

STATE OF GEORGIA

COUNTY OF COBB

INTERGOVERNMENTAL AGREEMENT FOR E-9-1-1 SERVICES

THIS AGREEMENT is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the "County"), and the CITY OF AUSTELL, a municipal corporation of the State of Georgia (hereinafter known as the "City").

RECITALS

WHEREAS, Cobb County, Georgia presently operates an Emergency 9-1-1 system ("County E-9-1-1 System") having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19;

WHEREAS, the City presently operates an Emergency 9-1-1 system ("City E-9-1-1 System") having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19;

WHEREAS, an E-9-1-1 system is essential for the most effective and efficient public safety response to emergencies;

WHEREAS, it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the health, safety, and welfare of all the citizens of Cobb County;

WHEREAS, the City of Austell is a municipality located within Cobb County and Douglas County;

WHEREAS, the City of Austell no longer desires to provide the City E-9-1-1 System and desires to contract with the County to provide this service;

WHEREAS, the County is willing to provide this service so long as the City pays for all costs associated with the transfer and provision of this service;

WHEREAS, the City and the County are authorized to enter into this agreement pursuant to Ga. Const. Art. IX, Sec. III, Para. I;

WHEREAS, in order to maintain the high level of emergency response service to residents of the City and the County, it is in the best interest of the health, safety and welfare of all citizens of Cobb County that the City and County combine the City E-9-1-1 and the County E-9-1-1 systems by entering into an agreement for such services.

NOW, THEREFORE and in consideration of Ten Dollars and the mutual promises and covenant contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

Section 1. County Responsibilities

- a. The County shall provide Emergency-9-1-1 Service and radio dispatch services for

the City of Austell Public Safety Department 24 hours a day, seven days a week, 365 days per year.

b. Cobb County will maintain an emergency communications center to provide such services. The County has complete ownership, custody, and control of all the equipment and furnishings required to perform this Agreement. The County will be responsible for acquiring and maintaining all equipment to provide Emergency-9-1-1 Service and accompanying radio services internal to Cobb County.

c. The County shall have sole responsibility for all personnel decisions related to County employees at the Emergency 9-1-1 Communications Center. The City shall not have any control regarding the staffing and personnel issues of the Emergency 9-1-1 Communications Center.

d. The County shall provide staffing to receive and dispatch calls.

e. The County shall accept the equipment of the City as detailed in Exhibit "2" Motorola Solutions Austell Console Move Quote, each dated January 19, 2024, and attached and incorporated herein by reference.

Section 2. City Responsibilities

a. The City shall authorize the 9-1-1 charge assessed against City customers to be remitted directly to the County's Emergency Telephone System Fund for the operation of the Emergency Telephone System. The City shall cooperate with any requirements of the Georgia Emergency Communications Authority or a service provider to ensure that County receives the City's 9-1-1 charge.

b. It is the intent of the Parties that the provision of this service shall not result in added cost to the residents of Cobb County in the unincorporated area or the incorporated area of other municipalities. Unless otherwise agreed between the Parties, so long as the City's 9-1-1 charges received by the County are adequate to provide both E-9-1-1 Services and radio dispatch, no other compensation shall be required from the City for these services. If the City's 9-1-1 charges are inadequate to provide E-9-1-1 Services and radio dispatch, the City shall pay the difference in the cost to provide such services and the amount of the City's 9-1-1 charges.

c. Upon the termination of this agreement, that current month's 9-1-1 charge shall be prorated between the County and the City.

d. Should the City receive the names and addresses of any telephone subscribers refusing to pay the E-9-1-1 charge from any telephone service provider pursuant to O.C.G.A. § 46-5-134(b), the City agrees to forward such names and addresses to the County. The City agrees to cooperate with the County in attempting to recover such funds through the Georgia Emergency Communications Authority.

e. In order for the County to provide direct dispatch of calls from within the City, the City shall provide:

- i. Hand-held radios, mobile radios, computers or other devices and equipment for the City's personnel to receive direct dispatch. The devices utilized will be compliant with established protocol standards (currently, P25) and will be selected by the City. The County will only provide radio services as detailed in the 800 MHz Radio System User License Agreement currently in effect and as may be amended.
- ii. Staff to receive and respond to calls.
- iii. The ability to receive CAD information by police and fire personnel.

f. In order for the County to begin providing services under this Agreement, the City shall purchase the equipment listed in **Exhibit "1" Motorola Solutions Austell Mach Alert Installation Quote** and have such equipment installed in City fire stations. The City will maintain ownership of the equipment but will be billed for and shall pay the maintenance costs for such equipment.

g. In order for the County to begin providing services under this Agreement, the City shall transfer ownership of the equipment listed in **Exhibit "2" Motorola Solutions Austell Console Move Quote**. Furthermore, the City shall pay the cost of moving such equipment to the County, as well as the cost of installation at the County.

h. In order for the County to begin providing services under this Agreement, the City shall be responsible for the cost of licenses, maintenance and support for their portion of the Counties Computer Aided Dispatch contract. The City shall be responsible for any costs associated with the connection on the City's side of the network connection with the County.

i. Any other costs incurred by the County to deliver services to begin providing service under this Agreement shall be paid by the City within 30 days of receipt of invoice.

