

**STATE OF GEORGIA  
COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN COWETA COUNTY, GEORGIA  
AND FULTON COUNTY, GEORGIA  
REGARDING EMERGENCY DISPATCHING**

**THIS AGREEMENT** (hereinafter “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Coweta County, Georgia, a political subdivision of the State of Georgia (hereinafter “Coweta”) and Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter “Fulton”).

**WHEREAS**, Coweta and Fulton both maintain and operate a Public Safety Answering Point (hereinafter “PSAP”) for the purposes of 911 and emergency communications throughout their respective jurisdictions; and

**WHEREAS**, the municipal boundaries for the City of Palmetto (hereinafter “Palmetto”) are located in portions of Coweta and Fulton counties; and

**WHEREAS**, Fulton, through its Emergency Services Department provides 911 emergency communications for Palmetto; and

**WHEREAS**, in accordance with Coweta’s Service Delivery Strategy, Coweta Fire Rescue provides pre-hospital emergency medical services (hereinafter “EMS”) within the portion of Palmetto that lies in Coweta County; and

**WHEREAS**, Coweta and Fulton have each separately contracted with a Computer Aided Dispatch (hereinafter “CAD”) software vendor CentralSquare; and

**WHEREAS**, in addition to CAD, CentralSquare is capable of providing a seamless CAD-to-CAD solution between Coweta and Fulton through its Tellus product; and

**WHEREAS**, the Coweta and Fulton have determined that it is in furtherance of the health, safety, and welfare of the public for Coweta and Fulton to enter into this Agreement to enhance CAD services.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each to the other as follows:

## ARTICLE 1 – LEGAL AUTHORITY

Coweta and Fulton are authorized to enter into an intergovernmental agreement in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

## ARTICLE 2 – DUTIES OF COWETA

- 2.1 Coweta will contract with CentralSquare to purchase and install the Tellus product for real-time CAD integration with Fulton 911.
- 2.2 Coweta will serve as the primary PSAP for EMS calls for service within the Coweta County portion of Palmetto.

## ARTICLE 3 – DUTIES OF FULTON

- 3.1 Fulton will contract with CentralSquare to purchase and install the Tellus product for real-time CAD integration with Coweta 911.
- 3.2 Fulton will serve as the primary PSAP for all calls for service within the Fulton County portion of Palmetto.

## ARTICLE 4 – DUTIES OF COWETA AND FULTON

- 4.1 Coweta and Fulton, through their respective 911 departments, shall each collaborate to implement and monitor activities for the handling of emergency 911 dispatch services in Palmetto.
- 4.2 Coweta and Fulton shall each be solely responsible for computer hardware and software maintenance and operations of its CAD system, including annual licensing, maintenance, and upgrades.
- 4.3 Coweta and Fulton shall each provide and maintain a point-to-point network connection to facilitate the implementation and use of CentralSquare's Tellus product. Each party shall be responsible for half of the point-to-point cost.

- 4.4 Coweta and Fulton shall each provide and maintain Geographic Information System (hereinafter “GIS”) data to facilitate the implementation and use of CentralSquare’s Tellus product.
- 4.5 Coweta and Fulton shall each be solely responsible for complying with all laws, rules, and regulations regarding the use of all licensed software and for the use of the Georgia Crime Information Center.
- 4.6 Coweta and Fulton shall each be solely responsible for its employees, officers, agents of the entity which hired them. Both Coweta and Fulton shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers’ compensation of each party’s employees. Each party shall not be liable for compensation or indemnity to another party’s employee for injury or sickness arising out of his or her employment.

#### ARTICLE 5 – TERMINATION

Either party may terminate this Agreement with ninety (90) days written notice.

#### ARTICLE 6 – TERM

This Agreement shall be effective upon execution and shall remain in effect until December 31, 2027, unless terminated earlier by either party in accordance with Article 5. This Agreement shall be automatically renewed for up to four (4) successive five (5) year terms beginning on January 1st following the then current term. In no event shall this Agreement exceed a period of twenty-five (25) years.

#### ARTICLE 7 – MISCELLANEOUS

- 7.1. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

- 7.2. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective parties' successors and permitted assignees.
- 7.3. Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The parties consent to the venue and jurisdiction of the Superior Court of Coweta County, Georgia.
- 7.4. Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.
- 7.5. No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted, nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.
- 7.6. Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

Coweta:

Coweta County Board of Commissioners  
Attn: County Administrator  
22 East Broad Street  
Newnan, Georgia 30263

Fulton:

Office of the County Manager  
Attn: Dick Anderson  
141 Pryor Street, 10<sup>th</sup> Floor  
Atlanta, Georgia 30303

*Remainder of page intentionally left blank*

**IN WITNESS WHEREOF**, Coweta County and Fulton County have executed this Agreement as of the date first above written.

Coweta County, Georgia

Fulton County, Georgia

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Robert L. Pitts, Chairman

Attest: \_\_\_\_\_  
Clerk (SEAL)

Attest: \_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Soo Jo, County Attorney

**APPROVED AS TO SUBSTANCE**

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911