 2017  |                  |

Revised 03/12/09 (Previous versions are obsolete)

| <b>7-0555</b>               | NON-MFBE       | MBE                                     | FBE              | TOTAL  |
|-----------------------------|----------------|---|------------------|--|
| Information                 | INOIN IIII BE  | .   1115                                |                  | IOIAL  |
| No. Bid Notices Sent:       |                |   |                  |  |
| No. Bids Received:          |                |   |                  |  |
|                             |                |   |                  |  |
| <b>Total Contract Value</b> |                |   |                  |  |
| Total M/FBE Values          |                |   |                  |  |
| <b>Total Prime Value</b>    |                |   |                  |  |
|                             |                |   |                  |  |
| Fiscal Impact / Fundin      | g Source       | (Include projected source of funds, an  |                  | get amount and account number,<br>g requirements.) |
| Impose an annual subsi      | dy for dispate | ch services of \$25                     | 58,844           |  |
| Exhibits Attached           |                | (Provide copies of exhibits in the uppe | •                | xhibits consecutively, and label all               |
| Exhibit I: Intergovernme    | ntal Agreeme   |   | 3 ,              |  |
| Source of Additional li     | nformation     | (Type Name, Title,                      | Agency and Phone | ·)   |
| Treachous Bailey, E911      |                |   |                  |  |

| Agency Director Approval                             |                    | County Manager's |
|--|--------------------|------------------|
| Typed Name and Title Joseph Barasoain, E911 Director | Phone 404-612-7904 | Approval         |
| Signature  | Date May 24, 2017  |                  |

Revised 03/12/09 (Previous versions are obsolete)

# Continued

| Previous Contracts:    |  |  |  |  |
|------------------------|--|--|--|--|
| Yes                    |  |  |  |  |
| Submitting Agency:     |  | Contac   | ct Phone:  |  |
|                        |  |  | 12-7900  |  |
| n of 9-1-1 Emergency ( | Communications Service   | ces  |  |  |
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| .\$258,844.00          | Amount: .  | %: .   |  |  |
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|                        | ☐ In-Kind  |  |  |  |
|                        | ☐ Approval to A  | ward   |  |  |
|                        | ☐ Apply & Acce   | ept  |  |  |
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| 12/31/2021             |  |  |  |  |
| Renewal/Extension To   | erms:  |  |  |  |
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| (00 1101 6             | edit below this line)  |  |  |  |
| partment:              | Barasoain, JosephJ   | oseph  | Date: 5/24/2017  |  |
|                        | · · · · · · · · · · · · · · · · · · ·  |  | 5/24/2017  |  |
| X County Attorney:     |  |  | 1 - 1  |  |
| y:                     | Jackson, Alfred  |  | Date: 5/24/2017  |  |
| *                      |  |  | Date: 5/24/2017<br>Date: .   |  |
| ntract Compliance:     | Jackson, Alfred  |  | Date: .  |  |
| *                      | Jackson, Alfred  |  |  |  |
|                        | Yes Submitting Agency: .Emergency Services n of 9-1-1 Emergency (  FINANC  Ount:\$258,844.00 .\$258,844.00  nmary: | Submitting Agency: .Emergency Services .Latisha Schofield n of 9-1-1 Emergency Communications Service  FINANCIAL SUMMARY  MBE/FBE Participation Amount: .Amount: .Amount: .Amount: .Amount: .Amount: .Amount: .Amount: .Amount: .Funding Line 2: .Employed Access .  KEY CONTRACT TERMS  Funding & APPROVALS (Do not edit below this line) | Submitting Agency: Emergency Services I. Latisha Schofield I. 404-6 In of 9-1-1 Emergency Communications Services  FINANCIAL SUMMARY  MBE/FBE Participation: Amount: Amount: Amount: Services  FINANCIAL SUMMARY  MBE/FBE Participation: Amount: Amoun |  |

# INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATIONS SERVICES BETWEEN FULTON COUNTY, GEORGIA and FULTON COUNTY SCHOOL POLICE, GEORGIA

| THIS INTERGOVER         | NMENTAL AGREE           | MENT ("Agreement"), by       | and between Fulton          |
|-------------------------|-------------------------|------------------------------|-----------------------------|
| County, Georgia ("Co    | ounty"), a political si | ubdivision of the State of C | Seorgia, acting by and      |
| through its duly electe | ed Board of Commis      | ssioners, and the Fulton C   | ounty Schools Police,       |
| Georgia (hereinafter    | "School Board"), a      | a political subdivision of   | the State of Georgia,       |
| entered into this       | day of                  | , 2017.                      | ortic retribut one laborite |

#### WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the Fulton County School Board to provide use of the Fulton County Radio Communications System; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and School Police desire to enter into a Agreement (the "911 IGA") for the County to provide Dispatch services within the boundaries of Fulton County for a term of three (3) months, from October 1, 2017 through December 31, 2017, with four (4) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 Agreement establishes the cost of public safety radio dispatch services to be provided by the County to the Fulton County School Police pursuant to this Agreement; and

WHEREAS, the County and the School Police desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of the County; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

#### PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between Fulton County Schools and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests for public safety services for a term of three (3) months, from October 1, 2017 at 0000 hours and concluding at 2400 hours on December 31, 2017 with four (4) automatic renewals commencing on January 1, 2018 of each successive year. This Agreement shall terminate at 2400 hours on December 31 2018, 2019, 2020, and 2021. No automatic renewal shall occur after December 31, 2021.
- 1.2 Fulton County therefore agrees to provide Fulton County School Police with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

#### **ARTICLE 2**

#### **DEFINITIONS**

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

- 2.1 **Call-For-Service** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 **Communications Officer** means any employee of the Fulton County Emergency Services-911 Department, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 **Contract Administrators** means the Director of the Fulton County Emergency Services-911 Department, or the designee of such Director for the COUNTY, and the School Board Administrator, or the designee of such Administrator of the Schools. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY hereunder.

- 2.4 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 between citizens and Fulton County Emergency Services 911 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 Fulton County public safety field units and the Fulton County private ambulance services dispatched via telephone notification to Rural Metro Dispatch Center.
- 2.5 Emergency Communications-911 Department ("Department") means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 **Emergency Medical Priority Dispatch System** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 Enhanced 911 Emergency Telephone Number System means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 Fire Department means the Fire Rescue Departments serviced by the FCECC.
- 2.9 **Police Department** means the Law Enforcement Departments serviced by the FCECC.
- 2.10 **Public Safety Answering Point ("PSAP")** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.
- 2.11 Staffing Levels means the availability of communications officers to handle calls for service from the Fulton County School Police. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation.

#### TERM OF AGREEMENT

The term of this Agreement is for three (3) months, from October 1, 2017, at 0000 hours and concluding on December 31, 2017 with four (4) automatic renewals annually commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31 2018, 2019, 2020, and 2021. No automatic renewal shall occur after December 31, 2021. At the conclusion of the last term (2400 hours on December 31, 2021), Fulton County School Police will be solely responsible for providing all public safety answering point services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The parties will meet annually before January 1 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the Fulton County School Board.

The parties agree that the School Board may, upon sixty (60) days notice to the County, terminate this agreement upon its determination that it wishes to provide its own emergency communications services or provide for emergency communications services by other means.

Fulton County may terminate this Agreement for its convenience at any time upon 60 days written notice to the School Police. The School Police shall be entitled to receive reimbursement for fees received for services beyond the 60 day period.

