

41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: November 8, 2010

Subject: Enhanced 911 Communications Service Provision Update

BACKGROUND

Since November 2009, the E-911 working group has researched options and opportunities available to the City of Dunwoody for enhanced 911 emergency communication services as shared with the City Council at the April, May, July, and October Work Sessions. Additionally, I have worked directly with the City Council Emergency Services Committee to discuss service provision options with DeKalb County.

At this time, three alternatives are available to the City of Dunwoody for the provision of enhanced 911 communication services: (1) direct service provision, (2) purchasing service from ChatComm, or (3) purchasing enhanced service provision from DeKalb County.

ANALYSIS OF ALTERNATIVES

As discussed at the October Work Session, the E-911 working group believes there are three critical components to providing enhanced 911 communication services—dedicated dispatch, quality service, and connectivity. Additionally, as careful stewards of our citizens tax dollars, financial considerations have been used as a fourth category of analysis. The chart on the following page examines each of the aforementioned alternatives in terms of these four criteria.

Please note the column examining the DeKalb County option is based on the current service level. In July, we requested further information from DeKalb County regarding the possibility of either enhancing the service currently provided or the possibility of leasing space at the DeKalb center while utilizing our own personnel. To date, DeKalb County has not provided a proposal or any further information. If additional information is provided by the County, the chart will be updated.

	Dunwoody	ChatComm	DeKalb**
Dedicated Dispatch			
Dedicated dispatcher position	yes	yes	no
Quality			
Performance Standards: 90% calls answered in 10 seconds, 90% "high priority" dispatched in 60 seconds, and 90% all calls dispatched in 90 seconds	yes	yes	no
Proven performance record	no	yes	no
Performance standards tied to financial penalties	no	yes	no
Managerial control	yes - totally autonomous	yes - less autonomous	no
Reporting - regular monthly reporting, custom statistical reports, annual reports	yes	yes	no
Direct access to all call data and reporting information	yes	yes	no
Support/additional personnel available for large events	no	yes	yes
Ability to absorb vacancies without negative impact on service delivery ability	no	yes	yes
Connectivity			
Silent dispatch	yes	yes	no
Integration of CAD (mobile unit connected to center)	yes	yes	no
Automatic vehicle location	not included*	yes	no
Records Management Software information sharing	yes	yes	no
Smart911 service - pre-register information and profiles	not included*	yes	no
Automatic aid	no	yes	no
Mutual aid	yes	yes	yes
Enhanced SWAT partnership	no	yes	no
Transfer Fire/EMS calls to DeKalb with ANI/ALI data	yes	yes	n/a
Transfer Fire/EMS calls to DeKalb with CAD data	tbd***	tbd***	n/a
Financial			
Fixed total cost	no	yes	yes
Transition/Cutover cost (equipment, labor, ect.)	\$350,737	\$570,000	n/a
Estimated revenue (in millions)	\$0.9 - \$1.2	\$0.9 - \$1.2	\$0.9 - \$1.2
Annual expenses (in millions)	\$1.3 - \$1.48	\$1.2 (fixed)	unknown
Annual cost (estimated revenue – annual expenses)	\$400,000 - \$580,000	\$0 - \$300,000	none
Financial Risk	high	controlled	controlled

^{*} Options listed as "not included" in the Dunwoody service provision strategy can be added, however, additional costs are associated with each of these options.

^{**} As noted on the previous page, the charted comparison of DeKalb County is based upon the current service provision as no further information has been provided from the County.

^{***} Procedures for transferring CAD data for Fire/EMS calls are still to be determined based on DeKalb's preference. As noted, ChatComm already has the ability and a Dunwoody center would be designed with the ability to "one-button" transfer all ANI/ALI data associated with the calls.

DISCUSSION

The E-911 working group acknowledges that the County balances many requests for information as well as the challenges associated with changes in personnel. We remain ready to review and analyze any presented material or proposal. However, because of the critical nature of emergency communication services and uncertainty as to if and when we may receive a proposal from the County, it is the opinion of the E-911 working group that time is of the essence in moving to an alternate strategy for service delivery. We believe the reasonable timeframe has passed since our request was originally made in July.

In regards to direct provision of this service, Dunwoody has a proven track record of standing up world-class public safety operations. In 90 days time, we started a police force that is among the best in the state. We are confident, given sufficient time, we could start a likewise impressive center. Additionally, we have a strong technical knowledge base for this complex task already on our team. Our IT Manager has previously started two 911 centers. However, at this time, the E-911 working group does not believe the Dunwoody option is most appropriate for the City at this time in light of two key challenges. The revenue stream associated with this service is highly uncertain and although we feel our budgeted figures are dependable, there are inherent risks with starting up a center and if our cost estimates are exceeded the City is at full risk for providing funds to meet expanded costs. Furthermore, our City staffing was designed to do more with less. We feel that after a few more years we will be in a better position to start a center considering that we will be certain of our revenue expectations and will have the advantage of learning from ChatComm over the next few years to avoid any potential pitfalls in operating a center.

ChatComm provides the desired high level of service with a limited financial risk and desired managerial oversight and involvement opportunities. The annual cost (revenues minus expenses) for this premium service is expected to not exceed \$300,000 although if revenues come in under our anticipated level (\$900,000) we could spend more money. ChatComm guarantees dedicated dispatch, has a proven track record of providing quality service, and will improve connectivity. ChatComm's experienced staff has created a strong culture of accountability and currently has no vacancies. Furthermore, the proposed Agreement is structured with a limited time commitment, concluding in August 2014. Following the term of this Agreement, Dunwoody could move to our own center or to another alternative arrangement that best meets the needs of the City.

RECOMMENDATION

At this time it is the recommendation of the E-911 working group that the City Council authorize the Mayor to sign the Intergovernmental Agreement with ChatComm, subject to final review by the City Manager and City Attorney. After final execution of the IGA by all parties, staff recommends providing DeKalb County with the required 180 days notice for termination of E-911 services.



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MEMORANDUM

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: November 8, 2010

Subject: 911 Clarifications

During the October Work Session and following the meeting, the Council posed several important questions for additional research. In this memorandum, please additional discussion and research for each question posed regarding enhanced 911 communication services.

1. Compare the costs of the ChatComm option with the Dunwoody center option

Dunwoody	2010	2011	2012	2013	2014
Expenses	\$350,737	\$1,305,148	\$1,363,224	\$1,401,106	\$1,440,476
Revenue					
(in millions)	\$0	\$0.9 - \$1.2	\$0.9 - \$1.2	\$0.9 - \$1.2	\$0.9 - \$1.2
Costs*	\$350,737	\$405,148	\$463,224	\$501,106	\$540,476

ChatComm	2010	2011	2012	2013	2014
Expenses	\$570,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Revenue					
(in millions)	\$0	\$0.9 - \$1.2	\$0.9 - \$1.2	\$0.9 - \$1.2	\$0.9 - \$1.2
Costs*	\$570,000	\$300,000	\$300,000	\$300,000	\$300,000

^{*}costs (revenue estimate minus expenses) calculated based on minimum revenue estimate

Additionally, as presented in July, we have prepared a full budget overview for the Dunwoody center option which details how the expenses above will be allocated between personnel, operations and maintenance, and capital costs. The budget overview for the Dunwoody center is also attached.

2. Explain how ChatComm will transfer EMS and Fire calls to DeKalb 911

As a bordering public service answering point, ChatComm is currently set up to transfer calls to DeKalb County with one-button transfer. Calls are transferred with all ANI/ALI data. Should Dunwoody partner with ChatComm for the dispatch of our emergency calls, all Fire and EMS calls will be transferred to DeKalb County. ChatComm has provided a diagram of the two alternatives for transferring calls, which is attached.

Option 1: If the County is agreeable, ChatComm could begin the call interrogation process, that is finding out the information necessary to dispatch, and then send all information directly to a through a CAD to CAD transfer. This would ensure the shortest amount of delay in response.

Option 2: If the County would prefer, as soon as the call is identified as a Fire/EMS call, the caller would be one-button transferred to DeKalb. DeKalb would perform the call interrogation process and ChatComm would remain on the line to ascertain if additional police services are needed.

3. Certainty by which Dunwoody would be able to utilize DeKalb County's radio channel

Currently, Chamblee, Doraville, and Decatur all operate their enhanced 911 communication centers on the DeKalb County radio system. We believe this sets a strong precedence that DeKalb will provide talk groups for us to continue to utilize the DeKalb radio system either in our center or at the ChatComm center. We requested confirmation of this information from DeKalb County on April 22, 2010 and have followed up as recently as October 15, 2010 but have received no official confirmation.

As an alternative, Doraville has multiple DeKalb County radio talk groups. Although they would need formal approval by their City Council, Doraville has offered the use of one of their talk groups for our dispatching—either for our own center or for at the ChatComm center.

4. Compare the "price tag" of the ChatComm option with other cities operating 911 centers

The following chart compares neighboring cities in terms of population, calls per month, annual revenue and annual expenses.

City	Population*	Calls /	911	Expenses	Surplus/
		Month	Revenue	(annual)	Shortfall
			(annual)		
Doraville	9,694	4,600	\$150,600	\$617,554	(\$466,954)
Chamblee	12,673	1,200	\$240,000	\$600,000	(\$360,000)
Decatur	18,557	8,000	\$550,000	\$830,345	(\$280,345)
Kennesaw/	46,245	2,400	\$1,074,531	\$974,199	\$100,332
Acworth					
Johns Creek	68,278	5,370	\$1,514,260	\$2,055,044	(\$540,784)
Sandy Springs	88,787	9,576	\$2,843,861	\$3,816,510	(\$972,649)
Alpharetta/ Milton	80,606	12,000	\$1,718,361	\$2,327,148	(\$1,481,213)
Dunwoody – ChatComm option	39,050	3,000	\$800,000 - \$1,200,000	\$1,200,000	Est. maximum (\$300,000)

^{*}population numbers based on ARC's Regional Snapshot for 2008

5. Pricing information for Smart 911 service - as an add-on to the Dunwoody center

Rave Wireless, Inc. provides the Smart911 software and professional services to ChatComm. Based on their standard rates, we estimate adding this service would cost \$10,000 for one time set-up and configuration costs and then an annual cost of \$25,500 for license fees per position.

6. Redundancies - explain what technological safeguards are in place

ChatComm has provided additional information regarding the safeguards and redundancies in place at their center. Additionally, they have provided a visual representation of how the Dunwoody center will be further isolated from any ChatComm risks. Both documents are attached.

7. Service Level Metrics – explain when financial penalties start

The financial penalties begin if ChatComm fails to meet the service level metrics (90% of all calls answered with in 10 seconds, 90% high priority dispatched in 60 seconds, 90% of all calls dispatched in 90 seconds) by as little as 0.1%. For example, if ChatComm answers 89.9% of all calls within 10 seconds they will be penalized \$100.00 for that month. If they only answer 89.8% of all calls within 10 seconds, they will be penalized \$267.16. For each 0.1% they miss the service level metric, the financial penalty increases until they are 10% below the service level metric.

The original wording on page 15 of the IGA did not make this point clearly. The updated version is attached and ChatComm has agreed to this modified language.

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 9-1-1 EMERGENCY COMMUNICATIONS SERVICES BETWEEN DUNWOODY, GEORGIA AND THE CHATTAHOOCHEE RIVER 911 AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between Dunwoody, Georgia ("Dunwoody" or "City") and the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (the "Authority"), this ______ day of ______, 2010.

