



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: Billy Grogan, Acting City Manager

Date: August 25, 2014

Subject: **Renewal of IGA with ChatComm**

ITEM DESCRIPTION

Staff recommends renewal of the Intergovernmental Agreement (IGA) with the Chattahoochee River 911 Authority (ChatComm) for 911 call-taking and police-dispatch services.

BACKGROUND

In March 2011, the Mayor and City Council approved an IGA with ChatComm for the 911 call-taking and police dispatch. After a six-month transition, ChatComm began providing service to the city in October 2011. The IGA includes two service level metrics. ChatComm must answer all 911 calls in 10 seconds or less and process 90% of high priority calls within 60 seconds or less. Since the transition, ChatComm has met or exceeded these metrics each and every month except the winter storm event of January 28-29, 2014. During that 18 hour period, they received more 911 calls than they do in a typical week of 24-hour a day service.

Our existing IGA expires on August 31, 2014. In January 2014, the city received a letter from ChatComm Authority Chairman offering two options for renewal. Discussed briefly at the Annual Strategic Planning Retreat, the first option was to join as a member of ChatComm with a capital contribution and an annual membership fee of \$1,075,000. The second option was to continue as a subscriber at the rate of \$1,200,000 a year.

After staff discussion and speaking with members of the City Council, it was determined that joining as a member of ChatComm, given the required capital contribution, was not a viable option. As directed by Council at the Retreat, staff has continued to pursue the subscriber option and worked to negotiate a lower increase in the annual subscription fee.

UPDATE

As discussed with the Council at the May 12, 2014 City Council meeting, the Authority agreed to an annual rate of \$1,125,000. Council directed staff to work with outside legal counsel to update and finalize the IGA and bring it back for the Council's consideration as part of a future Council Meeting.

This task has been completed. The updated IGA includes four changes.

1. Cutover Date

For clarity, the original date for the transition (October 3, 2011) has been inserted into the agreement in Article 2 in place of the range of dates in the original agreement.



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2. Term

The term of the agreement has been extended to match the agreements between the Authority partners (Sandy Springs and Johns Creek), the Authority's agreement with its vendor (IXP) and the Authority's agreement with its other subscriber (Brookhaven). The agreement will begin the second after the current agreement ends with no interruption in service.

3. Compensation

As discussed above, the negotiated annual rate for the renewal is \$1,125,000. All three sections within Article 4 of the agreement have been updated to reflect this amount.

4. Interface – Transference of Calls

As previously discussed with Council, the original agreement is vague in regards to the transference of calls to DeKalb County. Article 5 of the agreement has been updated with the addition of two sections.

- Section 5.2.1 states that interface transfer procedures will be established and, mirroring the section on police dispatching, sets up the process for the Dunwoody Police Chief to make changes if needed.
- Section 5.3.1 states that Dunwoody will contract with a third-party for interface support and that as the Authority makes procedure and software updates it will provide notice to the City and take steps to ensure the interface remains functional.

FUNDING

The FY 2014 Budget was prepared in awareness of the current IGA's expiration. The approved budget includes the existing annual rate (or \$89,583.33 per month) through August 2014 as well as a 5% increase (or \$94,062.50 per month) for the final four month of the year. The presently proposed increase is 4.7% or \$50,000 per year over the existing cost. The budgeted inflation/escalation was not based on any discussions or negotiations with ChatComm. However, as presently proposed, the \$1,125,000 fee would fit within the existing budget.

RECOMMENDED ACTION

Staff recommends the renewal of our IGA with ChatComm as a subscriber.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DUNWOODY, GEORGIA AND
THE CHATTAHOOCHEE RIVER 911 AUTHORITY**

The Intergovernmental Agreement (“the Agreement”) entered into on April 1, 2011 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 d/b/a Chattahoochee River 9-1-1 Authority (the “Authority”) Agreement is hereby amended.

WHEREAS, the Authority has agreed to extend the Term of the Agreement to provide Dunwoody with 911 communication services to Dunwoody on a subscription basis; and

WHEREAS, this Agreement amends the cost of 911 communication services to be provided by the Authority to Dunwoody pursuant to this Agreement; 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 hereby agree to amend the Agreement as follows:

- A.** Within **ARTICLE 2** entitled “**DEFINITIONS**” the “Cutover Date” definition is deleted in its entirety and replaced with the following:

Cutover Date means the point at which Dunwoody 9-1-1 calls are routed to and received and processed for dispatch by ChatComm. The Cutover Date occurred October 3, 2011.

- B.** Within **ARTICLE 3** entitled “**TERM OF AGREEMENT**” is deleted in its entirety and replaced with the following:

- 3.1 This Agreement shall commence at 00:00 hours on September 1, 2014 and shall terminate at 24:00 hours on August 31, 2019.
- 3.2 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.

- C.** Within **ARTICLE 4** entitled “**COMPENSATION AND CONSIDERATION**” is deleted in its entirety and replaced with the following, effective September 1, 2014:

- 4.1 Dunwoody shall pay the Authority annually the following amounts, payable in twelve (12) equal monthly installments:

<u>Year after September 1, 2014</u>	<u>Annual Amount</u>
1 – 5	\$1,125,000.00
5 +	If not terminated per Article 3.2, to be renegotiated by the parties

The Authority will invoice Dunwoody for the monthly installment on the first (1st) day of each month for services performed during the previous month, beginning one (1) month after September 1, 2014. Dunwoody agrees to pay the monthly installment no later than fifteen (15) 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.

- 4.2 Should Dunwoody fail to meet its financial obligations under this Agreement, the Authority shall not withhold any 911 Emergency Communication Services from the citizens of Dunwoody as a remedy against 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 14.1.
- 4.3 The Authority shall not have the power to force Dunwoody to pay more than One Million One-Hundred Twenty-Five Thousand and No/100 dollars (\$1,125,000.00) 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.

D. Within **ARTICLE 5** entitled “**SERVICES**” is amended with the following additions, effective September 1, 2014:

- 5.2.1 The Chief of Police of the Dunwoody Police Department shall work with the Director of the DeKalb 911 Center and the Authority’s ChatComm contractor to set protocol for transference of Dunwoody fire, rescue, and EMS calls. Once initial transference procedures have been established, it is recognized that from time to time, Dunwoody will need to make adjustments or changes in the transference procedures. The Authority, through its Technical Advisory Council and Information Technology Committee 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.
- 5.3.1 Dunwoody has worked with the Authority’s contractor, third-party computer aided dispatch (CAD) systems serving the Authority, and DeKalb to procure, install, configure, test, and make operational a CAD-to-CAD interface for the processing and dispatching of resources to Dunwoody’s fire, rescue and EMS calls. Dunwoody shall contract with a third-party to manage and support the interface on an on-going basis. Once an initial protocol has been established for software and procedure updates, it is recognized that from time to time the Authority and DeKalb County will need to make software updates that may impact the interface. The Authority shall provide notice to the City regarding software updates

pursuant to the protocol for software updates that may impact the interface. The Authority shall take reasonable steps to keep the interface functional when refreshing or updating its technology systems and equipment. Dunwoody will be responsible for similar arrangements with DeKalb County. Operational procedure changes will be jointly approved by the IT Committee, Technical Advisory Committee and Authority and Dunwoody.

IN WITNESS WHEREOF, the Authority and Dunwoody have caused this First Amendment to the Agreement through their duly authorized officers on this _____ day of _____, 20__.

THE AUTHORITY

ATTEST:

Wendell Willard
Authority Chairman
(SEAL)

Toni Capelli
Authority Secretary

Approved as to Form:

Approved as to Substance:

Ray S. Smith, III
Authority Attorney

Name
Title

DUNWOODY, GEORGIA

ATTEST:

Michael G. Davis
Mayor

Sharon Lowery
City Clerk (SEAL)

Approved as to Form:

Approved as to Substance:

Kelly Hundley
Acting City Attorney

Billy Grogan
Acting City Manager

**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 18th day of April, 2011.**

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 September 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 March 1, 2011 and shall terminate at 24:00 hours on August 31, 2014.
- 3.2 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

- 4.1 Dunwoody shall pay the Authority the sum of one million, seventy-five thousand dollars (\$1,075,000.00) annually, payable in twelve (12) equal monthly installments of eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33). 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 eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33) monthly installment, or forty-three thousand three hundred forty-six dollars and seventy-seven cents (\$43,346.77).
- 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, seventy-five thousand dollars (\$1,075,000.00) 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.
- 4.4 Should Dunwoody's actual call volume exceed that of the data provided to the Authority by 10% or more and the Service Level Metrics are unable to be achieved, then the Parties agree to augment staffing levels to meet the additional demand for services. The incremental cost associated with the mutually-agreed upon staff augmentation will be added to Dunwoody's monthly installments. The data made available by Dunwoody to the Authority indicated approximately thirty-eight thousand four-hundred and twenty five (38,425) total incidents annually, or three-thousand two-hundred and two (3,202) monthly.

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 fifth 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.
- 6.2 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

- 8.1 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 or another mutually agreed-upon radio system 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.
- 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

- 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

- 12.1 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.
- 12.3 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.
- 12.4 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

14.1 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.

14.2 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

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.
- 16.2 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

- 20.1 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

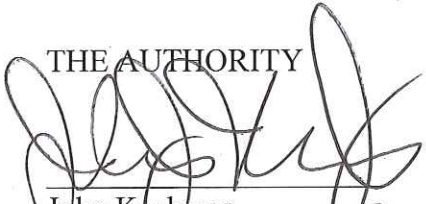
This Agreement may be modified at any time during the term of this Agreement by mutual written consent of both Parties. Any such mutual written consent must be reached through the official procedures of the Parties.

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 have executed this Agreement through their duly authorized officers on this 15th day of April, 2011.

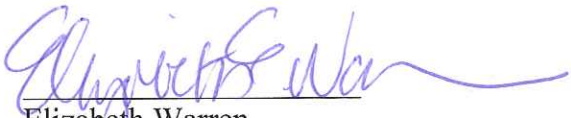
THE AUTHORITY


John Kachmar
Authority Chairman
(SEAL)

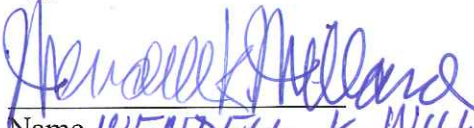
Approved as to Form:


Ray S. Smith, III
Authority Attorney


ATTEST:


Elizabeth Warren
Authority Secretary

Approved as to Substance:


Name WENDELL K. WILLARD
Title Board Member

DUNWOODY, GEORGIA




Ken Wright
Mayor

Approved as to Form:



Brian Anderson
City Attorney

ATTEST:



Sharon Lowery
City Clerk (SEAL)

Approved as to Substance:



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 that ChatComm is responsible for triaging
- 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 units 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. ChatComm shall be held to these standards only for those calls that it is responsible for triaging.

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 identified 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 for those calls that ChatComm is responsible for triaging.

The intent of the financial penalty calculation mechanism is to reinforce the importance of the Service Level Metrics with a financial penalty. Failure to meet either one of these Service Level Metrics by a value 10% lower than the target performance results in a reduction 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

Penalty Calculation Table						
10% of Dunwoody Payment	\$8,958.33 Monthly	\$107,500.00 Annual		10% of Dunwoody Payment	\$8,958.33 Monthly	\$107,500.00 Annual
9-1-1 Emergency Call Answering Standard 90% or Better				Dispatchable Call Processing Standard 90% or Better		
89.9%	\$89.58	\$1,075.00		89.9%	\$89.58	\$1,075.00
89.8%	\$179.17	\$2,150.00		89.8%	\$179.17	\$2,150.00
89.7%	\$268.75	\$3,225.00		89.7%	\$268.75	\$3,225.00
89.6%	\$358.33	\$4,300.00		89.6%	\$358.33	\$4,300.00
89.5%	\$447.92	\$5,375.00		89.5%	\$447.92	\$5,375.00
89.4%	\$537.50	\$6,450.00		89.4%	\$537.50	\$6,450.00
89.3%	\$627.08	\$7,525.00		89.3%	\$627.08	\$7,525.00
89.2%	\$716.67	\$8,600.00		89.2%	\$716.67	\$8,600.00
89.1%	\$806.25	\$9,675.00		89.1%	\$806.25	\$9,675.00
89.0%	\$895.83	\$10,750.00		89.0%	\$895.83	\$10,750.00
88.9%	\$985.42	\$11,825.00		88.9%	\$985.42	\$11,825.00
88.8%	\$1,075.00	\$12,900.00		88.8%	\$1,075.00	\$12,900.00
88.7%	\$1,164.58	\$13,975.00		88.7%	\$1,164.58	\$13,975.00
88.6%	\$1,254.17	\$15,050.00		88.6%	\$1,254.17	\$15,050.00
88.5%	\$1,343.75	\$16,125.00		88.5%	\$1,343.75	\$16,125.00
88.4%	\$1,433.33	\$17,200.00		88.4%	\$1,433.33	\$17,200.00
88.3%	\$1,522.92	\$18,275.00		88.3%	\$1,522.92	\$18,275.00
88.2%	\$1,612.50	\$19,350.00		88.2%	\$1,612.50	\$19,350.00
88.1%	\$1,702.08	\$20,425.00		88.1%	\$1,702.08	\$20,425.00
88.0%	\$1,791.67	\$21,500.00		88.0%	\$1,791.67	\$21,500.00
87.9%	\$1,881.25	\$22,575.00		87.9%	\$1,881.25	\$22,575.00
87.8%	\$1,970.83	\$23,650.00		87.8%	\$1,970.83	\$23,650.00
87.7%	\$2,060.42	\$24,725.00		87.7%	\$2,060.42	\$24,725.00
87.6%	\$2,150.00	\$25,800.00		87.6%	\$2,150.00	\$25,800.00
87.5%	\$2,239.58	\$26,875.00		87.5%	\$2,239.58	\$26,875.00
87.4%	\$2,329.17	\$27,950.00		87.4%	\$2,329.17	\$27,950.00
87.3%	\$2,418.75	\$29,025.00		87.3%	\$2,418.75	\$29,025.00
87.2%	\$2,508.33	\$30,100.00		87.2%	\$2,508.33	\$30,100.00
87.1%	\$2,597.92	\$31,175.00		87.1%	\$2,597.92	\$31,175.00
87.0%	\$2,687.50	\$32,250.00		87.0%	\$2,687.50	\$32,250.00
86.9%	\$2,777.08	\$33,325.00		86.9%	\$2,777.08	\$33,325.00
86.8%	\$2,866.67	\$34,400.00		86.8%	\$2,866.67	\$34,400.00
86.7%	\$2,956.25	\$35,475.00		86.7%	\$2,956.25	\$35,475.00
86.6%	\$3,045.83	\$36,550.00		86.6%	\$3,045.83	\$36,550.00
86.5%	\$3,135.42	\$37,625.00		86.5%	\$3,135.42	\$37,625.00
86.4%	\$3,225.00	\$38,700.00		86.4%	\$3,225.00	\$38,700.00
86.3%	\$3,314.58	\$39,775.00		86.3%	\$3,314.58	\$39,775.00
86.2%	\$3,404.17	\$40,850.00		86.2%	\$3,404.17	\$40,850.00
86.1%	\$3,493.75	\$41,925.00		86.1%	\$3,493.75	\$41,925.00

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 is anticipated to be purchased 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 –
 - One (1) 911 trunk card
 - Two (2) administrative telephone lines to be added
 - One (1) calltaker workstation
 - Positron Gateway Shelf
 - Positron CAMA Interface Module
 - Backroom Position Access License
 - PBX Access License - Per Workstation
 - Power 911 Client Access License
 - Power 911 Add On Recorder for Radio
 - Power 911 Server Access License
 - Positron Admin Interface Module (AIM)
 - VIPER enabling Kit
 - Power MIS License

- Radio/Telephone interface card
- Satellite Box with Phone Jack & Volume Control
- IWS Workstation Computer (Elite8000)
- IWS Workstation software
- CAD (Sungard)
 - One (1) CAD console license
 - One (1) CAD Map display license
 - One (1) LAN client license for message switch
 - One (1) CAD AVL client license
 - One (1) CAD Resource Monitor display
 - Upgrade to message switch from 200 to 250 licenses
 - Thirty five (35) digital dispatch upgrade licenses for Mobiles
 - One (1) MCT client – Digital Dispatch
 - Thirty six (36) MCT Mapping clients
 - Thirty six (36) MCT AVL
 - Thirty six (36) Trimble AVL GPS receiver bundled packages