



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

DATE: August 12, 2019

TO: Mayor and Council

FROM: Terry Nall, Council Member

Proposed: Comprehensive 5-Part Action Plan by City of Dunwoody for DeKalb County Schools

1. Revoke the Memorandum of Understanding (MOU) with the school district and revoke the school district's ability to utilize the city's alternative PE-stamp program for construction projects. (The school district violated the terms of the MOU during the installation of trailer classrooms at Dunwoody High School.)
2. Instruct the City Attorney and Staff to prepare and negotiate an Intergovernmental Agreement (IGA) for use with the school district for construction projects, as well as ongoing maintenance and repair projects, that follow the City Engineer and Staff review process and adhere to city ordinances, state statutes, and other Codes applicable in the City of Dunwoody and the State of Georgia. (The IGA should be enforceable by injunctive relief.)
3. Instruct the City Attorney and Staff to engage specialized outside legal counsel for a second opinion to review the Code enforceability limits by the City of Dunwoody against the school district for construction projects, as well as ongoing maintenance and repair projects, as it relates to city ordinances, state statutes, and other Codes applicable in the State of Georgia and in the City of Dunwoody.
4. Instruct the City Attorney and Staff to seek injunctive relief for violations of city ordinances, state statutes, and other Codes, applicable in the State of Georgia and in the City of Dunwoody, where applicable, based on the conclusion of the joint legal counsel opinions of enforceability limits of the city against the school district for construction projects, as well as ongoing maintenance and repair projects.
5. Establish a General Assembly legislative priority to our State Senator and State Representative for the provision of state statutes that specifically clarifies the enforceability powers for a city against the school district for construction projects, as well as ongoing maintenance and repair projects, as it relates to the city ordinances, state statutes, and other Codes applicable in the State of Georgia and in the City of Dunwoody. Instruct the City Attorney to assist state legislators with proposed statutory language to support this legislative priority.

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

Packet page:...

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, including but not limited to accessibility plans and life safety 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.

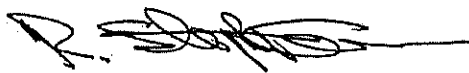
This MOU shall continue in effect from its effective date, shall continue in effect for a term of five years (5) years, provided that the contract shall terminate absolutely every year as required by O.C.G.A. § 20-2-506, but shall automatically renew unless either party notifies the other in writing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

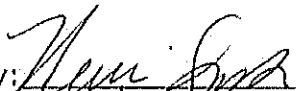
IN WITNESS WHEREOF, the City and DCSD have executed this Agreement through their duly authorized officers.

Approved:



Dr. R. Stephen Green
DeKalb County School District
Superintendent

Approved as to Form:

By: 
Name: Neelam Gupta
Title: Outside General Counsel

Approved:


Denis L. Shortal, Mayor

Approved as to Content:

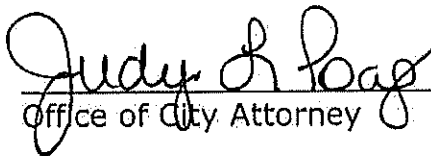


Eric Linton
City Manager



Sharon Lowery, City Clerk

Approved as to Form:


Office of City Attorney