WITNESSETH

WHEREAS, Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Ga. L. 2008, p. 3526; and

WHEREAS, the Georgia Constitution, Article IX, §2, ¶3 authorizes cities to provide services relating to fire and police protection; and

WHEREAS, in December of 2008, Dunwoody entered into an Intergovernmental Agreement (the "Dunwoody 911 IGA") with DeKalb County to provide 911 Emergency Communications Services within the boundaries of Dunwoody, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by DeKalb County; and

WHEREAS, DeKalb County continues to provide 911 communications services to Dunwoody pursuant to the terms of the Dunwoody 911 IGA, which will terminate upon 180 days notice; and

WHEREAS, the City of Sandy Springs and the City of Johns Creek have created a joint public safety and judicial facility authority known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," doing business as the Chattahoochee River 911 Authority; and

WHEREAS, the Authority operates a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 (366 during leap years) days per year, from which the 911 communication services contemplated under this Agreement will be rendered for Sandy Springs, Johns Creek, and Dunwoody; and

WHEREAS, Dunwoody desires to receive 911 communication services from the 911 Center; and

WHEREAS, this Agreement establishes the cost of 911 communication services to be provided by the Authority to Dunwoody pursuant to this Agreement; and

WHEREAS, Dunwoody desires to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of Dunwoody, Sandy Springs, and Johns Creek; and

WHEREAS, Dunwoody and the Authority have authorized the execution of this Agreement through appropriate Resolutions adopted by their governing bodies; and

NOW, THEREFORE, in consideration of the following mutual obligations, Dunwoody and the Authority agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody's citizens, the Dunwoody Police Department, other public safety agencies serving Dunwoody, and the Authority's consolidated 911 call reception and radio dispatching of requests for public safety services.

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center").

ARTICLE 2 DEFINITIONS

911 Emergency Communications means the receipt of incoming calls for service through the enhanced 911 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 on-scene investigation by a field unit to the appropriate police precinct or agency. At the present time, the DeKalb County 800 MHz trunked radio system is the primary method of dispatching calls for service to Dunwoody field units.

Cutover Date means the point at which Dunwoody 9-1-1 calls are routed to and received and processed for dispatch by ChatComm. The targeted cutover date is May 1, 2011 at 00:00 hours.

Subscriber means that Dunwoody shall be provided the agreed-upon 911 emergency communications services, but shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement. Furthermore, the Subscriber status shall not in any way provide Dunwoody with a seat or vote on the Authority Board. The purchase of equipment as stated in 10.5 and 10.6 shall not be considered financial capital outlay or contributions.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall commence on November 1, 2010 and shall terminate at 24:00 hours on August 31, 2014.
- Following the initial term of this Agreement as defined above, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each anniversary of the Cutover Date, either Party provides written notice of its intention not to renew this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Dunwoody shall pay the Authority the sum of one million, two-hundred thousand dollars (\$1,200,000.00) annually, payable in twelve (12) equal monthly installments of one-hundred thousand dollars (\$100,000.00). The Authority will invoice Dunwoody for the monthly installment on the first (1st) day of each month for services performed during the previous month, with the first invoice for monthly installment one month after the cutover date. Dunwoody agrees to pay the monthly installment no later than fifteen days after the date of the invoice for services. In the event that services are to be rendered by the Authority for less than a full calendar month, Dunwoody shall only pay a pro-rated portion of the standard full monthly payment. For example, should services need to be rendered for fifteen (15) days of a 31-day month, Dunwoody would be responsible for paying only fifteen times the daily rate of the

- standard one-hundred thousand dollar (\$100,000.00) monthly installment, or fifty thousand dollars (\$50,000.00).
- 4.2 Should Dunwoody fail to meet its financial obligations under this Agreement, the Authority shall not withhold any 911 services from the citizens of Dunwoody as a remedy against the City of Dunwoody, unless the Authority has obtained a valid court order authorizing the cessation of services or has terminated the Agreement pursuant to the notice requirements of Section 3.2.
- 4.3 The Authority shall not have the power to force Dunwoody to pay more than one million, two-hundred thousand dollars (\$1,200,000.00) annually. Specifically, this means that Dunwoody shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement unless an enhancement is mutually-agreed upon, in writing, prior to expenditure. The purchase of equipment pursuant to 10.5 and 10.6 shall not be considered in this amount and shall not be considered to be a financial capital outlay or contribution.

ARTICLE 5 SERVICES

- 5.1 The Authority shall provide Dunwoody citizens 911 services at the same Service Level Metrics provided to citizens of Sandy Springs and Johns Creek, unless there is agreement between the Parties to do otherwise. After the Cutover Date, the Authority's response to 911 calls shall meet the performance standards set forth in **Schedule A**. Those standards shall be used for determining the Authority's compliance under this Agreement, notwithstanding the adoption of more stringent standards by any other administrative or governmental entity having legal authority over such matters.
- 5.2 At the present time, DeKalb County Fire and Rescue provides all fire, rescue, and emergency medical services to Dunwoody. All calls for fire, rescue, or emergency medical services (EMS) shall be transferred to DeKalb County's PSAP for dispatch of appropriate Fire and EMS resources.
- 5.3 The Authority shall design, procure, install, configure, test, make operational, and refresh all required technology systems and equipment to support the integration and provision of the equivalent level of technology services as received by Sandy Springs and Johns Creek to Dunwoody. The Authority shall provide 24 hours a day/365 day a year support and operation of those technology systems through combinations of on-site staff, resources at other locations, and vendor support agreements. The Authority will make every effort to implement technology configurations that are highly reliable and avoid single points of failure whenever reasonably possible.
- 5.4 Beginning on the first day of the fourth month of PSAP operation, the sanctions set forth in **Schedule B** shall be employed as penalties for deficient performance by the Authority. All penalties incurred by the Authority shall be deducted from Dunwoody's next payment to the Authority pursuant to the terms of this Agreement. Dunwoody shall take into consideration unforeseen events and unpredictable service overloads before imposing any penalty. These events will be monitored and reviewed by Dunwoody and the Authority to decide if the events caused an unforeseen impact on the performance metrics.

ARTICLE 6 ANCILLARY SERVICES

6.1 The Authority must provide a variety of ancillary services incumbent on a large metropolitan public-safety answering point. These services will be provided to Dunwoody, at the equivalent level of services received by Sandy Springs and Johns Creek, pursuant to this Agreement and shall include, but not necessarily be limited to, technical operations, administration, quality assurance and training, 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.
- The Authority will provide, at the equivalent level of services received by Sandy Springs and Johns Creek, assistance with the collection of 9-1-1 fee on telephone service in the corporate limits of Dunwoody for Wired (Land Lines) Service Providers, Wireless Service Providers, and any other telephone provider allowed by state and/or federal law that are charging the 9-1-1 fee on telephone service.
- 6.3 Fees hereunder shall be collected directly by the City of Dunwoody.