Section 3. E-9-1-1 Operational Advisory Committee.

a. An E-9-1-1 Operational Advisory Committee (E-9-1-1 Ops Committee) shall be established.

b. The initial makeup of the E-9-1-1 Ops Committee shall include the Cobb County E-9-1-1 Director, the Cobb County Director of Public Safety, the Cobb County Chief of Police, and the Cobb County Chief of Fire and Emergency Medical Services, the City of Marietta Chief of Police, the City of Marietta Chief of Fire Services, the City of Powder Springs Chief of Police, the City of Austell Fire Chief, and the City of Austell Chief of Police. Additionally, the County Manager or appointee, the City of Marietta City Manager or appointee, the City of Powder Springs City Manager or appointee, and the City of Austell Mayor or appointee will each have representation on the Operational Advisory Committee.

c. The Chairperson of the E-9-1-1 Ops Committee shall be rotated annually between the

operational heads of each agency participating in the E-9-1-1 center.

d. The E-9-1-1 Ops Committee will meet at least annually to discuss operational policies, recommended changes, or enhancements to the function of E9-1-1. The E9-1-1 Ops Committee Chairperson shall have a special called meeting when necessary to address emergency or other major issues that occur between annual meetings or at the request of the County or any municipality that has members on the E-9-1-1 Ops Committee.

e. The intent in establishing this Ops Committee is to facilitate communication amongst all participants in the E-9-1-1 center and to meet the operational needs and requirements for each participating agency.

f. There shall be minutes taken at all meetings and the same shall be disseminated to all members.

g. The County reserves the authority to accept or reject any of the recommendations of the E-9-1-1 Ops Committee. Nothing in this section is intended to diminish the authority of the Board of Commissioners or the Mayors and City Councils.

h. The County may adjust the number of members of the E-9-1-1 Ops Committee as necessary to accommodate other municipalities with whom the County has contracted to provide E-9-1-1 services (Added Municipality) and to accommodate municipalities that cease to contract with the County for E-9-1-1 services (Ceased Municipality). The membership shall not be adjusted or lowered (unless otherwise agreed by the Parties) except as follows:

- i. In the event of a Ceased Municipality, only those appointed from the ceased Municipality shall be removed; and
- ii. In the event of an Added Municipality, up to three new member(s) (depending on the services the Added Municipality provides) may be added from the Added Municipality and must be either all of or selected from such Added Municipality's:
 - a) Chief of Fire if the added municipality provides fire services; and/or
 - b) Chief of Police if the added municipality provides police services; and/or
 - c) City Manager or appointee.

Section 4. Liability

a. The City shall bear the responsibility and be liable for any act or omission, on the part of the City, its officers, agents, employees, subcontractors and/or others working at the direction of the City or on the City's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that the City and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and the City retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this Agreement.

b. The County shall bear the responsibility and be liable for any act or omission, on the part of the County, its officers, agents, employees, subcontractors and/or others working at the direction of the County or on the County's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that the County and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and the County retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this Agreement.

Section 5. Term

This Agreement shall commence and be effective on the date executed by the last party executing this Agreement. This Agreement shall continue until January 1, 2030. This agreement may be terminated prior to the termination date upon mutual agreement of both parties. Either the County or the City may unilaterally terminate this Agreement upon providing 24 months advance written notice to the other party.

Section 6. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

Section 7. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia.

Section 8. Notices

All notices and other communications required or permitted under this Agreement shall be in writing to the address set forth for such party below and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent.

If to City of Austell:

Ollie Clemons, Jr., Mayor
5000 Austell-Powder Springs Road
Suite 220
Austell, GA 30106

With Copy to:

Elizabeth Young, City Clerk
5000 Austell-Powder Springs Road
Suite 220
Austell, GA 30106

If to County:

Cobb County 9-1-1 Emergency Communications Director
140 North Marietta Parkway
Marietta, GA 30060

With Copy to:

Cobb County Manager
100 Cherokee Street, Suite 300
Marietta, Georgia 30090

And to:

Director, Department of Public Safety
100 Cherokee Street, Suite 450
Marietta, GA 30090

Section 9. Entire Agreement

The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the parties.

Section 10. Dispute Resolution

Any claim, controversy or dispute, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The parties agree in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

Section 11. Force Majeure

Neither County nor City shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of

God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

Section 12. Counterparts




This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 13. Headings

All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the parties have read and understood the terms of this Agreement, they do hereby agree to such terms by execution of their signatures below.

CITY OF AUSTELL	COBB COUNTY
	
Ollie Clemons Jr., Mayor	Lisa N. Cupid, Chairwoman
Attest:	Attest:
	
Elizabeth Young, City Clerk	Pamela L. Mabry, County Clerk
Approved as to Form:	Approved as to Form:
	
M. Scott Kimbrough, City Attorney	County Attorney's Office



MOTOROLA SOLUTIONS

February 26, 2024

Austell Mach Alert Installation Quote

Work / Item	Price
1. Install Mach Alert Remote Terminal Unit in Austell Fire Stations and uopdate the configuration to Cobb's Mach alert server.	\$ 63,627.69
- Install Remote terminal Unit in Austell fire Stations	
- Install 800MHz radio antennas and line	
- Install network cable to allow Dual Link Connectivity to Austell Site Switch	
- Reconfigure Cobb Mach Alert Server to add Austell Fire Stations	

Project List Total \$63,627.69

*Quote valid for 60 days.

Quote supplied by:

Chris Howard, Customer Support Manager

chris.howard@motorolasolutions.com

(470) 955-4010

		Motorola Cost
DEI Labor	\$11,757.00	\$18,087.69
Mach Labor	\$16,271.00	\$25,032.31
Mach Hardware	\$13,330.00	\$20,507.69
	\$41,358.00 Total	\$63,627.69



MOTOROLA SOLUTIONS

February 26, 2024
Austell Console Move Quote

Work / Item	Price
1. Remove and Reinstall 2 Consoles at Cobb 911 Center.	\$7,046.15
- Uninstall Dispatch consoles and VPMs from Austell 911	
- Reinstall Dispatch consoles and VPMs at Cobb 911	

Project List Total **\$7,046.15**

*Quote valid for 60 days.

Quote supplied by:

Chris Howard, Customer Support Manager

chris.howard@motorolasolutions.com

(470) 955-4010