#### **ARTICLE 4**

#### COMPENSATION AND CONSIDERATION

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume and cost of services described herein below in sub-paragraph 5.4 and Exhibit A, the County remains entitled to impose an annual cost for dispatch services of \$258,844, as provided by O.C.G.A. § 46-5-134. Full Payment is due at the time of execution of this agreement and annually 30 days prior to renewal. Payments not received 30 days prior to renewal date will incur a 15% late penalty.
- 4.2 Fulton County will provide a 60-day notice of a change in the cost of service requiring an increase or decrease in the annual fee. At the time of the change, the School Police will receive said notice as an amendment to Exhibit A, which shall be incorporated into the agreement and the prorated share will be due within 30 days of the effective date of the change. Credits for a decrease in costs will be reconciled annually, during the renewal period.

#### **ARTICLE 5**

#### **EMERGENCY COMMUNICATIONS SERVICES**

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three (3) 8-hour shifts each day from which the services contemplated under this

Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

- 5.2 Based upon the volume of calls originating from Fulton County School Police, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of the Fulton County Emergency Services-911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24 hour period in Fulton County.
- 5.3 The Director of the Fulton County Emergency Services-911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan PSAP like the Fulton County Emergency Services-911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond on average, to 911 calls or public safety requests emanating from Fulton County School Police, with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

#### **ARTICLE 6**

#### EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the Fulton County School Police, all necessary 800 MHz trunked radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement. This agreement does not include access to 800 MHz radio system; therefore, an additional agreement is required.

#### ARTICLE 7

#### **EMPLOYMENT STATUS**

7.1 All emergency communications officers, as well as any other Fulton 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. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications-911 Department.

- In the event the School Board Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the School Police, the Board Administrator or designee shall discuss the concerns with the Director of the Fulton County Emergency Communications-911 Department.
- 7.3 Fulton County Emergency Services-911 Department employees will not be specifically assigned as call takers. Because the County operates a consolidated center, the E-911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens in Fulton County. Accordingly, the number of employees needed by call volume has been estimated, but not assigned to specific employees.

#### RECORDKEEPING AND REPORTING

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq.
- 8.2 The Director of the Fulton County Emergency Services-911 Department shall prepare and deliver monthly reports to the School Board Administrator or designee. The reports shall describe the volume of 911 calls for service, identification of the service location, responding unit, and nature of the incident, and processing times for calls originating from the Fulton County School Police.
- 8.3 Except as limited by a provision of state or federal law, the School Police may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

#### **ARTICLE 9**

#### ANCILLARY SERVICES

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the School Police pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E-911 reception and radio dispatch, ancillary services provided by the Emergency Services-911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, 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.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The Fulton County School Police will be required to participate in committee meetings as well as utilize the committee for the School Police Department's compliance with the requirements as provided for within state law.

#### **ARTICLE 10**

#### SCHOOL BOARD-COUNTY RELATIONS

- 10.1 The Director of the Fulton County Emergency Services-911 Department, or his/her designee, will notify the County Manager and School Board Administrator in the event of a significant emergency communications or emergency management situation within the jurisdiction of School Police. The Director of Fulton County Emergency Services-911 Department and School Board Administrator shall designate the types of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the School Board Administrator shall be notified consistent with the notification by the Fulton County Emergency Communications-911 Department to the County Manager.
- 10.2 At the request of the School Board Administrator, the Director of the Fulton County Emergency Services-911 Department or that official's designee shall be available to attend Fulton County School Board Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

#### ARTICLE 11

#### TRANSITION

- 11.1 In the event of the termination for default or expiration of this Agreement, the County and the School Police shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors.
- 11.2 The Director of the Fulton County Emergency Services-911 Department or his/her designee shall present a transition plan to the School Board within thirty (30) days of the conclusion of this Agreement to facilitate the transition.
- 11.3 The County and School Police agree that 30 days prior to implementation of this Agreement, the School Board Administrator and County Manager or their designees will meet and confer to effect a smooth transition.

#### **EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:
  - 13.1.1 The County repeatedly disregards local priorities established by the School Board Administrator which the County is required to observe by this Agreement and which have been communicated in writing by action of the School Board Council to the County on more than one occasion.
  - 13.1.2 The County does not maintain sufficient personnel in the Emergency Communications-911 Department to handle the volume of public safety requests as required by Article 5.
  - 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the School Board Council to County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the School Board as follows:
  - 13.2.1 Failure of the School Police to establish specific, objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services-911.

#### **ARTICLE 13**

#### TERMINATION AND REMEDIES

- 14.1 The School Board or County may terminate this Agreement for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this article.
- 14.2 If an event of default occurs, in the determination of the School Board, the School Board shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the School Board reasonable satisfaction within a sixty (60) day period. The School Board may grant additional time to cure the default, as the School Police may deem appropriate, without waiver of any of the School Board rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the School Board prescribes.
- 14.3 If an event of default occurs, in the determination of the County, the County may notify the School Board in writing specify the basis for the default and advise the School Board that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the

cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the School Board has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

- 14.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

#### ARTICLE 14

#### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

#### 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 County:

Richard "Dick" Anderson, County Manager

141 Pryor Street, SW, Suite 10000

Atlanta, Georgia 30303

404-612-4500

404-730-6705 (Facsimile)

If to the School Board:

6201 Powers Ferry Road, NW

Atlanta, Georgia 30339

470-254-0599

470-254-1232 (Facsimile)

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#### NON-ASSIGNABILITY

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

#### **ARTICLE 17**

#### **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.

#### **ARTICLE 18**

#### SEVERABILITY

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 effects as if the invalid provision or portion of the provision were not part of this Agreement.

#### **ARTICLE 19**

#### BINDING EFFECT

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

#### **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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

IN WITNESS HEREOF, the parties hereto have set their hands and seals

| FULTON COUNTY, GEORGIA                                       | ATTEST:  |
|--|--|
| John Eaves, Chairman<br>Fulton County Board of Commissioners | Clerk (SEAL)<br>Fulton County Board of Commissioners |
| Approved as to Form:   |  |
| Fulton County Attorney                                       | Richard "Dick" Anderson<br>Fulton County Manager     |
| Approved as to Substance:                                    |  |
| Joseph Barasoain, Director                                   |  |

Fulton County Schools Police, GEORGIA

**Fulton County Emergency Services 911** 

Dr Jeff Rose, Superintendent Fulton County Schools

Melvin Dean, Chief of Police Fulton County Schools

## Exhibit "A"

# Dispatch Position- South City console (shared)

| Fulton County Full Time Equivalency (FTE)   | 3  |     |
|---|--|-----|
| Average Dispatch Salary (Communications Officer)  | \$48,000                                 |     |
| Benefits  | \$20,640                                 | 43% |
| Pay Differential  | \$4,320                                  | 9%  |
| Shift Differential  | \$2,880                                  | 6%  |
| Overtime annual Personnel Expenses per FTE (supplies, equipment,  | \$2,000                                  |     |
| uniforms, misc.)  | \$1,500                                  |     |
| Cost per FTE  | \$79,340                                 |     |
| Dispatch Position Personnel Cost (Cost per FTE X6) Administrative Support Costs-  | \$238,020                                |     |
| Management/CAD/Reports/etc.   | \$1,200,000                              |     |
| Total Cost for dispatch position  | \$1,438,020                              |     |
| Cost % (based upon 80,000 incidents)  | 18%                                      |     |
| Annual Cost for Dispatch Services   | \$258,844                                |     |
| Alarm Monitoring Services   | included                                 |     |
| Notification Services   | included                                 |     |
| The cost increase also includes 75 CAD licenses for mobile laptops and/or school desktops for officers. It also includes the licenses for admin staff to access CAD from HQ's | \$1,000 x<br>80=<br>\$80,000<br>included |     |
| Alarms for all school buildings   |  |     |
| Fulton County School Board Alarms - # of alarms   | 122                                      |     |
| Per Month   | \$3,660                                  |     |
| Per Year  | \$43,920                                 |     |