

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SMYRNA, GA AND THE CITY OF POWDER SPRINGS, GA
FOR
THE PROVISION OF 911 EMERGENCY CALL ANSWERING SERVICES**

THIS AGREEMENT, made by and between the City of Smyrna, located in the State of Georgia, hereinafter referred to as Smyrna, and the City of Powder Springs, located in the State of Georgia, hereinafter referred to as Powder Springs.

WITNESSETH

WHEREAS, the parties hereto are desirous of implementing O.C.G.A § 46-5-120 et seq relating to a statewide Emergency Telephone Number 9-1-1 System; and

WHEREAS, the parties hereto are desirous to interface utilization of a 9-1-1 as a number for procuring emergency services among the Parties hereto; and

WHEREAS, the Parties hereto desire to enter into an agreement for Smyrna to provide Powder Springs with Emergency Call Answering Services for the purpose of receiving and dispatching emergency calls.

NOW, therefore, in consideration of the mutual promises made and hereinafter set forth, the Parties hereto agree as follows:

1. Smyrna shall provide Powder Springs with 9-1-1 emergency call answering services and non-emergency call answering services and to serve as the public safety answering point for Powder Springs.
2. Smyrna shall provide emergency call answering services for fire-fighting, law enforcement, ambulance, medical, and other emergency services 24 hours per day, 7 days a week, each day of the year.
3. Smyrna shall provide all services identified in paragraphs 1 & 2 to Powder Springs Residents, Businesses, and the Powder Springs Police Department in the same manner as it provides service to Smyrna Residents, Businesses, and the Smyrna Police Department. Additionally, any services or programs not identified in paragraph 1 & 2 but offered by Smyrna 9-1-1 to Smyrna Residents, Businesses or the Smyrna Police Department shall be offered to Powder Springs Residents, Businesses and the Powder Springs Police Department.

4. Smyrna shall hold title and have care, custody, and control of equipment, furnishings, and other items required for the provision of the emergency call answering services. Smyrna shall further be responsible for planning, acquiring, and maintaining the common equipment required for the provision of the emergency call answering services.
5. Smyrna shall be responsible for the hiring, training, and discipline of the employees associated with the provision of the emergency call answering services.
6. Smyrna shall be responsible for the creation and promulgation of any necessary rules and regulations and their enforcement regarding employees and with the assistance of the participating parties.
7. There shall be a technical committee made up of the Chief of Police from Smyrna, the Chief of Police from Powder Springs, and the Smyrna 9-1-1 Director. This technical committee shall be responsible for the creation and promulgation of any necessary policies and procedures regarding dispatching procedures. Said policies and procedures shall be consistent with all federal and state laws and regulations, including but not limited to laws and regulations concerning emergency medical services. The technical committee shall meet in January, April, July and October of each year for the term of this Agreement.
8. The parties herein agree to establish the Smyrna/Powder Springs 9-1-1 Advisory Board. The members of this Advisory Board shall be composed of: Smyrna 911 Director, Chiefs of Police from Smyrna and Powder Springs, City Managers from Smyrna and Powder Springs, Representative from Cobb County Fire and Emergency Services Agency, Representative from Cobb 9-1-1, Representative from Metro Ambulance Service, City Council Representative from Smyrna, and City council Representative from Powder Springs. Meetings of the Advisory Board shall take place in March of each year for the term of this agreement and at any other time as the Smyrna 911 Director or the Police Chief of Smyrna or Powder Springs shall call a meeting.
9. Pursuant to O.C.G.A. §46-5-134(d)(2) the 9-1-1 charges and the wireless enhanced 9-1-1 charges collected by the service providers shall be deposited and accounted for in a separate restricted revenue fund known as the "E911" Fund (hereinafter the "Fund") maintained by Smyrna. Smyrna may invest the money in the fund in the same manner that other moneys of the local government may be invested and any income earned from such investment shall be deposited into the E911 Fund.

10. Costs related to providing emergency call answering services and serving as a public safety answering point shall be borne by Smyrna and Powder Springs as provided below. All purchases and contracts associated with the provision of the emergency call answering services will be in the name of Smyrna, provided that:

a. The costs referred to in this section shall consist of items allowed by State Law (OCGA 46-5-134), as amended from time to time, for the operation of a 911 center. In addition to cost recovery as provided in subsection (e) of OCGA 40-5-134, typically, said items are:

- 1) The lease, purchase, or maintenance of emergency telephone equipment, including necessary computer hardware, software, data base provisioning; addressing; and nonrecurring costs of establishing a 9-1-1 system;
- 2) The rates associated with the service supplier's 9-1-1 service and other service supplier's recurring charges;
- 3) The actual cost, according to generally accepted accounting principles, of salaries and employee benefits incurred by the local government for employees hired by the local government solely for the operation and maintenance of the emergency 9-1-1 system and employees who work as directors as that term is defined in Code Section 46-5-138.2, whether such employee benefits are purchased directly from a third-party insurance carrier, funded by the local government's self-funding risk program, or funded by the local government's participation in a group self-insurance fund. As used in this paragraph, the term "employee benefits" means health benefits, disability benefits, death benefits, accidental death and dismemberment benefits, pension benefits, retirement benefits, workers' compensation, and such other benefits as the local government may provide. Said term shall also include any post-employment benefits the local government may provide;
- 4) The actual cost, according to generally accepted accounting principles, of training employees hired by the local government solely for the operation and maintenance of the emergency 9-1-1 system and employees who work as directors as that term is defined in Code Section 46-5-138.2;