ARTICLE 7 RETAINED POWERS OF THE PARTIES

- 7.1 The Authority retains all discretion in the hiring of its employees and in maintaining policies and procedures for the efficient running of the Authority.
- 7.2 Dunwoody shall retain exclusive control over Dunwoody employees, including, but not limited to, all police officers and any and all fire or rescue personnel that may be hired by Dunwoody during the term of this Agreement.

ARTICLE 8 EMPLOYMENT STATUS

- The Authority shall ensure sufficient personnel are dedicated to both handling Dunwoody's call volume in order to meet the Service Level Metrics outlined in **Schedule A**, as well as providing Dunwoody with at least one dedicated police dispatch position 24 hours per day, 7 days per week.
- 8.2 All telecommunicators serving Dunwoody are and will continue to be employees of the Authority or its contractor for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievances, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers' compensation, and disciplinary functions.
- 8.3 All telecommunicators serving Dunwoody shall be subject to any and all policies and procedures developed by the Technical Advisory Council (TAC) and maintained by the Authority.
- 8.4 The Authority or its contractor shall have the right to terminate the employment—for any reason—of any employee who is serving Dunwoody, so long as the Authority continues to meet the Service Level Metrics outlined in **Schedule A**.

ARTICLE 9 RECORDKEEPING AND REPORTING

- 9.1 Except as limited by any provision of state or federal law, Dunwoody may request, review, and access data and Authority records to ensure compliance with this Agreement at no cost to Dunwoody.
- 9.2 As provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, monthly reports detailing 911 Emergency Call Answering Performance as measured through standard traffic and performance reports out of the 911 telephone switch, and Dispatchable Call Processing and Dispatching Performance as measured through the 911 telephone and computer aided dispatch systems. Monthly reports shall be provided to Dunwoody within ten (10) business days after the last day of each month.

- 9.3 Annual reports to Dunwoody detailing, at a minimum, the Authority's performance for the previous calendar year, including those metrics specified in **Schedule A**, as well as a quality assurance report shall be provided to Dunwoody, at no cost, no later than January 31st of each year.
- 9.4 Additionally, as provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, periodic reports detailing General Managerial and Operational Performance as measured through the Quality Assurance program.
- 9.5 Dunwoody owns all data, maps, and related service call information within the corporate limits of Dunwoody. This initial information and all future updates shall be provided to the Authority for the efficient and accurate dispatch of Dunwoody calls for service at no additional cost, subject to any appropriate data-sharing agreement between the Parties. Should the quality of the data and maps provided by Dunwoody delay the Authority's ability to process calls for dispatch, the Parties will consider exclusions to the sanctions detailed in **Schedule B**.
- 9.6 The Authority shall be responsible for honoring and responding to all Open Records Requests in accordance with state law and providing a copy of both the request and response to Dunwoody at no cost to the City.

ARTICLE 10 TRANSITION

- 10.1 The Authority shall provide an entirely seamless transition and integration between the 911 services being provided to Dunwoody by the DeKalb system to the services provided by the Authority's system.
- 10.2 The Authority shall be responsible for coordinating the cutover with all appropriate telecommunications companies and service providers to ensure that beginning on the Cutover Date all 911 service calls are directed to the Authority. This transition shall include testing of call locations throughout Dunwoody following the cutover.
- 10.3 The Authority shall be responsible for coordinating with DeKalb County for the dispatching of Dunwoody's calls for service on the DeKalb County 800 MHz trunked radio system. Dunwoody shall be financially responsible for any radio subscription fees for its mobile and portable radios should DeKalb County elect to assess a fee. Should DeKalb County be unwilling to provide the necessary dedicated talk groups for the effective operation and dispatch of Dunwoody public safety services by the Authority, then Dunwoody shall have the right to void this agreement with no further financial cost or penalty.
- 10.4 Time is of the essence and the transition from Dunwoody's current service provider to the Authority shall occur on the specified Cutover Date. Failure to coordinate cutover on the specified Cutover Date shall result in financial penalties as outlined in **Schedule B**.
- 10.5 All one-time costs associated with the transition, including materials purchased in order to provide 911 communication services for the Dunwoody, should be accounted for separately and invoiced separately to Dunwoody as provided in **Schedule C**. In total this amount will not exceed \$570,000.00.
- 10.6 All materials purchased in order to provide 911 communication services for Dunwoody as provided in **Schedule C** shall become the property of Dunwoody if this Agreement has been terminated pursuant to the notice requirements of Section 3.2.

ARTICLE 11 CITY-AUTHORITY RELATIONS

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- 11.1 The Authority shall be the primary public safety answering point and sole provider of 911 emergency communication services within Dunwoody, with the exception of fire and EMS dispatching, so long as this Agreement remains in effect.
- 11.2 The Authority shall provide critical incident notifications to designated Dunwoody officials .Prior to the cutover date, the Parties shall determine which incident types are to require critical incident notifications.
- 11.3 The Authority shall notify Dunwoody in the event of any media inquiry. The Authority shall not speak on behalf of Dunwoody.

ARTICLE 12 DUNWOODY'S STATUS

- Dunwoody shall be a Subscriber to the Authority's services. As such, Dunwoody shall not, so long as it is merely a Subscriber to the Authority's services, have any voting representative(s) on the Authority's Board of Directors.
- 12.2 The Authority shall provide reasonable notice, in the same manner and timeliness provided to Sandy Springs and Johns Creek, to Dunwoody of any meeting of the Authority's Board of Directors. Dunwoody shall have the right to send a non-voting representative to the meetings of the Authority's Board of Directors.
- Dunwoody shall participate in the meetings of the Authority's Technical Advisory Council. Dunwoody's representatives include, but are not necessarily limited to, the Chief of Police of the Dunwoody Police Department or his or her designee and Dunwoody's Information Technology Manager or his or her designee.
- Dunwoody shall participate in the meetings of the Authority's Information Technology Committee meetings. Dunwoody's representatives include, but are not necessarily limited to, Dunwoody's Information Technology Manager or his or her designee.
- 12.5 The Chief of Police of the Dunwoody Police Department shall work with the Authority to set protocol for Dunwoody police dispatch procedures. Once initial dispatch procedures have been established, it is recognized that from time to time, Dunwoody will need to make adjustments or changes in the dispatch procedures for their field resources. The Authority shall implement any change as soon as practical but no longer than within thirty (30) days of a written request unless mutually-agreed upon significant technological or operational changes are required.

ARTICLE 13 EVENT OF DEFAULT

- 13.1 An event of default shall mean a material breach of this Agreement by the Authority as follows:
 - 13.1.1 The Authority does not maintain sufficient personnel, as determined in Article 8, in the 911 Center for a period of longer than five (5) days.
 - 13.1.2 The Authority's failure to meet the metrics specified in **Schedule A** for any three (3) months in a twelve (12) month period during the Term of this Agreement shall constitute a material breach of this Agreement, subjecting the Agreement to termination for cause by Dunwoody pursuant to the provisions of Article 14. Any event that constitutes an exigent circumstance will not count against that month's performance metric. For the purposes of this

Agreement, an "exigent circumstance" shall constitute a natural or man-made event that creates an unanticipatable surge of 911 emergency telephone calls.

- 13.2 An event of default shall mean a material breach of this Agreement by Dunwoody as follows:
 - 13.2.1 Failure of Dunwoody to pay the compensation referred to in Article 4 in a timely manner more than twice in a single calendar year.

ARTTICLE 14 TERMINATION

- Dunwoody and the Authority shall each have the power to terminate this Agreement for cause. Should either Party choose to terminate this Agreement under this paragraph, written notice must be provided at least thirty (30) days prior to the effective date of termination.
- Dunwoody and the Authority shall each have the power to terminate this Agreement without cause upon written notice, no less than six (6) months before the effective date of the termination.

ARTICLE 15 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 Authority: Office of the Executive Director

Chattahoochee River 9-1-1 Authority 859 Mount Vernon Highway, Suite 400

Sandy Springs, GA 30328

With a Copy to: Attorney for the Authority

Ray S. Smith, III

JOYCE THRASHER KAISER & LISS, LLC Five Concourse Parkway, Suite 2350

Sandy Springs, GA 30328

With a Copy to: City Manager

City of Sandy Springs

7840 Roswell Road, Building 500 Sandy Springs, GA 30350

With a Copy to: City Manager

City of Johns Creek

12000 Findley Road, Suite 400 Johns Creek, GA 30097

With a Copy to: City Attorney

City of Sandy Springs

7840 Roswell Road, Building 500

Sandy Springs, GA 30350

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With a Copy to: City Attorney

City of Johns Creek

12000 Findley Road, Suite 400

Johns Creek, GA 30097

If to Dunwoody: City Manager

City of Dunwoody

41 Perimeter Center East, Suite 250

Dunwoody, Georgia 30346

With a Copy to: City Attorney

City of Dunwoody

41 Perimeter Center East, Suite 250

Dunwoody, Georgia 30346

ARTICLE 16 EXTENSION OF AGREEMENT

- 16.1 This Agreement may be extended at any time during the effective term of this Agreement by mutual consent of both parties, so long as such extension is approved by official action of Dunwoody and by official action of the Authority.
- Pursuant to Article 3, following the initial term of this Agreement, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each anniversary of the Cutover Date, Dunwoody gives written notice of its intention not to renew this Agreement or the Agreement is terminated pursuant to Article 14.

ARTICLE 17 NON-ASSIGNABILITY

Neither party may assign any of the obligations or benefits of this Agreement, except as otherwise provided herein.

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 and supersedes all prior oral or written agreements or understandings. Any representation, oral or written, not incorporated in this Agreement shall not be binding upon Dunwoody or the Authority. All parties must sign any subsequent changes in the Agreement for such subsequent changes to have binding legal effect.

ARTICLE 19 SEVERABILITY, VENUE, AND ENFORCEABILITY

19.1 If a court of competent jurisdiction renders any provision(s), or portion(s) of any provision(s), of this Agreement to be invalid or otherwise unenforceable, that provision or portion of a provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

- 19.2 No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- 19.3 This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof.
- 19.4 Should any Party institute suit concerning this Agreement, the Parties agree that the venue shall be in the Superior Court of DeKalb County, Georgia or the Superior Court of Fulton County, Georgia.
- 19.5 The agents of the Parties have both participated in the drafting of this Agreement. As such, should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement need not apply the presumption that the terms hereof should be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

ARTICLE 20 BINDING EFFECT

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

ARTICLE 21 INDEMNITY

- To the extent allowed by law, the Authority shall indemnify and hold the City harmless from claims, demands or causes of action which may arise from activities associated with this Agreement.
- 20.2 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 this Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 22 AMENDMENT

This Agreement may be modified at any time during the term of this Agreement by mutual written consent of both Parties. Any such mutual written consent must be reached through the official procedures of the Parties.

ARTICLE 23 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.

IN WITNESS WHEREOF, the Authority	and Dunwoody h	have executed this	Agreement through the	eir duly
authorized officers on this	day of	, 20		
	(Signatures	on next page)		

THE AUTHORITY	ATTEST:	
John Kachmar Authority Chairman	Elizabeth Warren Authority Secretary	(SEAL)
Approved as to Form:	Approved as to Substance:	
Ray S. Smith, III Authority Attorney	Name Title	
DUNWOODY, GEORGIA	ATTEST:	
Ken Wright Mayor	Sharon Lowery City Clerk (SEAL)	
Approved as to Form:	Approved as to Substance:	
Brian Anderson City Attorney	Warren Hutmacher City Manager	

SCHEDULE A

SERVICE LEVEL METRICS

Service levels delivered by the Authority will be measured and evaluated in three domains:

- 911 emergency call answering performance
- Dispatchable high priority call processing performance and dispatchable call processing performance for all calls
- General managerial and operational performance

911 Emergency Call Answering Performance

The speed of answering 911 calls from the public is a key metric in evaluating the responsiveness and effectiveness of a Public Safety Answering Point (PSAP). The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a 911 call answer speed of ten (10) seconds or less for 90% of 911 calls received at the PSAP and thirty (30) seconds or less for 99% of those calls. The call answering time interval shall be defined as that period of time from the recorded time that a call for service is processed through the 911 ANI/ALI controller and commences the ring cycle to the time at which the call is answered and caller interrogation activities begin.

