

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF
BACK-UP 9-1-1 SERVICE**

**between
FULTON COUNTY, GEORGIA and
THE CITY ATLANTA, GEORGIA**

This agreement is made and entered into on this 4 day of September, 2024, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of Atlanta, a governmental authority authorized to do business in the State of Georgia, (hereinafter "City");

RECITALS

Whereas, both Fulton County and the City of Atlanta 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 City of Atlanta 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 City of Atlanta 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 the County and City 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 City of Atlanta desire to execute this Memorandum of Understanding to memorialize their respective agreement and acknowledgement that in the event that either County or City experience a loss of 911 service, irrespective of the reason, that said 911 service shall be immediately 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 for five (5) years, beginning January 1, 2024 and 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. The County and City reserve all available remedies afforded by law to enforce any term or condition of this Agreement. Either party shall have the right to terminate this agreement with a 60 day notice to the other party.

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, they do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:




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



APPROVED AS TO FORM:

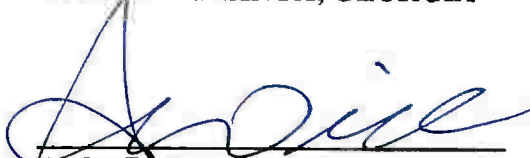


Y. Soo Jo
County Attorney



Chris Sweigart, Director
Fulton County Emergency Services

CITY OF ATLANTA, GEORGIA



Andre Dickens, Mayor
City of Atlanta

ATTEST:



Municipal Clerk (SEAL)

APPROVED AS TO FORM:

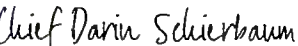
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City Attorney

DocuSigned by:



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Darin Schierbaum, Police Chief
City of Atlanta Police Department

DocuSigned by:



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Desiree Arnold, Director
City of Atlanta 911

ITEM # 74-0560 FRM 9/4/24
FIRST REGULAR MEETING