

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

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the Fulton County Schools Police, Georgia (hereinafter “School Board”), a political subdivision of the State of Georgia, entered into this _____ day of _____, 2022.

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 new Intergovernmental Agreement (the “911 IGA”) for the County to provide a public safety answering point within the boundaries of Fulton County for a term of twelve (12) months, from January 1, 2022 through and including December 31, 2022, with four (4) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 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 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:

ARTICLE 1

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 of public safety services for a term of twelve (12) months, from January 1, 2022 at 0000 hours and concluding at 2400 hours on December 31, 2022 with four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31 2023, 2024, 2025, and 2026. No automatic renewal shall occur after December 31, 2026.

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 Department of Emergency Services-911, 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 Department of Emergency Services-911, 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 between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 **Emergency Services 911 ("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 and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 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 FCDES.

2.9 **Police Department** means the Law Enforcement Departments serviced by the FCDES.

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 in as much 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 of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement is for twelve (12) months, from January 1, 2022, at 0000 hours and concluding on December 31, 2022 with four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31 2023, 2024, 2025, and 2026. No automatic renewal shall occur after December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), 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 on or 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, at any time, 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.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4 , the County is entitled to impose an annual cost for dispatch services of \$258,844, as provided by O.C.G.A. § 46-5-134. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from the School Board.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the School Board for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The School Board agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1% per month or part thereof for any payment that is delinquent.

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 two (2) 12-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 shifts and may be modified by the Director of the Fulton County Department of Emergency Services-911 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 Department of Emergency Services-911 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 Public Safety Answering Point PSAP like the Fulton County Department of Emergency Services-911, 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 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 digital 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 Department of Emergency Services -911.

7.2 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 Department of Emergency Services-911.

7.3 Fulton County Department of Emergency Services-911 employees will not be specifically assigned as call takers for Fulton County School Police, 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 of Fulton County. Accordingly, the number of employees needed by call volume has been estimated, but not assigned to specific employees.

ARTICLE 8

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 Department of Emergency Services-911 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 Department of Emergency Services-911 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 Department of Emergency Services-911, 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 Department of Emergency Services-911 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 Department of Emergency Services-911 to the County Manager.

10.2 At the request of the School Board Administrator, the Director of the Fulton County Department of Emergency Services-911 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 of the School Board.

11.2 The Director of the Fulton County Department of Emergency Services-911 or his/her designee shall present a transition plan to the School Board within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the School Board.

11.3 The County and School Police agree that ninety (90) days prior to the expiration of this Agreement, the School Board Administrator and County Manager or their designees will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

- 12.1 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 the School Board defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the 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 School Board, its employees, officers, and agents. The County shall promptly notify the School Board of each claim, assert all statutory defenses, cooperate with the School Board in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the School Board's participation.
- 12.2 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.

ARTICLE 13

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 Department of Emergency Services-911 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 14

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 Board 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 15

AMENDMENTS

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

ARTICLE 16

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

404-612-8335

404-612-0350 (Facsimile)

With a copy to:

Kaye Burwell, Interim County Attorney

141 Pryor Street, SW,

Suite 4038

Atlanta, Georgia 30303

404-612-0251

404-730-6324 (facsimile)

If to the School Board:

6201 Powers Ferry Road, NW

Atlanta, Georgia 30339

470-254-0599

470-254-1232 (Facsimile)

ARTICLE 17

NON-ASSIGNABILITY

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

ARTICLE 18

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 19

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 20

BINDING EFFECT

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

ARTICLE 21

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.

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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

Approved as to Form:

Kaye Burwell, Interim
County Attorney

Approved as to Substance:

Chris Sweigart, Director
Department of Emergency Services 911

Fulton County Schools Police, GEORGIA

Dr. Mike Looney
Superintendent
Fulton County Schools

Mark Sulborski, Chief of Police
Fulton County Schools