The Authority will make every possible effort to minimize the wait time for the small percentage of callers who have to wait at all, and track statistics for callers who disconnect prior to call answer.

This performance metric will be measured through standard traffic and performance reports out of the 911 telephone switch and reported on a monthly basis to Dunwoody.

Dispatchable Call Processing and Dispatching Performance

Once a 911 call is answered, the time interval from call answer to an incident being available for dispatch to field personnel is the second key metric in evaluating the responsiveness and effectiveness of a PSAP. These incidents are referred to as dispatchable calls. Other 911 calls do not result in a unique incident that is dispatched to field unites but instead add further information to existing incidents or are unrelated to incident activity. The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a call processing time of sixty (60) seconds or less for 90% of the dispatchable high priority calls and ninety (90) seconds or less for 95% of those calls. Additionally, the initial staffing model was designed to allow a call processing time of ninety (90) seconds or less for 90% of all calls.

The call processing time will only be measured for calls that result in dispatched incidents. The time interval measured shall be defined as that period of time from the call being answered to the time that the computer aided dispatch (CAD) incident entry process is sufficiently complete that the incident is queued for dispatch. The Authority shall continue to transfer all fire and emergency medical services calls to DeKalb County 911 for the dispatch of appropriate resources.

This performance metric will be measured through performance reports out of the 911 telephone and computer aided dispatch systems and reported on a monthly basis to Dunwoody.

In instances where the performance metric for dispatchable call processing and dispatching performance in the Agreement between the Authority and Dunwoody differs from that contained in the Agreement between the Authority and its contractor, the shorter call processing times for high priority calls or all calls shall be enforceable for the purposes of this Agreement.

General Managerial and Operational Performance

Both Parties have an interest in developing a number of additional performance metrics to evaluate the effectiveness of the PSAP operation. A Continuous Quality Improvement Program is a key element of providing continuing assessment of PSAP operations so that performance expectations are met on a consistent basis. The Authority will work with Dunwoody during implementation to define a Quality Assurance program for the PSAP that meets the combined needs and interests of the Authority and Dunwoody. This program will identify both hard and soft metrics for such things as:

- · Responsiveness to Requests from the Field
- Complete and Accurate Documentation
- Access to Management Performance Reports and System Data
- Responsiveness to Operational Needs and Stakeholder Public Safety Agencies

Following the commencement of live operations, the Authority will incorporate Dunwoody calls for service into the agreed-upon and established Quality Assurance program and provide periodic reports as outlined in that program.

SCHEDULE B

PENALTY PROVISIONS

Failure to meet the following Service Level Metrics indentified in **Schedule A** shall result in financial penalties levied against the Authority:

- 911 Emergency Call Answering Performance 90% of 911 calls answered within ten (10) seconds
- Dispatchable Call Processing and Dispatching Performance 90% of dispatchable high priority calls ready for dispatch within sixty (60) seconds and 90% of all dispatchable calls ready for dispatch within ninety (90) seconds.

The intent of the financial penalty calculation mechanism is to reinforce the importance of the Service Level Metrics with a financial penalty. have the fFailure to meet either one of these Service Level Metrics by a value 10% lower than the target performance results in an erosion of Dunwoody's monthly payment by 10%. Failure to meet either one of these Service Level Metrics by a value 10% lower than the target performance results in erosion of Dunwoody's monthly payment by 10%. Therefore, if both the Metrics were not met by this margin in a given month, Dunwoody's monthly payment would be lowered by 20%.

If the Metrics are missed by other percentage increments, the mathematical relationship to establish the penalty would be 0.1% of the monthly payment for each 0.1% that the Authority falls below the established 90% Metric. The table on the following page provides a visualization of this penalty provision applied against Dunwoody's monthly payment.

Continued on next page

-					
10% of Dunwoody Payment	\$10,000	\$120,000	10% of Dunwoody Payment	\$10,000	\$120,000
·	Monthly	Annual		Monthly	Annual
9-1-1 Emergency	Call Answerin	g Standard	Dispatchable Cal	Processing S	tandard
	% or Better		-	or Better	
89.9%	\$100.00	\$1,200.00	89.9%	\$100.00	\$1,200.0
89.8%	\$216.67	\$2,600.04	89.8%	\$216.67	\$2,600.0
89.7%	\$333.34	\$4,000.08	89.7%	\$333.34	\$4,000.0
89.6%	\$450.01	\$5,400.12	89.6%	\$450.01	\$5,400.1
89.5%	\$566.68	\$6,800.16	89.5%	\$566.68	\$6,800.1
89.4%	\$683.35	\$8,200.20	89.4%	\$683.35	\$8,200.2
89.3%	\$800.02	\$9,600.24	89.3%	\$800.02	\$9,600.2
89.2%	\$916.69	\$11,000.28	89.2%	\$916.69	\$11,000.2
89.1%	\$1,033.36	\$12,400.32	89.1%	\$1,033.36	\$12,400.3
89.0%	\$1,150.03	\$13,800.36	89.0%	\$1,150.03	\$13,800.3
88.9%	\$1,266.70	\$15,200.40	88.9%	\$1,266.70	\$15,200.4
88.8%	\$1,383.37	\$16,600.44	88.8%	\$1,383.37	\$16,600.4
88.7%	\$1,500.04	\$18,000.48	88.7%	\$1,500.04	\$18,000.4
88.6%	\$1,616.71	\$19,400.52	88.6%	\$1,616.71	\$19,400.
88.5%	\$1,733.38	\$20,800.56	88.5%	\$1,733.38	\$20,800.
88.4%	\$1,850.05	\$22,200.60	88.4%	\$1,850.05	\$22,200.0
88.3%	\$1,966.72	\$23,600.64	88.3%	\$1,966.72	\$23,600.0
88.2%	\$2,083.39	\$25,000.68	88.2%	\$2,083.39	\$25,000.
88.1%	\$2,200.06	\$26,400.72	88.1%	\$2,200.06	\$26,400.
88.0%	\$2,316.73	\$27,800.76	88.0%	\$2,316.73	\$27,800.
87.9%	\$2,433.40	\$29,200.80	87.9%	\$2,433.40	\$29,200.
87.8%	\$2,550.07	\$30,600.84	87.8%	\$2,550.07	\$30,600.
87.7%	\$2,666.74	\$32,000.88	87.7%	\$2,666.74	\$32,000.8
87.6%	\$2,783.41	\$33,400.92	87.6%	\$2,783.41	\$33,400.9
87.5%	\$2,900.08	\$34,800.96	87.5%	\$2,900.08	\$34,800.9
87.4%	\$3,016.75	\$36,201.00	87.4%	\$3,016.75	\$36,201.0
87.3%	\$3,133.42	\$37,601.04	87.3%	\$3,133.42	\$37,601.0
87.2%	\$3,250.09	\$39,001.08	87.2%	\$3,250.09	\$39,001.0
87.1%	\$3,366.76	\$40,401.12	87.1%	\$3,366.76	\$40,401.
87.0%	\$3,483.43	\$41,801.16	87.0%	\$3,483.43	\$41,801.
86.9%	\$3,600.10	\$43,201.20	86.9%	\$3,600.10	\$43,201.
86.8%	\$3,716.77	\$44,601.24	86.8%	\$3,716.77	\$44,601.
86.7%	\$3,833.44	\$46,001.28	86.7%	\$3,833.44	\$46,001.
86.6%	\$3,950.11	\$47,401.32	86.6%	\$3,950.11	\$47,401.3
86.5%	\$4,066.78	\$48,801.36	86.5%	\$4,066.78	\$48,801.3
86.4%	\$4,183.45	\$50,201.40	86.4%	\$4,183.45	\$50,201.4

Page **14** of **16**

SCHEDULE C

START UP AND TRANSITION COSTS

In order to provide for the transition, startup, and operations of 911 communication services for Dunwoody, certain materials and labor will be required. As outlined in Section 10.5 of the Agreement, these should be accounted for separately and invoiced separately to Dunwoody.

The following list of materials documents anticipated purchases for startup and operation. For any specific piece listed below, if item is unavailable, the closest equivalent item shall be purchased and Dunwoody shall be notified of the replacement.

- One (1) additional 9-1-1 trunk
- One (1) data point to point T1 between ChatComm & Dunwoody
- Two (2) CISCO 2911 routers & fxs cards
- One (1) Maxima II dispatch chair (solid arm rest)
- One (1) EMD Medical Priority full license
- Six (6) data cables (patch panel in half wall by new position, other end terminated in server room)
- Two (2) 20AMP electric circuits, TL plugs
- Two (2) extended demark cables (1-911 & 1- Data cabling)
- One (1) calltaker position furniture, LED lighting, equipment access doors, fans
- Two (2) Plantronics P10 connectors
- Six (6) Plantronics H91N headsets
- Five (5) Plantronics H81N headsets
- One (1) Dell PowerEdge 200 (Query server), Windows server 2008
- Two (2) Dell T3400 workstations (Admin & CAD), Windows 7
- Five (5) Dell 2007FP 20 inch flat screen monitors
- Three (3) Dell AX510 flat bar speakers
- Five (5) DVI-D 2 meter extension cables
- Six (6) USB 2 meter extension cables
- Three (3) Audio 6 ft extension cables
- Three (3) Motorola consolettes (1 primary, 2 backup)
- Two (2) Motorola MC3000 telephone remote desktop units
- Positron
 - o One (1) 911 trunk card
 - Two (2) administrative telephone lines to be added
 - o One (1) calltaker workstation
 - Positron Gateway Shelf
 - Positron CAMA Interface Module
 - Backroom Position Access License
 - o PBX Access License Per Workstation
 - Power 911 Client Access License
 - o Power 911 Add On Recorder for Radio
 - Power 911 Server Access License
 - Positron Admin Interface Module (AIM)
 - VIPER enabling Kit
 - o Power MIS License
 - o Radio/Telephone interface card
 - Satellite Box with Phone Jack & Volume Control
 - IWS Workstation Computer (Elite8000)
 - o IWS Workstation software
- CAD (Sungard)

- o One (1) CAD console license
- \circ One (1) CAD Map display license
- One (1) LAN client license for message switch
- o One (1) CAD AVL client license
- o One (1) CAD Resource Monitor display
- Upgrade to message switch from 200 to 250 licenses
- Thirty five (35) digital dispatch upgrade licenses for Mobiles
- o One (1) MCT client Digital Dispatch
- o Thirty six (36) MCT Mapping clients
- o Thirty six (36) MCT AVL
- o Thirty six (36) Trimble AVL GPS receiver bundled packages

Dunwoody Call Center Budget Estimate Overview

Personnel Costs	2010	2011	2012	2013	2014	2015
Manger/Supervisors/Training	\$81,520.10	\$326,080.41	\$339,123.63	\$352,688.57	\$366,796.11	\$381,467.96
Dispatchers/Call Takers	\$106,456.32	\$425,825.28	\$442,858.29	\$460,572.62	\$478,995.53	\$498,155.35
Support	\$23,496.30	\$93,985.20	\$97,744.61	\$101,654.39	\$105,720.57	\$109,949.39
Subtotal	\$211,472.72	\$845,890.89	\$879,726.53	\$914,915.59	\$951,512.21	\$989,572.70