- 5) Office supplies of the public safety answering points used directly in providing emergency 9-1-1 system services;
 - 6) The cost of leasing or purchasing a building used as a public safety answering point. Moneys from the fund shall not be used for the construction or lease of an emergency 9-1-1 system building until the local government has completed its street addressing plan;
 - 7) The lease, purchase, or maintenance of computer hardware and software used at a public safety answering point, including computer-assisted dispatch systems and automatic vehicle location systems;
 - 8) Supplies directly related to providing emergency 9-1-1 system services, including the cost of printing emergency 9-1-1 public education materials; and
 - 9) The lease, purchase, or maintenance of logging recorders used at a public safety answering point to record telephone and radio traffic.
- b. The costs for providing these services along with all services identified in this contract shall be funded from the revenues received by Smyrna from the Wired (Land Lines) Service Providers and the wireless Service Providers (hereinafter the "Providers") and any other phone provider allowed by state and/or federal law that are charging the 9-1-1 fee on communication service in the corporate limits of Smyrna and Powder Springs, and any other funds that Smyrna may allocate.
 - c. Powder Spring's only funding responsibility shall be all 9-1-1 fees on communication service collected by the Providers in the corporate limits of Powder Springs, with all fees to be transferred to Smyrna.
 - d. Smyrna shall maintain financial records relating to the cost of providing these emergency call answering services and said records shall be available to the Parties hereto, upon request, Smyrna shall provide to Powder Springs a copy of its annual financial audit within 30 days of its completion.
11. Appropriate documentation shall be filed by Powder Springs with all telephone service providers, both Wired and Wireless, indicating to such providers that all funds collected by the providers shall be collected for and allocated to Smyrna. Any and all increases in the 9-1-1 fee on communication services shall similarly be

collected for and allocated to Smyrna to provide the services contemplated by this Agreement.

12. Unless otherwise agreed, any improvements, upgrades, or changes to equipment or technology necessary to provide the services contemplated by this agreement shall be compatible and capable of integration with existing equipment and technology.
13. The term of this agreement will be for 10 (ten) years, but may be terminated prior to that time only by mutual agreement in writing of both Smyrna and Powder Springs. The Agreement may be renewed following the initial 10 (ten) year term as mutually agreed to by the parties.
14. All gifts or grants in furtherance of the provision of the emergency call answering services shall be in the name of Smyrna and shall be used for the purpose of reducing the overall costs of providing the emergency call answering services and serving as a public safety answering point.
15. All requests for Federal or state aid for providing emergency call answering services and serving as the public safety answering point shall be made to Smyrna.
16. Nothing contained herein shall be interpreted as a waiver of governmental immunity by Smyrna or Powder Springs, nor a waiver or relinquishment of the protections afforded to local governments participating in an emergency 9-1-1 system by O.C.G.A. §46-5-131. Insurance relating to the 911 emergency call answering services agreement shall be payable from the 9-1-1 fees collected by and allocated to Smyrna for telephone service in the corporate limits of Smyrna and Powder Springs. Any deductible relating to the cost of defense for or liability arising out of claims relating to the 911 emergency call answering services agreement shall similarly be payable from the 9-1-1 fees collected by and allocated to Smyrna for communication service in the corporate limits of Smyrna and Powder Springs.
17. Any dispute or disagreement arising from or related to this agreement shall first be submitted by the parties to mediation in Cobb County, Georgia. If any dispute or disagreement remains unresolved after mediation, such dispute or disagreement shall be settled by arbitration administered by the American arbitration Association in Cobb County, Georgia, in accordance with the provisions of its arbitration rules then in effect. Any reward rendered by the arbitrator shall be final and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. Nothing in this section shall prevent a party hereto from filing suit for injunctive relief pending the completion or arbitration. This agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

If any one or more provisions in this Agreement, partially or completely, shall be declared invalid, such a finding shall not impair the validity or continuing force and effect of any other provision in this Agreement.

18. All funds, payments, and disbursements associated with the provision of the emergency call answering service shall be accounted for by the finance director of Smyrna, who shall have an audit of this function conducted annually within the annual audit of the city of Smyrna.
19. It is agreed to by the parties hereto that the City of Smyrna Police Chief shall serve as chair of the Advisory Board and administrator of this Agreement.
20. Smyrna shall begin 9-1-1 emergency call answering services and dispatching and serve as the public safety answering point for Powder Springs on _____, 2017 at 6:00 p.m. At that time, Powder Springs will arrange with Cobb County 9-1-1 to have its current system configured so that calls transferred in the corporate limits of Powder Springs will be routed to the Smyrna 9-1-1 Center.
21. This agreement constitutes the entire Agreement between the parties, and supersedes any prior discussions. This Agreement can only be modified in writing by both parties. This Agreement is not assignable.
22. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations.

Approved by the Mayor and City Council at a regular meeting of the City of Smyrna, Georgia on the _____ day of _____ 2017.

Max Bacon, Mayor

Attest:

Terri Graham, City Clerk

Approved as to form:

Scott Cochran, City Attorney

Approved by the Mayor and City Council at a regular meeting of the City of Powder Springs, Georgia on the _____ day of _____ 2017.

Al Thurman, Mayor

Attest:

Approved as to form:

Kelly Axt, City Clerk

City Attorney