

**MEMORANDUM**

**To:** Mayor and City Council

**From:** Bill Riley, Assistant City Attorney

**Date:** May 8, 2017

**Subject:** **Memorandum of Understanding Between the City of Dunwoody and DeKalb County Board of Education**

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**ITEM DESCRIPTION**

Memorandum of Understanding Between the City of Dunwoody and DeKalb County Board of Education.

**BACKGROUND**

The following Memorandum of Understanding outlines the procedure for issuance of City of Dunwoody Certificates of Occupancy for DeKalb County Board of Education buildings.

Pursuant to our Intergovernmental Agreement with DeKalb County, the DeKalb County Fire Department will review, inspect and certify fire code compliance.

Pursuant to case law, the City will review, inspect and certify land disturbance compliance.

Pursuant to the City of Dunwoody / DeKalb County Board of Education Memorandum of Understanding, a registered engineer, retained by the Board, will design, inspect and certify all other aspects of construction permitting compliance.

The City will issue Certificates of Occupancy based on successful completion of the above actions.

**RECOMMENDED ACTION**

The City Attorney's Office recommends approval of the Memorandum of Understanding between the City of Dunwoody and DeKalb County Board of Education.

MEMORANDUM OF UNDERSTANDING

by and between

DEKALB COUNTY SCHOOL DISTRICT

and

CITY OF DUNWOODY, GEORGIA

FOR BUILDING PLAN REVIEW AND INSPECTION OF DEKALB COUNTY,  
GEORGIA SCHOOL DISTRICT'S CAPITAL AND FACILITIES IMPROVEMENT  
PROJECTS WITHIN THE CITY BOUNDARIES

The parties to this Memorandum of Understanding (MOU) are interested in serving the needs of the citizens of DeKalb County, Georgia and the City of Dunwoody, Georgia by providing efficient plan review and inspection services for all DeKalb County School District's Capital and Facilities Improvement Projects located within the City of Dunwoody, including but not limited to, new schools, building additions, facilities modifications, portable classroom installations, and facility maintenance improvements. By signing this MOU, both DeKalb County School District ("DCSD") and the City of Dunwoody, Georgia ("City") agree to the following:

1.

The City shall have the responsibility for site plan reviews and/or issuance of land disturbance permits. DCSD shall have the responsibility for building plan review and construction inspection authority for all capital and facilities improvement projects related to new schools, building additions, and other capital improvements, including but not limited to new facilities, facilities modifications, portable classroom installations and other facility maintenance improvements.

2.

DCSD shall engage the services of an authorized engineering and inspection services firm ("AE"; with credentials for construction inspection services) to perform building plan review and inspections for the above referenced projects, for compliance with State and County and applicable municipal codes, ordinances, and procedures, Georgia Department of Education requirements, and for conformance with technically sound engineering principles. It is understood that the AE shall direct and supervise technical support staff responsible for performing building plan review and inspection services for DCSD.

3.

The AE shall review the plans for compliance with applicable architectural, structural, electrical, heating, ventilation, air conditioning, plumbing, and energy codes and ordinances adopted by the state of Georgia, Georgia Department of Education and any other applicable codes or ordinances.

4.

The DeKalb County Fire Marshal's Office ("Fire Marshal"), pursuant to the Intergovernmental Agreement for the Provision of First Rescue Services dated December 10, 2008 between the City and DeKalb County ("Fire IGA") shall conduct fire safety inspections and duties as provided in O.C.G.A § 25-2-12 *et seq.* Where applicable, DCSD will submit site plans to DeKalb County Fire Marshal and the City. The City will review site plans (where applicable) and when compliant, issue Land Disturbance Permits.

5.

The AE shall signify approval of plans for each project, by professionally stamping, signing, and dating these drawings prior to commencement of construction. DCSD shall submit a copy of the approved plans, signed and dated to the City.

6.

DCSD or its designee shall perform inspections as outlined in Paragraphs 2 and 3 and 4 above for conformance with the approved plans.

7.

The Fire Marshal, pursuant to the Fire Services IGA, shall to be responsible for periodic Fire Marshal inspections and any enforcement action where necessary. The City shall be responsible for periodic erosion control inspections and any enforcement action where necessary, including any erosion control measures for capital and facilities improvement projects and portable classroom installations constructed by DCSD.

8.

The inspections certifying compliance with the approved plans shall be accumulated/assembled and at the end of the project or as requested by City, shall be submitted to the City for City's review. The City will issue Certificate of Occupancy upon compliance.

9.

Upon request of DCSD and the satisfactory inspection of a DCSD facility by the Fire Marshal for compliance with State and local fire codes, the Fire Marshal shall be responsible for issuing a permit or other certificate to the effect that said building(s) is (are) in fire code compliance.

10.

This MOU shall continue in effect from its effective date, shall continue in effect for a term of five years (5) years, provided that the contract shall terminate absolutely every year as required by O.C.G.A. § 20-2-506, but shall automatically renew unless either party notifies the other in writing of its intent to terminate said MOU with at least 30 days' notice.

11.

This MOU constitutes the entire agreement between the parties as to all matters contained herein. All subsequent changes in this MOU must be in writing and signed by both parties.

**IN WITNESS HEREOF**, the City and DCSD have executed this Agreement through their duly authorized officers.

**Approved:**

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Denis L. Shortal, Mayor

**Approved as to Content:**

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Eric Linton  
City Manager

**ATTEST:**

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Sharon Lowery, City Clerk

**Approved as to Form:**

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Office of City Attorney