

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF
BACK-UP 9-1-1 SERVICE
between
FULTON COUNTY, GEORGIA and
DOUGLAS COUNTY, GEORGIA**

This agreement is made and entered into on this _____ day of _____, 2024, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the “County”), and Douglas County, Georgia, a governmental authority authorized to do business in the State of Georgia, (hereinafter “County”);

RECITALS

Whereas, both Fulton County and Douglas County control and operate 911 systems within their respective jurisdictions;

Whereas, the respective emergency 911 systems are capable of receiving emergency calls and dispatching and coordinating responsive units to the scene of an emergency;

Whereas, these emergency 911 systems are a critical link in the ability of Fulton County and Douglas County to ensure that necessary emergency services are promptly provided to citizens and visitors in need;

Whereas, it is critical to the health, safety and welfare of the citizens of Fulton County and Douglas County that the 911 systems serving those jurisdictions are not impaired or otherwise taken “off line” in the event of mechanical or electrical failure, 911 center evacuation, or other events that temporarily render the 911 emergency system unusable;

Whereas, the 911 systems in Fulton County and Douglas County are configured such that in the event of a 911 services failure, all 911 calls in a jurisdiction can be immediately re-routed to the 911-dispatch center of the other jurisdiction, such that there would be no loss in 911 service, which will establish a back-up center; and

Whereas, Fulton County and Douglas County desire to execute this Memorandum of Understanding to memorialize their respective agreement and acknowledgement that in the event that either Fulton County or Douglas County experience a loss of 911 service, irrespective of the reason, that said 911 service shall immediately be rerouted to the jurisdiction that still has 911 capability until such time as the 911 service in the other jurisdiction is restored.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, this agreement is effective upon Board of Commissioners (BOC) approval for Fulton County and Douglas County through December 31, 2024, with five (5) renewal options ending December 31, 2029, with the agreement to:

- (1) The affected Center will contact AT&T to implement the Disaster Recovery Plan and re-route 9-1-1 calls to the back-up center.

- (2) Both 9-1-1 Centers will activate their Emergency Notification systems to notify internal and external stakeholders of the transfer of services.
- (3) During the period of the outage and until the affected center personnel arrive at the back-up location, the non-affected center will receive and relay emergency and non-emergency 9-1-1 calls on behalf of the affected Center.
- (4) Calls will be relayed to the affected center via the designated telephone line or radio talk group until their personnel arrive at the back-up center.
- (5) The affected 9-1-1 center personnel will report to the back-up 9-1-1 center within 30 minutes of the loss of 9-1-1- Service.
- (6) The Back-up Center will provide facility access to the building, 9-1-1 Center, assigned workstations, and interoperable talk groups.
- (7) During the outage, the affected 9-1-1 Center will document service requests on CAD Cards.
- (8) Upon restoration of operations, the affected center will make the proper notifications and perform the appropriate catch-up operations to synchronize data in the relevant computer-aided dispatch systems.
- (9) In the event of a radio system failure, both centers agree to the utilization of the other centers' system on the designated talk group(s).

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a 30 day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. Fulton County and Douglas County reserve all available remedies afforded by law to enforce any term or condition of this Agreement. Either party shall have the right to terminate for convenience, this agreement with a 60-day notice to the other party.

INDEMNIFICATION:

It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Douglas County defend, indemnify, and hold harmless Fulton County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Fulton 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 Douglas County, its employees, officers, and agents. Fulton County shall promptly notify Douglas County of each claim, assert all statutory defenses, cooperate with Douglas County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Douglas County participation.

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 term of this Agreement

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

WHEREFORE, the parties having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R, Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Soo Jo, Attorney
Fulton County Attorney's Office

Chris Sweigart, Director
Fulton County Emergency Services

DOUGLAS COUNTY, GEORGIA

ATTEST:

Romona Jackson Jones, Chairman
Douglas County Board of Commissioners

Lisa Watson, Clerk (SEAL)
Douglas County Board of Commissioners

APPROVED AS TO FORM:

County Attorney's Office

Katrina Harley, Director
Douglas County 911