

INTERGOVERNMENTAL AGREEMENT
Between
DEKALB COUNTY, GEORGIA and
THE CITY OF TUCKER, GEORGIA
FOR DISPATCH OF POLICE, FIRE, EMERGENCY MEDICAL, AND
ANIMAL SERVICES and ENFORCEMENT CALLS
WITHIN THE CITY LIMITS of
TUCKER, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Tucker, Georgia (“City”) on ____day of May, 2018.

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia;

WHEREAS, the City of Tucker is a municipality created by the 2015 Georgia General Assembly pursuant to House Bill 515 (hereinafter referred to as “HB 515”) ; and

WHEREAS, pursuant to the terms of HB 515, City residents do not pay a special services tax to the County to defray the County’s costs associated with this Intergovernmental Agreement;

WHEREAS, the City intends to utilize the County’s 911 Emergency Communication Department for 911 Emergency Communications Services (hereinafter, collectively referred to as “DeKalb 911” and/or “911 services”);

WHEREAS, the County will continue to provide police and fire services, emergency medical services, and animal services to City residents (hereinafter collectively referred to as “Police/Fire/EMS/AS&E Services);

WHEREAS, the County shall provide services for the intake 911 calls from City residents for Police/Fire/EMS/AS&E Services to DeKalb 911 for dispatch and handling;

WHEREAS, the City and County acknowledge that the County incurs costs and expenses when providing 911 services;

WHEREAS, the City and the County desire to enter into this Intergovernmental Agreement to describe the 911 services and the parties’ responsibilities, duties and payments so that 911 calls for Police/Fire/EMS/AS&E Services are transferred in an orderly, secure, efficient and timely manner to the County for dispatch and handling; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to describe the technical upgrades, interfaces, equipment, responsibilities, duties, and costs so that 911 calls for Police/Fire/EMS/AS&E Services are transferred in an orderly, secure, efficient and timely manner to the DeKalb 911 for dispatch and handling.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 **911 Services** means the receipt of incoming calls for service through the enhanced 9-1-1 telephone system for emergency and non emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action by the City or the County. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct, agency or department. This is considered the vital and necessary communications link between residents of the City, the County Police, the County Fire Department, the County's Emergency Medical Service department or provider, and the Animal Services and Enforcement Division. These services are also considered the vital and necessary communications link between citizens of the County and the City through consolidated, Enhanced 911 call reception and radio dispatching of requests for services. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to the City and the County field units and the County emergency medical services provider dispatched through 911.

2.2 **City's Emergency Communications Provider** means the Emergency Communications Department or contractor designated or retained by the City to receive and dispatch 911 calls from City residents to DeKalb 911 for dispatch and handling by the County's Police, Fire Department, Emergency Medical Services department or provider and the Animal Services and Enforcement Division.

2.3 **DeKalb 911** means the County Emergency Communications Department that accepts and dispatches 911 calls for the unincorporated areas of the County and some of the municipalities located in the County.

2.4 **Police/Fire/EMS/AS&E Service(s)** means the service(s) provided to City residents as a result of a resident's 911 call, as defined by a separate intergovernmental agreement for the County's Police Department, Fire Department, Emergency Medical Services department, or provider and the Animal Services and Enforcement Division.

2.5 *Call* means a 911 call originating within the City's boundaries that requires the dispatch and response of police, fire suppression apparatus, emergency medical service providers, animal services and enforcement units, or some other non-emergency response such as water and sewer trucks, sanitation, etc.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement begins at 0000 hours on May 1, 2018 and concludes at 2400 hours on December 31, 2018. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding year for an additional one (1) year for a total lifetime Agreement of forty nine (49) years and ninety (90) days, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 SERVICES

4.1 During the term of this Agreement, the County shall provide at least the same 911 Services for Police/Fire/EMS/AS&E Services to the City that are provided to unincorporated DeKalb County in 2017. At all times contemplated by this Agreement, the City and the County shall meet the 911 service requirements for the 911 Emergency Communications Services as specified by the Georgia Emergency Management Agency. The designated services to be performed by each party to this Agreement shall be provided on a continual 24-hour per day basis, seven days a week. Concerns with performance levels will be addressed as they occur. Timely notification of performance issues can be made verbally or via written communication. Results will be delivered in a timely manner, and if necessary, further discussions can be held with the appropriate staff from the affected entity.

4.2 During the term of this Agreement, the City hereby authorizes the County to collect 911 fees within the City of Tucker at the same rate and method as the County collects 911 fees from within unincorporated territory.

ARTICLE 5 CITY-COUNTY RELATIONS, EMPLOYEE STATUS, RECORDKEEPING

5.1 The County's Public Safety/911 Director shall notify the City at least 90 days before any change is made to any County's technology used in or by any system or equipment that will impact the transfer of 911 calls to the City.

5.2 All County employees providing services pursuant to this Agreement are and will continue to remain County employees. County employees shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All City employees providing services pursuant to this Agreement are and will continue to remain City employees. City employees shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or

retirement benefits.

5.3 The parties agree that, at any time during this Agreement, the County has the right to contract with third party persons or entities (hereinafter collectively, the “Contractor”) for any and all 911 call services and systems contemplated herein. If services required or associated with this Agreement are performed by a Contractor, the City and County agree that all services provided by the Contractor shall be by employees of Contractor and subject to supervision by the Contractor and not as officers or employees of the County or City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits and other similar administrative procedures applicable to services rendered by the Contractor shall be those of the Contractor, not the County or the City.

5.4 The City and the County shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

ARTICLE 6 TERMINATION AND REMEDIES

6.1 The City or County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the other party.

6.2 If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

6.3 If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

6.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 7 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City Manager
City of Tucker
4119 Adrian Street
Tucker, Georgia 30084

With a copy to: City Attorney
City of Tucker
4119 Adrian Street
Tucker, Georgia 30084

The parties agree to give each other non-binding facsimile notice and all notices sent to the addresses listed above shall be binding unless said address is changed in writing. Future changes in address shall be effective upon written notice being given by the City Manager to the County's Executive Assistant or by the County's Executive Assistant to the City Manager via certified first class U.S. mail, return receipt requested.

**ARTICLE 8
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County's Governing Authority.

**ARTICLE 9
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 10
ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 11
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the 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. 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. This Agreement 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 Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall 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, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 12
BINDING EFFECT**

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

**ARTICLE 13
INDEMNITY**

13.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its elected officials, officers, employees, or agents (hereinafter collectively referred to as "County Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County Employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of any action or service required by this Agreement the City, its elected officials, employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its elected officials, officers, employees, or agents (hereinafter collectively referred to as "City Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its elected officials, officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of any action or service required by this Agreement by County Employees. The City shall

promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

13.2 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 the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

13.3 Nothing herein shall be construed as creating any individual or personal liability on the part of any County or City Employees, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

ARTICLE 14 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 City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and City have executed this Agreement through their duly authorized officers on the day and year indicated below.

DEKALB COUNTY, GEORGIA

ATTEST:

(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MARSHALL G. MOONEYHAM
Director, E911 Services

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF TUCKER, GEORGIA

(SEAL)
FRANK AUMAN
City Clerk
Mayor

JENNIFER DAVIS
Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

TAMI HAMLIN
City Manager

BRIAN ANDERSON
City Attorney