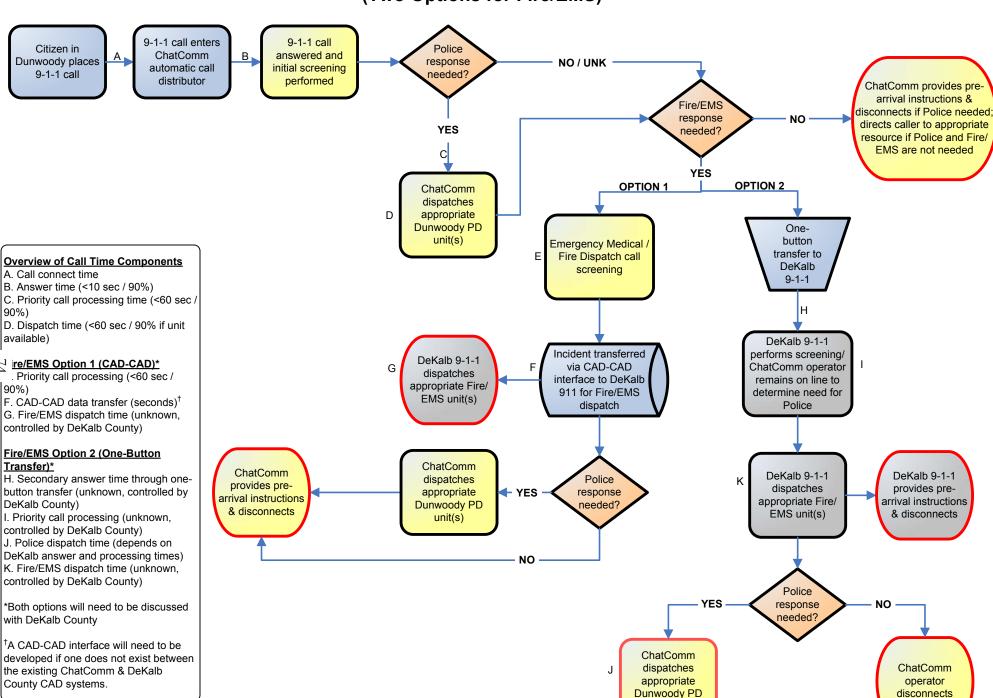
Operations and Maintenance	2010	2011	2012	2013	2014	2015
Lease and Utilities	\$1,500.00	\$83,525.64	\$107,765.81	\$110,458.78	\$113,232.54	\$116,089.52
Software (CAD, ANI, ALI, radios)	\$0.00	\$119,326.40	\$119,326.40	\$119,326.40	\$119,326.40	\$119,326.40
Dues, Fees, Insurance, Travel	\$0.00	\$22,159.00	\$22,159.00	\$22,159.00	\$22,159.00	\$22,159.00
Uniforms, Subscriptions	\$3,720.00	\$4,225.00	\$4,225.00	\$4,225.00	\$4,225.00	\$4,225.00
Cutover Expenses	\$134,044.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$139,264.21	\$229,236.04	\$253,476.21	\$256,169.18	\$258,942.94	\$261,799.92

Capital	2010	2011	2012	2013	2014	2015
Debt Service	\$0.00	\$230,021.13	\$230,021.13	\$230,021.13	\$230,021.13	\$230,021.13
Subtotal	\$0.00	\$230,021.13	\$230,021.13	\$230,021.13	\$230,021.13	\$230,021.13

	2010	2011	2012	2013	2014	2015
TOTAL	\$350,736.93	\$1,305,148.06	\$1,363,223.86	\$1,401,105.90	\$1,440,476.28	\$1,481,393.75

Dunwoody Call Processing

(Two Options for Fire/EMS)



Rev. 10/28/2010

unit(s)

ChatComm System & Facilities Redundancies

ChatComm has followed the industry standard of avoiding single points of failure on all mission critical systems. The facility at 859 Mt. Vernon was constructed as a "temporary" installation based on a five year contract with an expectation that a purpose built center would follow. The systems and processes that constitute center redundancy include:

- 911 trunks: The trunks are split and come from 2 central offices
- Computer Aided Dispatch (CAD): There are redundant CAD servers with an automatic failover feature. In the event of a total failure, Telecommunicators switch to a manual process.
- Power: ChatComm has both an uninterruptible power system (UPS / battery backup) and a
 generator that will provide for constant power should the grid fail. The generator will operate
 for 48 hours continuously on a full tank. The generator itself is a self-contained locked unit, is
 fenced in, and under constant video surveillance. Should the generator fail, the UPS will carry
 the power load for s sufficient time to power down and move to the backup center.
- HVAC: The server and switch/UPS locations are cooled by a separate cooling system built just for those areas and do not use the core building air handling system.
- Radio Communications: ChatComm's radio communication infrastructure has multiple layers of backup allowing for extraordinary flexibility in maintaining radio communications (within the limitations of the respective base system that the client agencies are using). All dispatch console positions also have a complete backup radio giving operators a second option for dispatching.
- Center Backup: The City of Alpharetta serves as ChatComm's facility backup in an emergency that requires an evacuation of ChatComm. ChatComm has installed additional 911 trunks, as well as CAD functionality to allow its staff to both take calls and dispatch from Alpharetta.
- Several software systems have manual backup processes that can be followed to allowed for full functionality should a hardware component fail (i.e. Emergency Medical Dispatch, Fire Dispatch Protocol)
- All of the dispatch/call taking console positions and all of the call taking console positions are identical so should any single hardware component fail, a staff member can move to another position and continue to operate. In addition, there are redundant power circuits at each position to be able to isolate problems and provide an alternate source of power for continuous operation.
- All critical servers in the Server Room are all backed up on a regular basis.
- Logging recorders record in several modes to ensure all phone and radio communications are captured.
- ChatComm has installed and maintains a separate Sequel server that downloads CAD data in a structured format to allow client agencies access to CAD data without touching the live environment. Dunwoody would be provided access to this server.
- The Server Room has both a full room computer fire suppression system as well as a handheld extinguisher to allow the most efficient and effective method of suppression while minimizing potential damage to critical systems. The entire facility has a traditional fire suppression sprinkler system.

