



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

## **MEMORANDUM**

**To:** Honorable Mayor and City Council  
**From:** Billy Grogan, Chief of Police  
**Date:** November 14, 2016  
**Subject:** City of Brookhaven MOU – CAD to CAD Interface

---

### **ITEM DESCRIPTION**

The City of Brookhaven Police Department would like to use the CAD to CAD Interface between ChatComm and DeKalb County 911 for the dispatching of Fire and EMS Services.

### **BACKGROUND**

Several years ago, the Dunwoody Police Department began using ChatComm for the dispatch of police services and 911 calls for DeKalb County Fire or EMS Services were manually transferred to DeKalb County 911.

The City of Dunwoody paid for the development of a CAD to CAD Interface between ChatComm and the DeKalb County 9-1-1 center to electronically transfer DeKalb Fire and EMS Service calls.

The Brookhaven Police Department would like to use the CAD to CAD Interface that has been developed for Dunwoody. A simple IT connection is all that is needed. The City of Brookhaven has agreed to pay the City of Dunwoody \$25,000 for this connection with a \$12,500 payment upon execution of the MOU and \$12,500 90 days later.

The City of Brookhaven has also agreed to pay 50% of any future costs to maintain or change the CAD to CAD Interface.

### **RECOMMENDED ACTION**

Staff recommends that this MOU be approved.

**Memorandum of Understanding  
Between the City of Dunwoody and the City of Brookhaven for shared use of the  
CAD to CAD interface**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into on the \_\_\_\_\_ of \_\_\_\_\_, 2016, by and between the City of Dunwoody, Georgia ("Dunwoody"), and the City of Brookhaven, Georgia ("Brookhaven"). City of Dunwoody and the City of Brookhaven are hereinafter collectively referred to as "Party" or "Parties."

**WHEREAS**, the Parties are both clients of the Chattahoochee River 911 Authority ("ChattCom"), which provides the Parties with 911 communication services on a subscription basis; and

**WHEREAS**, as part of its 911 services, ChattCom utilizes a computer aided dispatch system (CAD) interface and the City of Dunwoody, with DeKalb County and a third-party contractor, has developed a CAD-to-CAD interface for the processing and dispatching of resources to Dunwoody's fire, rescue and EMS calls; and

**WHEREAS**, the CAD-to-CAD interface is owned by the City of Dunwoody and the City of Brookhaven wishes to utilize same for dispatching of its fire, rescue and EMS calls.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to provide the City of Brookhaven with a license to use the City of Dunwoody's CAD-to-CAD interface at ChattCom for processing and dispatching of resources to Brookhaven's fire, rescue and EMS calls.
2. **Use of CAD-to-CAD:** Brookhaven shall have the license and right to utilize the City of Dunwoody's CAD-to-CAD interface for the same purposes and in the same way as it is utilized by the City of Dunwoody by the dispatchers at ChattCom for the consideration described below. Brookhaven shall have the right to utilize the CAD-to-CAD interface upon execution of this Agreement.
3. **Compensation:** As consideration for Brookhaven's license and use of the Dunwoody CAD-to-CAD interface, Brookhaven shall compensate Dunwoody in the amount of \$25,000.00, which shall be paid to Dunwoody in two installments, \$12,500 upon execution of this Agreement and \$12,500 ninety days after execution of this Agreement.
4. **Future Costs:** Brookhaven acknowledges that Dunwoody has some responsibilities in future updates of the software that may impact the interface, including arranging with DeKalb County to keep the interface functional when refreshing or updating its technology systems and equipment. Brookhaven hereby agrees that, as part of continued use and license of the CAD-to-CAD interface, Brookhaven shall be responsible for 50% of any cost incurred by Dunwoody for any repairs, updates or changes that must be made to the interface to keep it functioning properly for its intended use.
5. **Default:** Brookhaven shall have the right to use the CAD-to-CAD interface pursuant to the terms of this MOU for a period of 50 years, so long as it conforms to the required protocols, tenders the \$25,000.00 payment to the City of Dunwoody on a timely basis,

and tenders its 50% of any future costs for repairs, updates or changes, as requested by the City of Dunwoody whenever incurred and on a timely basis. Should Brookhaven fail to comply with the terms of this Agreement, such failure shall be deemed to be a Default under the Agreement. Upon any Default, the City of Dunwoody shall notify Brookhaven in writing and allow Brookhaven to cure the Default within thirty (30) days of the Notice. If such Default is not cured within that 30-day period, or if Brookhaven indicates that it will not cure said Default, this Agreement shall, at Dunwoody's sole discretion, be immediately terminated and Brookhaven's license and use of the CAD-to-CAD interface shall be extinguished.

- 6. **Notice:** All notices required under this Agreement shall be delivered via certified mail, return receipt requested, and shall be considered delivered no later than three days after being sent by the sending party, to the following addresses:

**City of Dunwoody:**

City Manager  
41 Perimeter Center East  
Suite 250  
Dunwoody, Georgia 30346

**With a copy to:**

City Attorney  
41 Perimeter Center East  
Suite 250  
Dunwoody, Georgia 30346

**City of Brookhaven:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. **Indemnification:** Brookhaven shall indemnify and hold harmless the City of Dunwoody from any claims for property damage or bodily injury that may arise as a result of the operation of the CAD-to-CAD interface by Brookhaven, its officers, employees or agents, including all compensatory, consequential or punitive damages, including reasonable attorney's fees. Brookhaven acknowledges and confirms its understanding that the City of Dunwoody is only responsible for CAD-to-CAD interface operation only to the extent of its use of it and does not guarantee any results to Brookhaven stemming from the use of said interface and is not responsible for any consequences not directly under its control.

- 8. **Effective Date:** This Agreement shall be effective upon its execution by both Parties.
- 9. **Assignment:** Brookhaven shall not assign its right and license to use the CAD-to-CAD interface to anyone else without the express written permission of the City of Dunwoody, which permission shall be in the sole discretion of Dunwoody.
- 10. **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 this MOU an supersedes all prior oral or written agreements or understandings. Any representation, oral or written, not incorporated in this Agreement shall not be binding upon either Party. All parties must sign any subsequent changes in this MOU for such subsequent changes to have binding legal effect.
- 11. **Severability:** If a court of competent jurisdiction renders any provision(s), or portion(s) of any provision(s), of this MOU to be invalid or otherwise unenforceable, that provision or portion of a provision will be severed and the remainder of this MOU will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- 12. **Waiver:** No action taken pursuant to this MOU should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this MOU and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- 13. **Venue:** This MOU is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this MOU, the Parties agree that the venue shall be in the Superior Court of DeKalb County, Georgia.
- 14. **Enforceability:** The agents of the Parties have both participated in the drafting of this MOU. As such, should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing this MOU 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.
- 15. **Amendment:** This MOU may be modified at any time during the term of this MOU by mutual written consent of both Parties. Any such mutual consent must be reached through the official procedures of the Parties.

**In Witness Whereof**, the Cities of Dunwoody and Brookhaven have executed this MOU through their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Brookhaven, Georgia**

ATTEST:

\_\_\_\_\_  
John Ernst, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Hiott, City Clerk (Seal) Date

Approved as to Form:

\_\_\_\_\_  
Chris Balch, City Attorney

**City of Dunwoody, Georgia**

ATTEST:

\_\_\_\_\_  
Denis L. Shortal, Mayor    Date

\_\_\_\_\_  
Sharon Lowery, City Clerk (Seal)    Date

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney