



Fulton County Board of Commissioners  
**Agenda Item Summary**

# 18-0910

**BOC Meeting Date**

12-19-18

**Requesting Agency**

Emergency Communications 911

**Commission Districts Affected**

All Districts

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

Request approval of an Intergovernmental Agreement between Fulton County and the City of Johns Creek, for the provision of the Digital 800 MHz Radio System Access, January 1, 2019 through December 31, 2019 with three (3) automatic renewals commencing January 1 of each successive year, ending December 31, 2022 in the amount of \$103,038 annually for years 2019 and 2020 and \$108,714 annually for years 2021 and 2022. This amount is a revenue 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?**

No

**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 City of Johns Creek. It is desirable to have a unified system to include entities on the system that affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens of the City of Johns Creek. The ability of public safety providers, police, fire, and EMS to communicate by radio on a common radio system increases the response effectiveness of first responders to emergency calls for service and mutual aid agencies that may be called upon to assist in the response. This agreement will allow City of Johns Creek 258 radio units and 4 console units access to operate on the Fulton County Digital 800 MHz radio system to handle calls for service within the City of Johns Creek and provide interoperable communications when called upon by other Fulton County public safety agencies.

The City of Johns Creek will pay Fulton County \$371.00 per radio or \$95,718 for 258 radios and \$1,830 per console unit or \$7,320 annually for 4 console units for years 2019 and 2020 and \$393.00 per radio or \$101,394 and \$1,850 per console unit or \$7,320 annually for years 2021 and 2022 to operate on the digital radio system. The per radio and console unit access fee will be used to support the annual maintenance, upgrade, and replacement of the Fulton County 800 MHz Public Safety Radio System. Fees received from the City of Johns Creek for Digital 800 MHz radio system access is revenue in support of the recurring maintenance cost of the digital radio system.

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Joseph Barasoain, E911 Director	<b>Phone</b> 404-612-7904	
<b>Signature</b>	<b>Date</b> 10/11/2018	

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

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

Agency Director Approval		County Manager's Approval
Typed Name and Title Joseph Barasoain, E911 Director	Phone 404-612-7904	
Signature	Date 10/11/2018	

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

# # 18-0910

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
<b>Exhibits Attached</b>	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Exhibit I: Intergovernmental Agreement				
<b>Source of Additional Information</b>	<i>(Type Name, Title, Agency and Phone)</i>			
Treachous Bailey, E911 Deputy Director, Emergency Services, 404-612-7903				

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Joseph Barasoain, E911 Director	<b>Phone</b> 404-612-7904	
<b>Signature</b>	<b>Date</b> 10/11/2018	

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

Continued

**Procurement**

<b>Contract Attached:</b> Yes	<b>Previous Contracts:</b> Yes		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> Emergency Services	<b>Staff Contact:</b> Joseph Barasoain	<b>Contact Phone:</b> (404) 612-7904

**Description: Provision of 800MHz Digital Radio System Access**

**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>		<b>MBE/FBE Participation:</b>	
Original Approved Amount:	.	Amount:	%. .
Previous Adjustments:	.	Amount:	%. .
This Request:	.	Amount:	%. .
<b>TOTAL:</b>	\$103,038.00	Amount:	%. .

**Grant Information Summary:**

Amount Requested:	.	<input type="checkbox"/>	Cash
Match Required:	.	<input type="checkbox"/>	In-Kind
Start Date:	.	<input type="checkbox"/>	Approval to Award
End Date:	.	<input type="checkbox"/>	Apply & Accept
Match Account \$:	.		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> 01/01/2019	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**  
(Do not edit below this line)

XX	Originating Department:	Barasoain, JosephJoseph Barasoain	Date: 10/24/201810/11/2018
X	County Attorney:	Loegel, Jonathan	Date: 10/24/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/15/2018

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY of JOHNS CREEK, GEORGIA**

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This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the “County”), and the City of Johns Creek, a governmental authority authorized to do business in the State of Georgia, (hereinafter “User”);

**RECITALS**

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Board are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Johns Creek in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 258 radio units and 4 MCC7500 units on the County’s System for the period from January 1, 2019 through and until December 31, 2019 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2022. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. §20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2019, 2020, 2021 and 2022, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2022. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally,

either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2022 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and Johns Creek Council.

## **User Agrees To:**

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to 258. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Services 911 Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a

unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Emergency Services Department, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Services Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date.



Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2019 and 2020 is \$371 times the number of radio units, 258, plus \$1,830 times the number of MCC7500 consoles, 4, which equals an annual cost of \$103,038.00. The pro rata share for years 2021 and 2022 will increase by approximately 6% to \$393 times the number of radio units, 258, plus \$1,830 times the number of MCC7500 consoles, 4, which equals an annual cost of \$108,714.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

**The County Agrees To:**

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

**TERMINATION AND DEFAULT REMEDIES:**

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, 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 User reserve all available remedies

afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party without cost. If the County terminates but provides less than (60) days written notice, the City of Johns Creek shall be entitled to receive reimbursement for all fees received for services beyond termination date. If the city terminates but provides less than sixty (60) days written notice, the County shall be entitled to a termination fee equal to a pro rata share of the annual cost equal to sixty (60) days of coverage.

**AMENDMENTS:**

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

**NOTICES:**

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

**If to the County:**

Richard "Dick" Anderson, County Manager  
141 Pryor Street, S.W.,  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

**With a copy to:**

Patrise Perkins-Hooker, County Attorney  
141 Pryor Street, S.W.,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0246  
404-730-6324 (facsimile)

**If to the City:**

Warren Hutmacher, City Manager  
City of Johns Creek  
10700 Abbotts Bridge Road, Suite 190  
Johns Creek, Georgia 30097  
678-512-3200

**NON- ASSIGNABILITY**

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

**ENTIRE AGREEMENT:**

The County and User 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.

**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.

**EFFECTIVE DATE**

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2019, whichever is later.

**(Signatures On Following Page)**

**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**

**ATTEST:**

\_\_\_\_\_  
Robb L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Jesse A. Harris, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patrise Perkins-Hooker  
County Attorney

\_\_\_\_\_  
Joseph Barasoain, Director  
Fulton County Emergency Services 911

**CITY OF JOHNS CREEK, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Warren Hutmacher, City Manager  
City of Johns Creek

\_\_\_\_\_  
City Clerk (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney